



AGENDA

Consolidated Regular Meeting

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

Ron Morrison, Mayor
Luz Molina, Vice-Mayor
Marcus Bush, Councilmember
Jose Rodriguez, Councilmember
Ditas Yamane, Councilmember

Brad Raulston, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, Interim City Clerk
R. Mitchel 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 modification 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 modificación 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, February 21, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

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. PROCLAMATIONS AND RECOGNITION

- 5.1 Black History Month

6

6. PRESENTATION (Limited to Five (5) Minutes each)
7. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

8. 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.

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

- 8.2 Adoption of Resolution Appointing Councilmember Yamane to the San Diego County Water Authority Board of Directors. 7
- Recommendation:
 Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego County Water Authority Board of Directors."
- 8.3 Approval and Adoption of a Resolution Authorizing the Acceptance of Justice Assistance Grant (JAG) and Appropriation of Funds to Purchase Over-the-Ear Hearing Protection Equipment. 9
- Recommendation:
 Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of the National City Police Department's Grant Application in the Amount of \$26,098.00 to the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to Purchase Lightweight Tactical Over-the-Ear Hearing Protection for the SWAT Radio Communication System, and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget."
- 8.4 Approval of Creation of One (1) New Job Classification and Amending the Executive Salary Schedule." 53
- Recommendation:
 Approve the Resolution entitled, "Resolution of the City Council of the City of National City, California, Creating one (1) New Job Classification and Amending the Executive Salary Schedule."
- 8.5 Citywide Desktop Computer Lifecycle Replacements 61
- Recommendation:
 Adopt a Resolution of the City Council of the City of National City, California, waiving the bid process by utilizing pricing and contracts, amendments, and extensions from the National Association of State Procurement Officials (NASPO) ValuePoint Agreement with Dell Technologies, Inc. to purchase computer hardware, software, and related services for an amount not to exceed \$369,628.00 pursuant to National City Municipal Code Section 2.60.260.
- 8.6 Authorizing establishment of appropriations and purchases for CIP Fleet Vehicle Equipment and Accessories 117
- Recommendation:
 Adopt a Resolution of the City Council of the City of National City, California, 1) authorizing the establishment of appropriations in the amount of \$382,000 waiving the formal bid process pursuant to NCMC 2.60.260 regarding cooperative purchasing, and authorizing the purchase and buildout of one (1) Aerial Boom Truck for Public Works Parks Division from PB Loader in a not-to-exceed amount of \$381,611.63; 2) authorizing additional appropriations in the

amount of \$8,000 for the purchase and buildout of one (1) Medium Crew Cab Truck for the National City Fire Department from National Auto Fleet in a not-to-exceed amount of \$237,928.30; 3) waiving the formal bid process pursuant to NCMC 2.60.220 (B) regarding open market procedure - exception to bidding requirements and authorizing the purchase and buildout of two (2) motorcycles for the National City Police Department from sole source vendor Long Beach BMW Motorcycle in a not-to-exceed amount of \$71,542.42, and; 4) authorizing the City Manager to approve adjustments to the not-to-exceed amounts and additional appropriations for these purchases of up to \$172,770 as a 25% contingency for unforeseen fluctuations in pricing.”

- 8.7 Installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd. 139

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd”.

- 8.8 Installation of red curb “No Parking” at the intersection of the Alley between E. 6th Street and E. 7th Street with M Avenue. 158

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, authorizing the installation of red curb “No Parking” at the intersection of the Alley between E. 6th Street and E. 7th Street with M Avenue in order to enhance safety and visibility for drivers when exiting the Alley onto M Avenue.”

- 8.9 Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on March 18, 2023 from 10 a.m. to 2:15 p.m. with no waiver of fees. 174

Recommendation:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

- 8.10 Temporary Use Permit – National Day of Prayer sponsored by Heart Revolution Church at Kimball Park Bowl on May 4, 2023 with no waiver of fees. 201

Recommendation:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

- 8.11 Investment transactions for the month ended November 30, 2022. 220

Recommendation:

Accept and file the Investment Transaction Ledger for the month ended November 30, 2022.

- 8.12 Warrant Register #27 for the period of 12/30/22 through 1/05/23 in the amount of \$ 1,926,754.42 273

Recommendation:

Ratify Warrants Totaling \$ 1,926,754.42

- 8.13 Warrant Register #28 for the period of 01/06/23 through 1/12/23 in the amount of \$ 2,312,382.68 278

Recommendation:

Ratify Warrants Totaling \$ 2,312,382.68

9. PUBLIC HEARING

The following item(s) have been advertised as public hearing(s) as required by law.

- 9.1 Public Hearing and Adoption of Multiple Ordinances Amending the National City Municipal Code Chapters 15.08, 15.14, 15.20, 15.24, 15.28, 15.75, 15.78, and 15.79 related to California Codes. 282

Recommendation:

Adoption of the Ordinances for the 2022 California Fire Code and the National Fire Protection Association Standards; the 2022 California Building Code; the 2022 California Electrical Code and 2020 National Electrical Code; the 2022 California Energy Code; Appendix J of the 2022 California Building Code, and Amending Chapter 15.70 (Grading) of the National City Municipal Code; the 2022 California Green Building Standards Code; the 2022 California Mechanical Code; the 2022 California Plumbing Code; and the 2022 California Residential Code and all Appendices related to these Codes; receive public input; and schedule for the meeting of February 21, 2023, for consideration and adoption.

- 9.2 Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California Establishing the Compensation of the Mayor and City Council 333

Recommendation:

Adopt an ordinance adjusting the Mayor and City Council compensation in accordance with City Council direction.

10. STAFF REPORTS

- 10.1 Approval of Agreement with EXOS Community Services LLC for Las Palmas Pool Operations 336

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Service Agreement between the City of National City and EXOS Community Services, LLC, to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street."

- 10.2 City Council discussion and direction regarding revisions to City Council Policy #901 Management of Real Property (Sale, Lease, Rental, Surplus) with the intent to expand homeownership opportunities on City-owned parcels. 371

Recommendation:

Provide direction to staff on potential revisions to City Council Policy #901

- 10.3 Street Sweeping Program 385

Recommendation:

Accept report and provide direction.

- 10.4 2023 Goal Setting and Budgeting Kick-Off 393

Recommendation:

Confirm process and proposed dates and provide direction to staff on initial City Council Priorities.

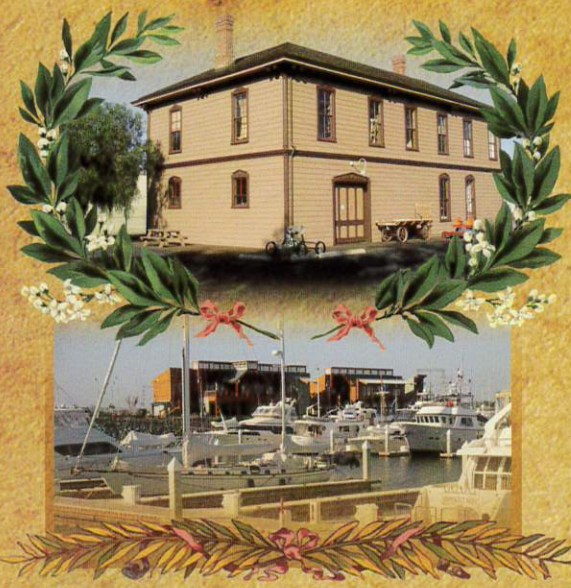
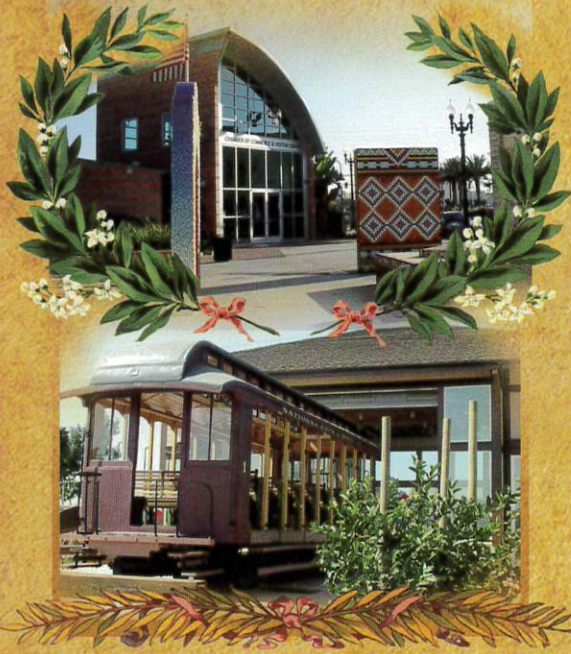
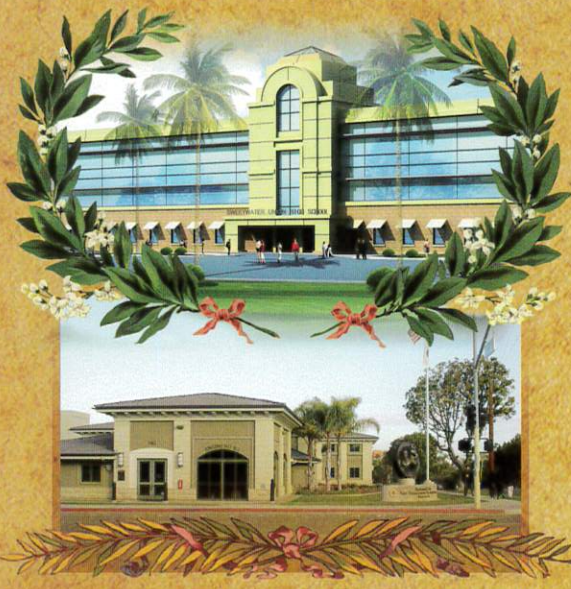
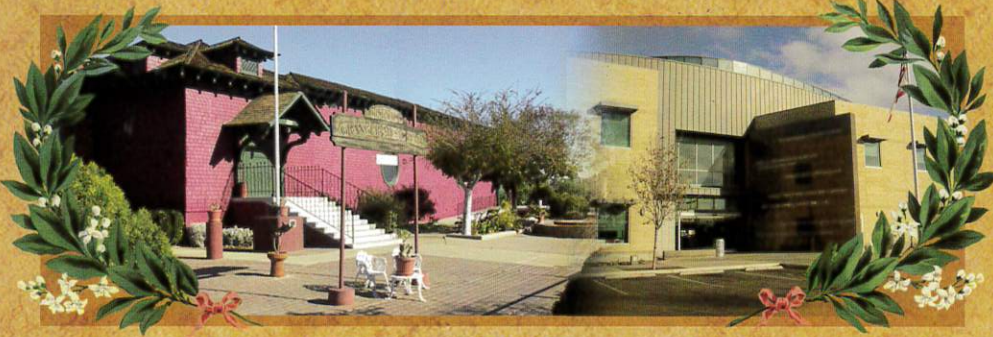
11. CITY MANAGER'S REPORT

12. ELECTED OFFICIALS REPORT

13. CITY ATTORNEY REPORT

14. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, March 7, 2023 - 6:00 p.m. - Council Chambers - National City, California.



Proclamation



WHEREAS, Carter G. Woodson, an NAACP leader, educator and historian, established Black History Week to recognize the central role Blacks played in the development of the nation. The first celebration occurred on February 12, 1926. The second week of February was set aside for this celebration to coincide with the birthdays of abolitionist Frederick Douglass and President Abraham Lincoln. In 1976, the week was expanded to Black History Month; and

WHEREAS, in 1976, President Gerald R. Ford officially recognized Black History Month. President Ford called upon the public to “seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history.”; and

WHEREAS, Black History Month is that time for African Americans to acknowledge key figures from our past and present. It's an opportunity to spotlight and celebrate the achievements that African Americans have accomplished in this country, despite the history of racism and oppression; and

WHEREAS, this month is a time of celebration and the uplifting of Black voices, we are also called to reflect on the challenges Black Americans face both past and present. There is much work to be done; and

WHEREAS, while we encourage all citizens to support Black-owned businesses year-round, but especially this Month we celebrate black excellence through Black History Month and honor the countless Black Americans that have played a vital and positive role in our history. It's also the opportunity for people to learn and celebrate both our commonalities and diversity that make up our society! **NOW, THEREFORE,**

BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council, proclaim February 21, 2023 as:

BLACK HISTORY MONTH

As the Mayor of the City of National City, I call upon all citizens of National City to take a moment to learn about noteworthy Black Figures and equality. Reaffirming the ideals and recognize the contributions and achievements of those with African and Caribbean heritage.

Ron Morrison

Proud to be Mayor of National City





AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, Interim City Clerk
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Adoption of Resolution Appointing Councilmember Yamane to the San Diego County Water Authority Board of Directors.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego County Water Authority Board of Directors."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On Tuesday, December 13, 2022, the City Council voted unanimously to appoint Councilmember Ditas Yamane to the San Diego County Water Authority (SDCWA) Board of Directors.

This report and resolution are administrative in nature, as the appointment was already made. The SDCWA requires a resolution be adopted by the City Council memorializing the appointment.

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

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPOINTING MEMBER YAMANE OF THE CITY COUNCIL TO THE SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS

WHEREAS, California Public Utilities Code Sections 132351.1 (d and (f)) require that the City Council appoint a primary and alternate to the San Diego County Water Authority Board of Directors; and

WHEREAS, San Diego County Water Authority Board of Directors requests that the appointments be made by the Legislative Body ("City Council") and that the appointment be made no later than January 31 of each year; and

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

Section 1: The above recitals are true and correct.

Section 2: The following City of National City Councilmember is appointed to the San Diego County Water Authority Board of Directors, for a term ending in December 2023 or until replacements are appointed:

PRIMARY MEMBER: Ditas Yamane
ALTERNATE: Proxy selected within the Board by Primary

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.

Section 4: Direction to the City Clerk to provide a certified copy of the resolution in its entirety to the San Diego County Water Authority Board of Directors prior to the January 31 deadline.

PASSED AND ADOPTED this 21st day February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Police Department
Prepared by: Salvador Gil, Corporal
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Approval and Adoption of a Resolution Authorizing the Acceptance of Justice Assistance Grant (JAG) and Appropriation of Funds to Purchase Over-the-Ear Hearing Protection Equipment.

RECOMMENDATION:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of the National City Police Department's Grant Application in the Amount of \$26,098.00 to the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to Purchase Lightweight Tactical Over-the-Ear Hearing Protection for the SWAT Radio Communication System, and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) and the U.S. Department of announced that the City of National City is eligible for a grant award of \$26,098 from the Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation, for the purchase of lightweight tactical over-the-ear hearing protection headset for the SWAT radio communication system, and set aside 3% of the awarded grant for NIBRS compliance as dictated within the grant.

The JAG Program provides States and local governments with critical funding necessary to support a range of program areas, including, but not limited to, law enforcement, prosecution, court programs, prevention, and education programs. Applicants are required to complete an on-line application, and submit a budget and various narratives justifying the use of the funds.

The 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a direct grant allocation program, and does not require the City to allocate any upfront costs or matching funds.

The City is required to make the grant application available for review and public comment for no less than 30 days and a formal award will not be made until the 30-day review requirement has been met.

FINANCIAL STATEMENT:

Revenue:	290-11680-3498	Other Federal Grants
Expense:	290-411-680-515-0000	Communications Equipment

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:

- Exhibit A – 2022 JAG NCPD Agency Information
- Exhibit B – 2022 JAG Disclosure of Lobbying Activity
- Exhibit C – 2022 Disclosure of High Risk Status
- Exhibit D – 2022 Form Application Test Case
- Exhibit E - 2022 JAG Narrative
- Exhibit F - 2022 JAG Grant Submission Confirmation
- Exhibit G - 2022 JAG Award Letter-Project Info-Budget Summary
- Exhibit H – 2022 JAG Certification
- Exhibit I – 2022 JAG Resolution



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: [Redacted]
 Street1: [Redacted]
 Street2: [Redacted]
 City: [Redacted]
 State: [Redacted]
 Zip Code: [Redacted]

2. Authorized Representative's Name and Title:

Prefix: [Redacted] First Name: [Redacted] Middle Name: [Redacted]
 Last Name: [Redacted] Suffix: [Redacted]
 Title: [Redacted]

3. Phone: [Redacted] 4. Fax: [Redacted]

5. Email: [Redacted]

6. Year Established: [Redacted]	7. Employer Identification Number (EIN): [Redacted]	8. Unique Entity Identifier (UEI) Number: [Redacted]
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9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

Defense Contract Agency Audit (DCAA)

Other Audit & Agency (list type of audit):

None (if none, skip to question 13)

11. Most Recent Audit Report Issued: Within the last 12 months Within the last 2 years Over 2 years ago N/A

Name of Audit Agency/Firm:

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

Unqualified Opinion Qualified Opinion Disclaimer, Going Concern or Adverse Opinions N/A: No audits as described above

Enter the number of findings (if none, enter "0"):

Enter the dollar amount of questioned costs (if none, enter "\$0"):

Were material weaknesses noted in the report or opinion?

Yes No

13. Which of the following best describes the applicant entity's accounting system:

Manual Automated Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes No Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes No Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes No Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? <input type="checkbox"/> Yes <input type="checkbox"/> No (b) adhere to the Federal Travel Regulation (FTR)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

- Yes No Not Sure
- N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

- Yes No Not Sure
- N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- Yes No Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name:

[Redacted]

Date:

[Redacted]

Title: Executive Director Chief Financial Officer Chairman

Other:

[Redacted]

Phone:

[Redacted]

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



NATIONAL CITY POLICE DEPARTMENT

Edward Byrne Memorial

Justice Assistance Grant (JAG) Program

FY 2022 Local Solicitation

Applicant Disclosure of High Risk Status

The National City Police Department and the City of National City California are not designated as high risk by any other federal agency. We do not require additional oversight by any federal agency due to past programmatic or financial concerns.

*National City Police Department
1200 National City Boulevard
National City, CA 91950
(619) 336-4400/Fax (619) 336-4525
www.nationalcitypd.org*

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="08/15/2022"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="City of National city"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="956000749"/>	* c. UEI: <input type="text" value="KJA9JQQC2M75"/>

d. Address:

* Street1: <input type="text" value="1243 National city Blvd"/>
Street2: <input type="text"/>
* City: <input type="text" value="National City"/>
County/Parish: <input type="text" value="San Diego"/>
* State: <input type="text" value="CA: California"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="91950-4301"/>

e. Organizational Unit:

Department Name: <input type="text" value="National City Police Dept."/>	Division Name: <input type="text"/>
--	-------------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Salvador"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Gil"/>	
Suffix: <input type="text"/>	

Title: <input type="text" value="Police Corporal"/>

Organizational Affiliation: <input type="text" value="National City Police Department"/>
--

* Telephone Number: <input type="text" value="6196006535"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email: <input type="text" value="sgil@nationalcityca.gov"/>

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2022-171368

* Title:

BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

13. Competition Identification Number:

C-BJA-2022-00155-PROD

Title:

Category 2 - Applicants with eligible allocation amounts of \$25,000 or more

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Technology/Safety Improvements

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="26,098.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="26,098.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:



NATIONAL CITY POLICE DEPARTMENT

Edward Byrne Memorial

Justice Assistance Grant (JAG) Program

FY 2022 Local Solicitation

Program Abstract

Applicant: The National City Police Department

Project Title: Technology / Safety Improvements

Project Identifier: Handheld Tactical Radio Headset Upgrades

Project Goals: To increase our current level of technology and increase officer survivability through improved tactical communications systems

Strategies: To procure the highest quality radios tactical communications headsets to remain competitive with societal technology improvements. To increase officer survivability by providing upgraded tactical communications system.

Program Narrative

The National City Police Department is requesting the approval to utilize its Fiscal Year (FY) 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) program-local Solicitation allocation of \$26,098.00 to purchase (17) Lightweight tactical over-the-ear hearing protection headset for the SWAT radio

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NATIONAL CITY POLICE DEPARTMENT

Edward Byrne Memorial

Justice Assistance Grant (JAG) Program

FY 2022 Local Solicitation

communications system. This grant will only be utilized for the procurement of technologies and safety equipment to assist frontline law enforcement personnel in the field.

The National City Police Department is always seeking new ways to improve our equipment to stay on the forefront of technology to remain competitive with societal improvements and the abilities of the criminal elements using technology to commit crimes. The acquisition of computers, radios, and phone equipment will enable officers to stay technologically ahead of the criminal element.

The state Department of Justice issued a directive in October 2020 requiring law enforcement agencies to either fully encrypt or to adopt policies that would personally identifiable information and criminal records of individuals they encounter. The National City Police Department began to transition to encrypted radios after seeking various grants and using general fund money. The National City Police Department was able to purchase handheld portable radios for all of the officers and some of the supporting professional staff, but we are still in need of purchasing the headsets that are compatible with the current new radios. Currently the SWAT officers are using an older (5-6 years old) tactical headset that are beginning to show their age and cause breaks in communications.

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NATIONAL CITY POLICE DEPARTMENT

Edward Byrne Memorial

Justice Assistance Grant (JAG) Program

FY 2022 Local Solicitation

The acquisition of the communications headset to every SWAT officer's tactical go-bag will not only improve communications, it will also **protect the officer's hearing and improve the effectiveness of his or her performance in chaotic, evolving and dangerous situations.**

Budget and Budget Narrative

- A. Personnel – No personnel costs in application
- B. Fringe Benefits – No fringe benefit costs in application
- C. Travel – No travel costs in application
- D. Equipment
 - 1. (17) Envision T5 tactical headsets compatible with the Motorola APX6000 (currently being used) Handheld Portable Police radios = \$25,500.00 (\$1,500.00 per unit).
- E. Supplies – No supply costs in application
- F. Construction – No construction costs in application
- G. Consultants/Contracts – No consultants/contracts costs in application
- H. Indirect Costs – No indirect costs in application

Budget Summary

Personnel	\$0
Fringe Benefits	\$0
Travel	\$0

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NATIONAL CITY POLICE DEPARTMENT

Edward Byrne Memorial

Justice Assistance Grant (JAG) Program

FY 2022 Local Solicitation

Equipment	\$25,500.00
Supplies	\$0
Construction	\$0
Consultants/Contracts	\$0
Other Costs	\$0
Indirect Costs	\$0
Estimated total	\$25,500.00
Federal Grant Request	\$26,098.00

The equipment costs quoted in this Budget Narrative are approximations based on current availability. The National City Police Department will use JAG funds to purchase the heist quality and up to date technology equipment to meet our needs. The number of items ultimately purchased by the National City Police Department will be determined by costs and availability at the time of purchase. The National City Police Department will incur any costs over the current allocation of \$26,098.00.

Applicable sales taxes associated with the equipment items is calculated into the costs of the equipment.

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Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the "Track My Application" link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT13697608
UEI:	KJA9JQQC2M75
Submitter's Name:	Salvador Gil
CFDA Number:	16.738
CFDA Description:	Edward Byrne Memorial Justice Assistance Grant Program
Funding Opportunity Number:	O-BJA-2022-171368
Funding Opportunity Description:	BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation
Agency Name:	Bureau of Justice Assistance
Application Name of this Submission:	2022 Jag Grant
Date/Time of Receipt:	Aug 15, 2022 02:51:32 PM EDT

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://apply07.grants.gov/apply/spoExit.jsp?p=web/grants/applicants/track-my-application.html&tracking_num=GRANT13697608

It is suggested you Save and/or Print this response for your records.

Salvador Gil

From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Monday, September 26, 2022 6:23 PM
To: Salvador Gil; Salvador Gil; Salvador Gil
Subject: DOJ Justice Grants System - Award Number 15PBJA-22-GG-02450-JAGX Notification

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



Congratulations! Application GRANT13697608 submitted under the 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at <https://justgrants.usdoj.gov> to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Elaine Smokes at 202-307-1611 and Elaine.Smokes@usdoj.gov

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Award Letter

September 26, 2022

Dear Sal Gil,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF NATIONAL CITY for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$26,098.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in

office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	—	Terry

Award Information

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13697608

Grant Manager Name Phone Number

Elaine Smokes 202-307-1611

E-mail Address

Elaine.Smokes@usdoj.gov

Project Title

Technology/Safety Improvements

Performance Period Start Date

Performance Period End Date

10/01/2021

09/30/2025

Budget Period Start Date**Budget Period End Date**

10/01/2021

09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqt.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements – whether a condition set out in full below, a

condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation

related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

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Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

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Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

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Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact->
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Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

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Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award

conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

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Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

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FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the

provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

The award recipient agrees to participate in a data collection process measuring program outputs and

outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

45

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these

award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

46

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

47

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

48

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

51

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

52

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

53

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or

in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and – when appropriate – promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

54

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

55

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

56

Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

57

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to a hearing, an unbiased adjudicator, the right

to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

58

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

59

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

60

BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

61

The recipient may not expend or draw down any award funds until—

(1) OJP determines that the recipient's Grant Award Administrator and all Financial Manager for this award have successfully completed an "OJP financial management and grant administration training" on or after October 15, 2020, and

(2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition. Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

No more data to load

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/22 1:48 PM

Authorized Representative

Declaration and Certification Page 48 of 432

Entity Acceptance

Title of Authorized Entity Official
Corporal

Name of Authorized Entity Official
Sal Gil

Signed Date And Time
12/28/2022 9:55 AM

Budget Summary

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$25,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,500
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$25,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,500
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$25,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,500
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE NATIONAL CITY POLICE DEPARTMENT'S GRANT APPLICATION IN THE AMOUNT OF \$26,098 TO THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TO PURCHASE LIGHTWEIGHT TACTICAL OVER-THE-EAR HEARING PROTECTION HEADSET FOR THE SWAT RADIO COMMUNICATION SYSTEM, AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET

WHEREAS, the justice Assistance Grant Program provides States and local governments with critical funding necessary to support a range of program areas, including, but not limited to, law enforcement, prosecution, court programs, prevention, and education programs: and

WHEREAS, the Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) and the U.S. Department of announced that the City of National City is eligible for a grant award of \$26,098 from the Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation, for the purchase of lightweight tactical over-the-ear hearing protection headset for the SWAT radio communication system, and set aside 3% of the awarded grant for NIBRS compliance as dictated within the grant; and

WHEREAS, the City is required to make the grant application available for review and public comment for no less than 30 days: and

WHEREAS, the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a direct grant allocation program, and does not require the City to allocate any upfront costs or matching funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the 30-day review and public comment of the National City Police Department's 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program application in the amount of \$26,098, and authorizes acceptance of the grant award.

BE IT FURTHER RESOLVED that the City Council hereby authorizes, upon the expiration of the 30-day review and public comment period, the expenditure of said grant funds to purchase lightweight tactical over-the-ear hearing protection headset for the SWAT radio communication system.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the set aside of 3% of the awarded Grant for NIBRS Compliance as directed within the grant.

PASSED and ADOPTED this 21st day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Administrative Services - Human Resources
Prepared by: Molly Brennan, Administrative Services Director
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Approval of Creation of One (1) New Job Classification and Amending the Executive Salary Schedule.”

RECOMMENDATION:

Approve the Resolution entitled, “Resolution of the City Council of the City of National City, California, Creating one (1) New Job Classification and Amending the Executive Salary Schedule.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

On January 10, 2023 the National City Civil Service Commission approved the new City Clerk job classification (Exhibit A).

EXPLANATION:

Under the previous organizational structure, the City Clerk’s Office included the Deputy City Clerk, the position responsible for the daily operations of the City Clerk’s Office, and the City Clerk, a ceremonial elected position with non-mandated duties and responsibilities. The City voters passed Measure M on the November 8, 2022 election and results were certified December 13, 2022, making the City Clerk position a City Manager appointed position and member of the Executive Management Staff.

A stipulation of the measure was to allow the sitting City Clerk to remain until the end of her elected term December 2024. However, in this case the elected City Clerk ran for City Council in the same election unopposed for District 1, therefore, winning the seat. This required the City Clerk to resign from her position effective December 13, 2022, and the Deputy City Clerk has been appointed as Interim City Clerk until a permanent appointment can be made.

Due to the organizational changes to the City Clerk’s Office resulting from the last municipal election, staff brought forward a new job classification for City Clerk to make it a professional staff member position, which was approved by the Civil Service Commission on January 10th.

Staff recommends approving the addition of the City Clerk classification to the Executive Salary Schedule. The proposed salary is based on a regional salary survey benchmark, putting the National City Clerk position at the median of San Diego County agencies. In February 2024, the City Clerk will receive a 3% COLA upon an annual performance evaluation rating of satisfactory or above. The proposed salary for 2023 and 2024 is shown in Exhibit B - Amended Executive Salary Schedule.

FINANCIAL STATEMENT:

The budget savings from no longer having the expenditures associated with an Elected City Clerk will offset any increases from appointing the Deputy City Clerk as Interim City Clerk for the remainder of the current fiscal year. The City Clerk position will be included in the proposed FY24 budget for Council consideration later in the year.

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 – City Clerk Job Classification
Exhibit B – Amended Executive Salary Schedule
Exhibit C - Resolution

CITY CLERK (EXECUTIVE)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	January 10, 2023

DEFINITION

Under general administrative direction of the City Manager, to manage and administer the functions of the City Clerk’s Office; plan, direct, and implement all department activities defined by government code; serve as the custodian of records and official City documents; and perform related duties as required. Conducting City Elections, serving as the Filing Officer for Political Reform Act filings, and performing statutory duties; to administer citywide records management and document management system programs; and attends all City Council meetings.

DISTINGUISHING CHARACTERISTICS

This is an exempt, unrepresented, executive-level position that serves as a department head and is responsible for overseeing the administration and implementation of programs, services, and activities of the City Clerk’s Office including the direct and indirect supervision of management, professional, technical and clerical personnel; developing and implementing policies, goals and objectives; and administering the department’s budget. The incumbent reports directly to the City Manager or designee, and will use considerable judgment and independence in managing the department’s work.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Performs legal and administrative duties related to the enactment of City laws, the City records retention, destruction and imaging programs.
- Oversees and maintains the official records for the City; and acts as custodian of the City seal.
- Administers oaths and certifies documents.
- Maintains a records management system and records retention schedule for records of the City, and works closely with City departments to ensure their compliance with all records management and retention schedules.
- Analyzes new approaches to electronic management and public access of City records.
- Prepares ordinances, resolutions, and other City documents for certification.
- Prepares minutes for City Council, Housing Authority and other administrative bodies.
- Sets public hearings before the City Council and provides notice as required by law.
- Maintains an accurate record of the proceedings of the legislative body; maintains and records all City ordinances.
- Administers and maintains the National City Municipal Code

- Serves as the Elections Official, administers and coordinates general and special elections.
- Receives petitions relating to initiative, referendum, or recall and administers the process on behalf of the City.
- Serves as filing officer for campaign disclosure statements and statement of economic interests under the Political Reform Act.
- Accepts subpoenas and all claims filed with the City, and maintains a log.
- Administers the electronic agenda workflow, prepares agenda reports and final packets for City Council meetings and distribution to the public.
- Manages the Boards/Commission/Committee program; assists with the applications, appointments and resignation processes; includes maintaining and updating all policies that apply.
- Prepares and executes the legal advertising for public hearings and other official legal notifications to the public regarding City Council meetings and actions.
- Responds to inquiries from the public; provides explanation of the requirements of City codes, ordinances, established policies and procedures; and responds to public records requests.
- Maintains current knowledge of state, federal, and/or local regulations and best practices regarding elections, Political Reform Act, public meetings, municipal city clerk, and public records management.
- Administers the department budget.

MINIMUM QUALIFICATIONS

Education and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: a bachelor's degree in public or business administration, information technology, records management, or a closely related field from an accredited college or university; AND at least five (5) years of progressively responsible managerial experience in or related to a municipal agency at a level equal to Deputy City Clerk/Assistant City Clerk, including three (3) years of supervisory experience; AND certification as a Master Municipal Clerk (MMC).

Knowledge and Skills in: Principles, practices and procedures of City, state, and federal laws and processes as they relate to the City Clerk's office and the City Council; ability to compose correspondence on official actions with appropriate reference to City codes; extensive knowledge of modern office management principles, procedures, and methods including computers, equipment, and records management and retention; ability to deal effectively and courteously with City and other agency staff and the public; demonstrated management and supervisory principles and practices, including training, evaluation and

discipline methods; excellent administrative and communication skills; extensive knowledge of election and related laws and with political reform requirement.

Ability to: Plan, organize and direct the activities of the City Clerk's Office. Interpret and apply laws, rules, and regulations relating to the various aspects of City government; analyze and solve problems of organization and management; maintain complex records; plan, train, organize, direct, and evaluate the performance of subordinate staff; communicate clearly and concisely, both orally and in writing; work independently; establish and maintain effective, responsive, and cooperative working relations with elected and appointed officials, the public, and all levels of staff.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

A current license as a Notary Public issued by the State of California at the time of appointment.

Possession of a valid California Class C driver's license or other means that would allow for the ability to commute to meetings, conduct site visits, and attend other special events throughout the county.

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$20,017.15 (Jan-May) \$21,310.26 (May-Dec)	\$240,205.80 (Jan-May) \$255,723.12 (May-Dec)
City Attorney	\$17,688 (Actual Salary)	\$212,256
Assistant City Manager ¹	\$ 9,310.05 – \$ 18,290.66	\$ 111,720.59 – \$ 219,487.90
Assistant Police Chief	\$ 13,169.52 – \$ 17,376.33	\$ 158,034.20 – \$ 208,515.90
City Clerk	\$ 10,064.92 – \$ 12,564.92	\$ 120,779.00 – \$ 150,779.00
City Librarian	\$ 11,234.26 – \$ 14,730.18	\$ 134,811.14 – \$ 176,762.21
Community Development Executive Director ¹	\$ 10,836.61 – \$ 16,445.01	\$ 130,039.27 – \$ 197,340.08
Community Services Director	\$ 10,271.32 – \$ 13,722.37	\$ 123,255.90 – \$ 164,668.49
Deputy City Manager	\$ 9,261.29 – \$ 17,296.93	\$ 111,135.45 – \$ 207,563.18
Director of Administrative Services	\$ 11,800.48 – \$ 15,444.05	\$ 141,605.72 – \$ 185,328.61
Director of Building & Safety	\$ 10,836.61 – \$ 12,921.44	\$ 130,039.27 – \$ 155,057.23
Director of Community Development	\$ 10,836.61 – \$ 15,254.97	\$ 130,039.27 – \$ 183,059.60
Director of Emergency Services ²	\$ 12,325.44 – \$ 16,331.89	\$ 147,905.28 – \$ 195,982.64
Director of Finance	\$ 11,800.48 – \$ 14,728.16	\$ 141,605.72 – \$ 176,737.96
Director of Housing & Economic Development	\$ 10,513.16 – \$ 13,401.78	\$ 126,157.89 – \$ 160,821.32
Director of Neighborhood Services	\$ 10,836.61 – \$ 13,814.10	\$ 130,039.27 – \$ 165,769.15
Director of Planning	\$ 10,179.28 – \$ 13,884.69	\$ 122,151.39 – \$ 166,616.25
Director of Public Works	\$ 12,025.32 – \$ 15,235.51	\$ 144,303.79 – \$ 182,826.12
Director of Public Works/City Engineer	\$ 12,025.32 – \$ 15,235.51	\$ 144,303.79 – \$ 182,826.12
Fire Chief	\$ 12,325.44 – \$ 16,331.89	\$ 147,905.28 – \$ 195,982.64
Human Resources Director	\$ 11,863.57 – \$ 14,831.24	\$ 142,362.80 – \$ 177,974.85
Library and Community Services Director	\$ 11,234.26 – \$ 17,535.57	\$ 134,811.14 – \$ 210,426.78
Police Chief ³	\$ 16,809.83 – \$ 19,113.96	\$ 201,718.01 – \$ 229,367.49
Records Management Officer	\$ 8,176.90 – \$ 10,057.33	\$ 98,122.81 – \$ 120,687.97
Senior Assistant City Attorney	\$ 10,639.99 – \$ 16,048.69	\$ 127,679.90 – \$ 192,584.27

Effective 05/22/22 per Resolution 2022-21, City Manager Employment Agreement

Effective 1/1/2023 per Resolution 2022-199, City Attorney Employment Agreement

Auto Allowance: \$300/month, w/exception of Police & Fire Chief who are assigned a City Vehicle, and City Attorney. The City Manager receives \$750/month and Assistant City Manager receives \$400/month.

¹ If residing in National City, the Asst City Manager & CDC Executive Director receive a Housing Differential of \$15,000 per year (per Resolution 2009-100)

² Director of Emergency Services receives \$650 Uniform Allowance annually (per memo dated 08/02/12)

³ Police Chief receives a \$750 Uniform Allowance (per memo dated 03/13/19)

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$21,310.26	\$255,723.12
City Attorney	\$18,218.58	\$218,623.00
Assistant City Manager ¹	\$ 9,941.27 – \$ 19,530.76	\$ 119,295.25 – \$ 234,369.18
Assistant Police Chief	\$ 14,174.35 – \$ 18,702.14	\$ 170,092.21 – \$ 224,425.67
City Clerk	\$ 10,366.87 – \$ 12,941.87	\$ 124,402.41 – \$ 155,302.41
City Librarian	\$ 12,729.54 – \$ 16,690.77	\$ 152,754.50 – \$ 200,289.26
Community Development Executive Director ¹	\$ 11,891.01 – \$ 18,045.11	\$ 142,692.09 – \$ 216,541.27
Community Services Director	\$ 11,638.44 – \$ 15,548.82	\$ 139,661.26 – \$ 186,585.87
Deputy City Manager	\$ 9,863.27 – \$ 18,421.23	\$ 118,359.25 – \$ 221,054.78
Director of Administrative Services	\$ 12,818.86 – \$ 16,776.87	\$ 153,826.30 – \$ 201,322.47
Director of Building & Safety	\$ 11,891.01 – \$ 14,178.69	\$ 142,692.09 – \$ 170,144.30
Director of Community Development	\$ 11,891.01 – \$ 16,739.27	\$ 142,692.09 – \$ 200,871.30
Director of Emergency Services ²	\$ 13,683.70 – \$ 18,131.66	\$ 164,204.45 – \$ 217,579.92
Director of Finance	\$ 12,818.86 – \$ 15,999.20	\$ 153,826.30 – \$ 191,990.45
Director of Housing & Economic Development	\$ 11,362.62 – \$ 14,484.64	\$ 136,351.45 – \$ 173,815.68
Director of Neighborhood Services	\$ 11,891.01 – \$ 15,158.21	\$ 142,692.09 – \$ 181,898.48
Director of Planning	\$ 10,484.66 – \$ 14,301.23	\$ 125,815.93 – \$ 171,614.74
Director of Public Works	\$ 13,186.96 – \$ 16,707.26	\$ 158,243.53 – \$ 200,487.12
Director of Public Works/City Engineer	\$ 13,186.96 – \$ 16,707.26	\$ 158,243.53 – \$ 200,487.12
Fire Chief	\$ 13,683.70 – \$ 18,131.66	\$ 164,204.45 – \$ 217,579.92
Human Resources Director	\$ 12,921.80 – \$ 16,154.18	\$ 155,061.56 – \$ 193,850.21
Library and Community Services Director	\$ 12,729.54 – \$ 19,869.55	\$ 152,754.50 – \$ 238,434.59
Police Chief ³	\$ 18,092.42 – \$ 20,572.35	\$ 217,109.09 – \$ 246,868.23
Records Management Officer	\$ 8,837.59 – \$ 10,869.96	\$ 106,051.13 – \$ 130,439.55
Senior Assistant City Attorney	\$ 11,568.86 – \$ 17,449.74	\$ 138,826.35 – \$ 209,396.88

Effective 05/22/22 per Resolution 2022-21, City Manager Employment Agreement

Effective 1/1/2023 per Resolution 2022-199, City Attorney Employment Agreement

Auto Allowance: \$300/month, w/exception of Police & Fire Chief who are assigned a City Vehicle, and City Attorney. The City Manager receives \$750/month and Assistant City Manager receives \$400/month.

¹ If residing in National City, the Asst City Manager & CDC Executive Director receive a Housing Differential of \$15,000 per year (per Resolution 2009-100)

² Director of Emergency Services receives \$650 Uniform Allowance annually (per memo dated 08/02/12)

³ Police Chief receives a \$750 Uniform Allowance (per City Council Resolution of 03/13/19)

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, CREATING ONE (1) NEW JOB CLASSIFICATION AND AMENDMENT TO THE NATIONAL CITY EXECUTIVE SALARY SCHEDULE

WHEREAS, City staff recommends approving the addition of the City Clerk classification to the National City Executive Salary Schedule; and

WHEREAS, the classification was created to address their unique duties and responsibilities and to support the workforce sustainability of current and future service deliver in their respective department; and

WHEREAS, in February 2024, the classification of City Clerk will receive a 3% Cost-of-Living Adjustment (“COLA”) upon receiving an annual performance evaluation rating of satisfactory or above; and

WHEREAS, City staff recommends the City Council approve creating one (1) new job classification for the position of City Clerk and amending the National City Executive Salary Schedule.

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

Section 1: Approves the addition of the City Clerk classification to the Executive Salary Schedule.

Section 2: This Resolution shall take effect immediately upon its passage.

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.

PASSED and ADOPTED this 21st day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney



AGENDA REPORT

Department: Information Technology
Prepared by: Ron Williams, IT Manager
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Citywide Desktop Computer Lifecycle Replacements

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of National City, California, waiving the bid process by utilizing pricing and contracts, amendments, and extensions from the National Association of State Procurement Officials (NASPO) ValuePoint Agreement with Dell Technologies, Inc. to purchase computer hardware, software, and related services for an amount not to exceed \$369,628.00 pursuant to National City Municipal Code Section 2.60.260.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City participates in a cooperative purchasing agreement negotiated by NASPO ValuePoint to obtain computer hardware, software, and related services from Dell Computers, Inc. NASPO ValuePoint awarded Dell Technologies, Inc the State of California Participating Addendum 15-70-34-003 which can be used by state and non-state governmental entities. Staff utilizes the Dell cooperative purchasing agreement to provide the City of National City with standardized hardware and software, which facilitates efficient troubleshooting, quick turnaround times for equipment replacement, and standardized desktop imaging. This maximizes the value of the City's investment by adopting a citywide standard for desktop computers, centralized servers and software across the enterprise.

The City's computing infrastructure is comprised of hundreds of hardware components including desktop and laptop computers, monitors, printers and peripherals. Over time, these resources wear, age and/or become obsolete causing performance degradation, excessive support and repair activity, and loss of reliability. In order to manage these impacts, we propose the lifecycle replacement of approximately 280 staff desktop computers, 420 monitors and peripherals that are older than five years. A five year replacement lifecycle is the recommended best practice which corresponds to industry benchmarks for the useful life of desktop computer systems and peripherals. Council authority is requested for hardware and software purchases from Dell Computers, Inc. under NASPO ValuePoint's cooperative purchasing agreement for an amount not to exceed \$369,628.00.

Utilizing cooperative purchasing agreements significantly improves the quality of purchasing executed by the City, and participation in such agreements allows the City to gain greater efficiencies and economies of scale. NASPO ValuePoint is considered a 'pure' cooperative

because the program is led by State Procurement Officers from public-sector member states whom are elected by their peers and subject matter experts.

FINANCIAL STATEMENT:

The funding was budgeted in the FY23 Information Technology Maintenance & Operations Fund expenditures. No additional appropriations are required.

Account: 629-403082-502-0000

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 – Dell Quote
- Exhibit B – NASPO Master Agreement
- Exhibit C – Amendment #1
- Exhibit D – Amendment #2
- Exhibit E – Amendment #3
- Exhibit F – Amendment #4
- Exhibit G – California Participating Addendum
- Exhibit H – Resolution



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000143368668.1	Sales Rep	Lauren Trammell
Total	\$369,627.46	Phone	(800) 456-3355, 6180374
Customer #	335073	Email	Lauren_Trammell@Dell.com
Quoted On	Feb. 03, 2023	Billing To	ACCOUNTS RECEIVABLE
Expires by	Feb. 28, 2023		CITY OF NATIONAL CITY
Contract Name	Dell NASPO Computer Equipment PA - California		1243 NATIONAL CITY BLVD
Contract Code	C000000181156		NATIONAL CITY, CA 91950-4301
Customer Agreement #	MNWNC-108 / 7157034003		
Deal ID	24442894		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Lauren Trammell

Shipping Group

Shipping To	Shipping Method
RON WILLIAMS CITY OF NATIONAL CITY 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4301 (619) 336-4373	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$171.19	420	\$71,899.80
Slim Conferencing Soundbar SB522A	\$48.88	270	\$13,197.60
OptiPlex 3000 Micro	\$906.67	280	\$253,867.60

Subtotal:	\$338,965.00
Shipping:	\$0.00
Environmental Fee:	\$2,100.00
Non-Taxable Amount:	\$14,638.40
Taxable Amount:	\$326,426.60
Estimated Tax:	\$28,562.46

Total:	\$369,627.46
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Shipping Group Details

Shipping To

RON WILLIAMS
CITY OF NATIONAL CITY
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4301
(619) 336-4373

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	420	\$71,899.80

Estimated delivery if purchased today:

Feb. 08, 2023

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	420	-
Dell Limited Hardware Warranty	814-5380	-	420	-
Advanced Exchange Service, 3 Years	814-5381	-	420	-

	Quantity	Subtotal
Slim Conferencing Soundbar SB522A	270	\$13,197.60

Estimated delivery if purchased today:

Feb. 09, 2023

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Slim Conferencing Soundbar SB522A	520-AAWU	-	270	-

	Quantity	Subtotal
OptiPlex 3000 Micro	280	\$253,867.60

Estimated delivery if purchased today:

Feb. 08, 2023

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7157034003

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 3000 Micro	210-BCSM	-	280	-
12th Generation Intel Core i5-12500T (6 Cores/18MB/12T/2.0GHz to 4.4GHz/35W)	338-CCYD	-	280	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	280	-
Adobe Acrobat 2020 Standard	630-ABII	-	280	-
Office Home & Business 2021 with Adobe Acrobat Standard 2020	630-ABMC	-	280	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	280	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	280	-
Thermal Pad for Micro	412-AAZO	-	280	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	280	-
OptiPlex 3000 Micro DAO, FSJ	329-BGPX	-	280	-
65 Watt A/C Adapter	450-AKIF	-	280	-
US Power Cord	450-AAZN	-	280	-
Internal Antenna	555-BHDV	-	280	-
MediaTek WiFi-6 2x2 MT7921 Bluetooth 5.2 Wireless Card	555-BHGV	-	280	-

Wireless driver, MediaTek MT7921	555-BHMD	-	280	-
No Additional Video Ports	492-BCKH	-	280	-
SupportAssist	525-BBCL	-	280	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	280	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	280	-
Waves Maxx Audio	658-BBRB	-	280	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	280	-
Windows PKID Label	658-BFDQ	-	280	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 3000	658-BFLN	-	280	-
ENERGY STAR Qualified	387-BBLW	-	280	-
Dell Watchdog Timer	379-BESJ	-	280	-
Quick Start Guide	340-CZFP	-	280	-
Print on Demand Label	389-BDQH	-	280	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	280	-
Shipping Material	340-CQYN	-	280	-
Shipping Label	389-BBUU	-	280	-
Regulatory Label for OptiPlex 3000 Micro 65W	389-EDLS	-	280	-
Intel Core i5 Processor Label	340-CUEW	-	280	-
Desktop BTS/BTP Shipment	800-BBIP	-	280	-
Dell KB216 Wired Keyboard English	580-ADJC	-	280	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	280	-
No Cover Selected	325-BCZQ	-	280	-
Fixed Hardware Configuration	998-FQOC	-	280	-
Internal Speaker	520-AAVE	-	280	-
In-Band Systems Management	631-ADFQ	-	280	-
No Option Included	340-ACQQ	-	280	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	280	-
SMALL BUSINESS	379-BESP	-	280	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	280	-
Onsite Service After Remote Diagnosis 3 Years	803-8590	-	280	-

Subtotal:	\$338,965.00
Shipping:	\$0.00
Environmental Fee:	\$2,100.00
Estimated Tax:	\$28,562.46
Total:	\$369,627.46

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



STATE OF MINNESOTA
 Materials Management Division
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155
 Voice: 651.296.2600
 Fax: 651.297.3996



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD
 WITH
 DELL MARKETING, L.P.
 FOR**

**COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage
 including Related Peripherals & Services)**

To: Dell Marketing L. P. CONTRACT NO: MNWNC-108
 One Dell Way
 Mailstop 8707 *RR1-33 Legal 87W*
 Round Rock, TX 78682 *2/26/15*
 Contract Vendor Administrator: Diane Wigington
 Email: Diane.Wigington@dell.com THROUGH
 Phone: (512) 728-4805 EXTENSION OPTION: UP TO 36 MONTHS

CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later
 March 31, 2017

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement.; 2. Minnesota WCSA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Stephanie G Miller*
 Signature
 Printed Name: Stephanie G. Miller
 Title: Contract Manager / Senior Manager 87W
 Date: 16 February 2015
 By: _____
 Signature
 Printed Name: _____
 Title: _____
 Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Jae Kane*
 Signature
 Title: Master Agreement Administrator
 Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____
 Signature: Original signed
 Date: _____

MAR 03 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
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**COMPUTER EQUIPMENT
2014-2019**



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD
SUMMARY**

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WCSA-NASPO Cooperative Procurement Program ("WCSA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WCSA-NASPO Master Agreements with qualified manufacturers for:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

- Band 1: Desktop
- Band 2: Laptop
- Band 3: Tablet
- Band 4: Server
- Band 5: Storage

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WCSA-NASPO Website.

- 2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- 3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WCSA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- 4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

- 1. ACCEPTANCE OF TERMS AND CONDITIONS. The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. CONFLICT OF TERMS/ORDER OF PRECEDENCE:

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

- 3. ADDENDA TO THE RFP. Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

- 4. AWARD. The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

- 5. CLARIFICATION. If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- a. clearly mark all trade secret materials at the time the information is submitted;
 - b. include a statement with regard to the information justifying the trade secret designation for each item; and,
 - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.
9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
 10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
 11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:
MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
 - 7.1 **Confidentiality.** The parties acknowledges that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing, the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
 - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
13. **INDEMNIFICATION. DELETED SEE SECTION 2C17.**
14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.**
15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. LAWS AND REGULATIONS. Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.

20. NO WAIVER OF SOVEREIGN IMMUNITY. The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. PARTICIPANTS. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. PARTICIPATION OF ENTITIES. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. PAYMENT. Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
 - c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
 - d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. **Notwithstanding the above,** the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

- 31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.
- 32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. LIMITATION OF LIABILITY. NEGOTIATED.

- A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.
- B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000).
- C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

- 34. SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." "**Service Agreements**" are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 35. SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 36. EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

- 37. RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
 - a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. INDEMNIFICATION. NEGOTIATED. The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Indemnified Claims**"), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

19. JURISDICTION AND VENUE. This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.

Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. PERFORMANCE WHILE DISPUTE IS PENDING. Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

- 29. PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.
- 30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
- reject any and all responses received;
 - select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
 - waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
EXHIBIT B - PRICING SCHEDULE**

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	13.5%
BAND 2 LAPTOP	A	13.5%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WCSA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:

- a. Band number
- b. Part # - SKU #
- c. Manufacturer
- d. Description
- e. Minimum Discount
- f. Category Code (This code will be refined during the approval process)
- g. Other fields approved by the Lead State

2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:

- a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
- b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WCSA-NASPO Master Agreement unless approved by the Lead State.
- c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
- d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
- e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WCSA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WCSA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WCSA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WCSA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed
Third Party Product Addition Provide warranty Guarantee
Marketing Approval Attach Materials for review
Material Website Change Describe and provide link for review
Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____
Title of Requester: _____



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST FORM (ARF)

ACTION REQUEST FORM
LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR: _____

Contact Name and Email (for questions): _____

DATE: _____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED



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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
EXHIBIT F - REPORTING**

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. DELL MARKETING, L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u><i>D. Wigington</i></u> Signature <u>Diane Wigington</u> Printed Name</p> <p>Title: <u>Contracts Program Manager</u></p> <p>Date: <u>02/14/2017</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u><i>Andy Doran</i></u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/15/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u><i>Laura J. Jammett</i></u> Date: <u>2/16/2017</u></p>
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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/sig/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information, see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day; On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R, Z, Z1&ZS	5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		

CERTIFICATE OF SIGNATURE AUTHORITY

This is to certify that the below named individuals of Dell Federal Systems, L.P. are authorized to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Federal Systems, L.P. or any other Dell entity in accordance with Dell's Contracts, Proposals and Statements of Work (SOW) US Signature Policy. This certification shall become effective upon execution and continue until rescinded in whole or in part. If the employment status, title or roles and responsibilities of any of the below named individuals changes then their authority will be revised according to their then current employment status, title or roles and responsibilities. This certification may be rescinded in whole or in part, at any time without prior notice. Interested parties may request an updated certificate by written request to the following address:

Dell Federal Systems, L.P.
Customer Engagement Management
Contracts, Proposals & SOW
Certificate of Authority Request
One Dell Way, Mailstop 8708
Round Rock, Texas 78682

John Lavorato, Executive Director – CEM
Bobbi Dangerfield, VP Global Relationship
Business Operations
Joe Ayers, AVP - Federal
Max Peterson, AVP - Federal
Barbara Tomaschy, VP - Finance
Scott Sanders, Executive Director - Finance
Josh Bashara, Operations Director
Kathleen Hines, Contracts Director
Glen McGuire, Proposals Director
Jane McKenzie, Contracts Director
Rich Walsh, Contracts Director
Kim James, Audit & Compliance
Cindy Waidelich, Proposals Sr. Manager
Dana Anderson, Contract Manager
Pamala Aschenbrenner, Contract Manager, SOW
Lorri Bailey, Contract Manager
John Billings, Proposal Manager
Dennis Brand, Proposal Manager
Kevin Bromley, Contracts Manager
Eric Bufkin, Proposal Manager
Solange Calo, Proposal Manager
Lisa Campos, Proposal Manager
Aimee Cantrelli, Proposal Manager
Renee Carrasco, Proposal Manager
Daniela Chambliss, Proposal Manager
Michelle Chaney, Proposal Manager
Len Collett, Contract Manager
Mary Collins, Proposal Manager
Chris Collinson, Proposal Manager
Dennis Daley, Contract Manager
Mitchell Duncan, Proposal Manager
Montana Duncan, Contract Manager
Greg Fletcher, Proposal Manager
Meghan Filisakowski, Proposal Manager
Ani Fox, Proposal Manager

Jody Hahn, Proposal Manager
Jill Henderson, Contract Manager
Brian Johnson, Proposal Manager
Beth Jordan, Proposal Manager
Kate Kauffman, Contract Manager, SOW
Brice Kelly, Contract Manager
Liz Killmer, Contract Manager
Ashleigh Lane, Contract Manager
Stephanie Lendecky, Contract Manager
Scott Loras, Contract Manager
Melanie Mack, Proposal Manager
Christina McColly, Contract Manager
Lauren McCosham, Contract Manager
Staci McDonald, Proposal Manager
Felicia Middleton, Proposal Manager
Stephanie Miller, Contract Manager
Clare Mooney, Proposal Manager
Susan Morgan, Contract Manager
Jeannine Nagel, Proposal Manager
Kelly O'Shieles, Contract Manager
Stan Parish, Proposal Manager
Jennifer Parris, Contract Manager
Phyllis Pate, Contract Manager
Keon Robertson, Contract Manager, SOW
Tiffany Roper, Proposal Manager
Robert Saufferer, Contract Manager
Mary Shuman, Proposal Manager
Brian Sokoff, Proposal Manager
Susan Spalding, Contracts Advisor
Nicholas Stokes, Proposal Manager
Ted Thomas, Proposal Manager
Melissa Vaclavik, Proposal Manager
Christian von Wupperfeld, Contract Manager
Teresa Walden, Contract Manager
David White, Contract Manager
Diane Wigginton, Contract Manager

Witness my hand on the following day


Frank Muehleman
VP and General Manager – North America Public Business Group

6/6/2011
Date

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. DELL MARKETING L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>[Signature]</u> Signature <u>Bodie Robbins</u> Printed Name Title: <u>Sr. Contract Manager</u> Date: <u>12/19/19</u></p> <p>By: _____ Signature Printed Name: _____ Title: _____ Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u> Date: <u>1.27.2020</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u>[Signature]</u> Date: <u>1/27/2020</u></p>
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STATE OF MINNESOTA

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



May 7, 2021

Alyssa Sayles
Dell Marketing L.P.
One Dell Way
Mailstop RR1-33 Legal
Round Rock, TX 78682

Dear Ms. Sayles:

Please find enclosed Amendment 3 to NASPO Master Agreement No. MNWNC-108 for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 14, 2021**.

A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to Elizabeth Randa at Elizabeth.Randa@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Pamela Kunhart

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (“Contractor” or “Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2021 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. Dell Marketing L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u><i>Alyssa Sayles</i></u> <small>Signature 963F195AB752450...</small> <u>Alyssa Sayles</u> <small>Printed Name</small></p> <p>Title: <u>Contract Administrator</u></p> <p>Date: <u>5/10/2021</u></p> <p>By: _____ <small>Signature</small></p> <p>_____ <small>Printed Name</small></p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u><i>Elizabeth Randa</i></u> <small>742DE739C8ED492...</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/14/2021</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u><i>Andy Doran</i></u> <small>68D02A26D7604BA...</small></p> <p>Date: <u>5/14/2021</u></p>
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STATE OF MINNESOTA

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



May 12, 2022

Renee Brand
Dell Marketing L.P.
One Dell Way
Mailstop RR1-33 Legal
Round Rock, TX 78682

Dear Ms. Brand:

Amendment No. 4 to NASPO Master Agreement No. MNWNC-108 is enclosed for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 20, 2022**.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Cyndi Radel
Greg Garritty
Mike Hendrix

AMENDMENT NO. 4 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (“Contractor” or “Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2022 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

- 1. That NASPO Master Agreement No. MNWNC-108 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. Dell Marketing L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Alyssa Sayles</u> Signature: 83EA126F4265402...</p> <p>Printed Name <u>Alyssa Sayles</u></p> <p>Title: <u>Contract Administrator</u></p> <p>Date: <u>5/26/2022</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: By: <u>Elizabeth M. Randa</u> Signature: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/26/2022</u></p> <p>3. Commissioner of Administration Or delegated representative. DocuSigned by: By: <u>Andy Doran</u> Signature: 68D02A26D7604BA...</p> <p>Date: <u>5/26/2022</u></p>
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PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-108

California Participating Addendum No. 7-15-70-34-003
DELL MARKETING, L.P. (Contractor)

This Participating Addendum Number **7-15-70-34-003** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing, L.P. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-108 ("Master Agreement") executed by the State of Minnesota.

1. Scope

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

- Band 1 – Desktop
- Band 2 – Laptop
- Band 3 – Tablet
- Band 4 – Server
- Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.
- D. Participating Entities may enter into lease agreements for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-003
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-108

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
 - 1) "Authorized Reseller"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
 - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
- b. Agents are not authorized to accept orders or payments.
- c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

9. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

- A. The primary contact individuals this Participating Addendum shall be as follows:

Contractor	
Name:	Amanda Hudson
Phone:	(512) 723-6806
Fax:	(512) 283-2691
E-Mail:	<u>Amanda.Hudson@Dell.com</u>
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

State Contract Administrator	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	<u>Julie.Matthews@dgs.ca.gov</u>
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

By: CCW for JB
Name: Jim Butler
Title: Deputy Director
Date: 10/1/15

Contractor:
DELL MARKETING, L.P.

By: Amy Ivy
Name: Amy Ivy
Title: Contracts Manager
Date: 9/30/15

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE BID PROCESS BY UTILIZING PRICING AND CONTRACTS, AMENDMENTS, AND EXTENSIONS FROM THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT AGREEMENT WITH DELL MARKETING L.P. TO PURCHASE COMPUTER HARDWARE, SOFTWARE, AND RELATED SERVICES FOR AN AMOUNT NOT-TO-EXCEED \$369,628.00 PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260

WHEREAS, NASPO ValuePoint awarded Dell Marketing L.P. the State of California Participating Addendum 15-70-34-003 which can be used by state and non-state governmental entities to procure information technology hardware, software and related services; and

WHEREAS, the City of National City participates in the cooperative purchasing agreement negotiated by NASPO ValuePoint to obtain computer hardware, software, and related services from Dell Technologies; and

WHEREAS, the City desires to purchase 280 staff desktop computers, 420 monitors, peripherals, software and related services from Dell Technologies per quote attached to the Agenda Report as Exhibit A.

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

Section 1: That the City Council hereby authorizes waiving of the bid process pursuant to municipal code section 2.60.260 to procure 280 staff desktop computers, 420 monitors, peripherals, software and related services from Dell Technologies for an amount not to exceed \$369,628.00.

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 21st day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Public Works
Prepared by: Tirza Gonzales, Management Analyst II
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Authorizing establishment of appropriations and purchases for CIP Fleet Vehicle Equipment and Accessories

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of National City, California, 1) authorizing the establishment of appropriations in the amount of \$382,000 waiving the formal bid process pursuant to NCMC 2.60.260 regarding cooperative purchasing, and authorizing the purchase and buildout of one (1) Aerial Boom Truck for Public Works Parks Division from PB Loader in a not-to-exceed amount of \$381,611.63; 2) authorizing additional appropriations in the amount of \$8,000 for the purchase and buildout of one (1) Medium Crew Cab Truck for the National City Fire Department from National Auto Fleet in a not-to-exceed amount of \$237,928.30; 3) waiving the formal bid process pursuant to NCMC 2.60.220 (B) regarding open market procedure - exception to bidding requirements and authorizing the purchase and buildout of two (2) motorcycles for the National City Police Department from sole source vendor Long Beach BMW Motorcycle in a not-to-exceed amount of \$71,542.42, and; 4) authorizing the City Manager to approve adjustments to the not-to-exceed amounts and additional appropriations for these purchases of up to \$172,770 as a 25% contingency for unforeseen fluctuations in pricing.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Since the onset of the pandemic in 2020, vehicle acquisitions have become challenging. The climate in the automotive industry has changed from years past. We are experiencing unpredictable and unreliable manufacturer order processes, which can cause price changes being passed on to the consumer due to increasing costs, availability issues, and fluctuating delivery dates for ordered vehicles. Vendor proposals include language as “Pricing Subject to Surcharges,” and “Prices Subject to Change.” Due to this trend, staff is requesting approval of an additional 25% contingency in order to allow flexibility in acquiring vehicles and equipment in the event that unforeseen pricing changes arise.

Please refer to the table below for a summary of proposed appropriations:

	Dept.	Vehicle	Proposed Quote	25% Contingency	Current Appropriation	Additional Appropriation
1	Public Works Parks	Aerial Boom Truck	\$381,611.63	\$95,402.91	\$0.00	\$382,000
2	National City Fire	Medium Crew Cab Truck	\$237,928.30	\$59,482.08	\$230,000.00	\$8,000
3	National City Police	Motorcycles (2)	\$71,542.42	\$17,885.61	\$90,000.00	\$0.00
		Totals	\$691,082.35	\$172,770.60	\$320,000	\$390,000

Consistent with National City Municipal Code (NCMC) Section 2.60.260, there are opportunities to piggyback on Sourcewell Contracts to purchase # 1 and # 2 and consistent with NCMC Section 2.60.220 (B) there is an opportunity to purchase # 3.

Please note, National City's purchasing staff confirms that the Sourcewell Contracts are competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Details on the NCMC codes are found below:

NCMC Section 2.60.260 – Cooperative Purchasing - provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

NCMC Section 2.60.220 (B) - Open market procedure- Exception to bidding requirements provides authority for sole source procurements to be used when there is only one source from which a particular commodity is available and there is no adequate substitute.

Therefore, staff is requesting:

1. Public Works Park Aerial Boom Truck - Based on the need of the Public Works Streets and Wastewater Division to continue to provide the highest level of services required to clean out, avoid spillage, and perform preventative maintenance in the City's sewer infrastructure, and as part of the City Council approved FY20 annual budget, staff requests the purchase of one Parks Aerial Boom Truck. Funding of \$225,000 to purchase this vehicle was approved by City Council through adoption of the FY20 annual budget, however the purchase was postponed due to availability issues and the appropriations were not carried over. The cost for the Aerial Boom Truck is now \$382,000 and consequently staff is requesting approval of a FY23 budget adjustment to establish appropriations of that amount and approval for the purchase and buildout of one (1) 2023 Ford F-750 Forestry Bucket Truck (Aerial Boom Truck) in the not-to-exceed amount of \$381,611.63 from PB Loader through Sourcewell Contract # 080521-NAF. Staff also confirmed that the hybrid-electric comparable model was not a cost effective option at this time, even with available incentives.

2. National City Fire Department Medium Crew Cab Truck - A National City Fire Department Battalion Chief 2006 Chevy Suburban Specialty Sports Utility Vehicle that has been in service for 15 years has exceeded its useful and optimum life cycle of 10 years and is scheduled to be replaced. Funding in the amount of \$230,000 to purchase this vehicle was approved by City Council through adoption of the FY22 annual budget. However, the purchase was postponed due to availability issues and the cost has increased by \$8,000. Staff is now requesting approval for an additional appropriation in a not-to-exceed amount of \$8,000 and subsequent approval of the purchase and buildout of one (1) 2023 Ford Super Duty F-350 SRW XLT 4WD Crew Cab in the not-to-exceed amount of \$237,928.30 from National Auto Fleet Group through Sourcewell Contract # 091521-NAF.

3. National City Police Department Motorcycles - Two (2) National City Police Department patrol motorcycles have been in service for over ten years and have exceeded their useful and optimum life cycle of seven years and are scheduled to be replaced. Funding in the amount of \$90,000 to purchase the motorcycles was approved by City Council through adoption of the FY23 annual budget. For this purchase, Long Beach BMW Motorcycle has provided documentation as a sole source vendor (see Exhibit C). Staff is requesting approval to purchase and buildout two (2) motorcycles at a cost of \$71,542.42 from Long Beach BMW Motorcycle.

Staff recommends Council adopt resolution as stated.

FINANCIAL STATEMENT:

The Fiscal Year 2023 budget includes sufficient appropriations to purchase the motorcycles, but an additional \$390,000 is required for the purchase of the Boom Truck and Crew Cab Truck. The fund balance in the Vehicle Acquisition Fund is available to support the additional appropriations as follows:

Boom Truck: 644-416-227-511-0000 \$382,000

Medium Crew Cab Truck: 644-412-125-519-0000 \$8,000

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. Exhibit A - PW Parks Aerial Boom Truck Quote and Contract 080521-NAF
2. Exhibit B - NCFD Medium Crew Cab Truck Quote and Contract 091521-NAF
3. Exhibit C - NCPD Motorcycles Quote and Sole Source Letter
4. Exhibit D - Resolution



**QUOTATION
NO. 11453**

CITY OF NATIONAL CITY
ATTN: RUBEN HUERTA
SOURCEWELL MEMBER ID# 17730
PROJECT: FORD F-750 WITH AERIAL DEVICE AND CHIPPER BODY

DATE: 6/1/2022
TERMS: NET 30
F.O.B: NATIONAL CITY

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
1		<p><u>PB LOADER CONTRACT NO. 080521-PBL</u> <u>SOURCEWELL CONTRACT - MARKET PRICES</u></p> <p><u>MARKET PRICE FORESTRY BUCKET TRUCK</u> CHASSIS: 2023 F-750 WITH 6.7L POWER STROKE V8 TURBO DIESEL ENGINE, ENGINE EXHAUST BRAKE, MANUAL REGEN CAPABILITY, TORQSHIFT HD 6-SPEED AUTOMATIC TRANSMISSION WITH DOUBLE OVERDRIVE AND PTO PROVISION, TOW PROVISIONS, AIR BRAKES, 50 GA. ALUMINUM FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE</p> <p>AERIAL DEVICE (BUCKET): TEREX HI-RANGER XT PRO 60/70 LIFT (PAINTED WHITE) COMPLETE WITH: - 10' IN-LINE ELEVATOR (PAINTED WHITE), 75' WORKING HEIGHT, 12V EMERGENCY POWER AT PLATFORM, START/STOP AT PLATFORM ON DEMAND THROTTLE - 24" X 24" X 42" PLATFORM & PRUNER WITH SCUFF PAD - "30" ONE HAND CONTRO - 40-GALLON HYDRAULIC RESEIVOIR WITH SHUT-OFF VALVE (PAINTED WHITE) - UPPER BOOM REST TIE DOWN - MECHANICAL PLATFORM LEVELING AND TILT - FULL PRESSURE, OPEN CENTER HYDRAULIC SYSTEM - SELF-LOCKING HYDRAULIC ROTATIONAL GEAR BOX CONTINUOUS UNRESTRICTED ROTATION - DUAL HYDRAULIC TOOL OUTLETS AT PLATFORM, ONE (1) SET HYDRAULIC OUTRIGGERS (PAINTED WHITE) - ONE (1) SET OUTRIGGER PADS WITH HOLDERS (PAINTED BLACK) - TWO (2) SETS OUTRIGGER CONTROLS/ ELECTRIC OVER HYDRAULIC WITH MOTION ALARM - OUTRIGGER & PARKING BRAKE INTERLOCK - FULL HYDRAULIC PRESSURE AT 1100 RPM ENGINE SPEED - 10 YEAR MAINTENANCE FREE LEVELING CHAIN - ONE PIECE MOLDED CONTROL COVERS</p> <p>CHIPPER BODY: - 11' L X 96" W X 60" T CHIP BODY, 15" W CURB-SIDE LADDER/POLE BOX & HOIST ASSEMBLY WITH HOLDING VALVE (PAINTED WHITE) - 44" L X 50" T X 25" D, 2-DOOR CABINET BOX WITH ROPE HOOKS, WITH 3-POINT LOCKING SYSTEM AND T-HANDLE SECURITY, INSTALLED CURB- SIDE (PAINTED WHITE) - 36" L X 13" T X 25" D THRU/POLE BOX WITH DROP DOOR WITH T-HANDLE SECURITY AND LOCKING ROD, INSTALLED CURB-SIDE, (PAINTED WHITE) - 72" L X 50" T X 22" D, 3-DOOR CABINET THRU BOX WITH 3-POINT LOCKING SYSTEM AND T-HANDLE SECURITY, INSTALLED STREET-SIDE (PAINTED WHITE) - TWO (2) KEYED PADLOCKS INCLUDED, INSTALLED - SPRING LOADED CAB GUARD WITH ACCESS STEPS & GRAB HANDLES (PAINTED BLACK) - TWO (2) WHEEL CHOCKS WITH UNDERBODY STORAGE (PAINTED BLACK) - LED BODY LIGHTING MEETING FMVSS #108 STANDARDS - 4-POINT AMBER LED STROBE SYSTEM - ELECTRIC TRAILER BRAKE CONTROLLER - 6-PRONG TRAILER SOCKET - HOT SHIFT PTO WITH ELECTRIC DASH SWITCH INSTALLED IN CAB - REAR BUMPER (PAINTED BLACK) WITH PH30 PINTLE HOOK - REAR HITCH SECURITY PLATE, (1) KEYED PADLOCK INCLUDED - HEAVY DUTY FRONT CONSTRUCTION BUMPER (PAINTED BLACK) - 2.5 LB. ABC FIRE EXTINGUISHER - TRIANGLE REFLECTOR KIT - FULL BODY HARNESS WITH LANYARD - ROAD AND SAFETY AND DIALECTIC TESTED</p> <p>ELECTRIC PTO SYSTEM: VIATEC SMART PRO V3, 21.6 KWH ELECTRIC POWER TAKEOFF UNIT COMPLETE WITH 21.6 KWH BATTER PACK, 12V EXPORT POWER, ELECTRIFIED CAB COMFORT, 6000 WATT ON-BOARD J1772 CHARGING SYSTEM, 3-YEAR TELEMATICS AND 3-YEAR REMOTE MONITORING, SUPPORT & TROUBLESHOOTING, EXTENDED 2-YEAR WARRANTY</p>		\$345,390.00
		SUBTOTAL, LESS TAX:		\$345,390.00
		SALES TAX (8.75%):		\$30,221.63
		DRIVE AWAY FREIGHT TO CUSTOMER:		\$6,000.00
		GRAND TOTAL:		\$381,611.63
		<p>NOTES: 1. PURCHASE ORDER TO BE MADE OUT TO PB LOADER CORPORATION. 2. DELIVERY IS 40-44 WEEKS AFTER RECEIPT OF ORDER. 3. PRICING SUBJECT TO SURCHARGES FROM FORD AND/OR BODY BUILDER.</p>		

PB Loader #080521-PBL

Pricing for contract #080521-PBL offers Sourcewell participating agencies the following discounts:

- 10% discount off current MSRP on all products except chassis
- 5% discount off current MSRP on chassis
- An additional 3% quantity discount is available for orders of six (6) or more units, excluding chassis



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

11/4/2022

Quote ID: 22040

Order Cut Off Date: TBA

Mr Brian Smith
City of National City
343 E. 16th St.
National City, California. 91950

Dear Brian Smith,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2023 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box 160" WB, 911 Vehicle Quote #82721-1 + Handling \$5,000.00) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$65,650.00	\$63,025.60	3.998 %	\$2,624.40
911 Vehicle Quote #82721-1		\$155,151.00		
+ Handling \$5,000.00				
2 additional key(s)		\$600.00		
Tax (8.7500 %)		\$19,142.95		
Tire fee		\$8.75		
Total		\$237,928.30		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



5604 E. La Palma Ave. Anaheim, CA 92807
 P: 714-808-0911 F: 714-808-0916 www.911vehicle.com

Your Single Source Provider for Emergency Vehicle Solutions

Quote#82721-1

To: Brian Smith From: Dan Walters
 Company: National City Fire Date: November 3, 2022
 Fax # _____ Phone # _____

Regarding: **Command Truck Conversion Package**

1 Number of Pages sent including cover sheet

QTY	Breakdown with labor:	EXTENSION TOTAL
	BASE ELECTRICAL SYSTEM	
1	Engineering and Design Layout	1,400.00
1	Cole Herse M284 Radio Master Disconnect Switch	685.00
2	Dual battery system w/ (2) 65-PC1750 batteries	1,062.00
2	Dual battery system w/ (2) 65-PC1750 batteries in rear communications area	1,202.00
1	Custom Wall Mount Bracket for Dual Batteries in the Truck Bed	633.00
1	Dual battery Isolation System	515.00
1	Main DC Power / Ground Electrical Buss System	1,975.00
1	911V Max Vehicle Load Manager	4,695.00
1	Key Ignition Control System	185.00
1	Park Neutral Control System	235.00
1	Command Center Control System	325.00
	EMERGENCY LIGHTING AND SIREN WARNING	
1	Whelen Cencom Core Siren and Lighting Controller Over Head	2,435.00
1	Whelen Liberty 44" Dual Mode Lightbar with Opticom	6,075.00
1	Headlight Flasher	280.00
2	Whelen IONSV3R V Series Red LED on Grill	1,070.00
2	Whelen IONSV3R V Series Red LED on Front Fenders	1,210.00
2	Whelen IONSV3R V Series Red LED on Rear Fenders	1,210.00
2	Whelen IONSV3R V Series Red LED on Tail Gate	930.00
4	Whelen M6V2P Lights mounted on Shell (2) each side	3,420.00
1	Siren speaker mounted behind grill	635.00
1	Traffic Advisor mounted on rear of roof	1,515.00
1	Backup Alarm with Override Switch	358.00
1	Air Horn with Compressor and Tank	1,435.00
1	Linchmaster Footswitch installed on Drivers Side for Air Horn	495.00
	Command and Center Console Module	
1	Meta Center Console for Radios and Lighting Controller	1,555.00
2	Arm rests mounted on each side of the console	318.00
2	LED lighting in Side Compartments and Rear of Shell	1,010.00
1	911 Custom Rear Command Module	11,555.00
5	In Drawer Radio Speaker Modification for APX Radios	1,075.00
1	1000.B Aluminum Bed Slide with 70% & 100% Extension	2,485.00
1	90° Angle Lip Added to top storage area to prevent items falling	235.00
1	Communications Cabinet under Rear Seats	1,595.00
1	Window Protector behind EZ Up Storage box	555.00
1	EZ Up Storage Box and 10 x 10 EZ Up with San Diego Fire Logos	1,815.00
1	Interior Command center Lighting Red/White LED Bars at Command Desk	885.00
1	Dimmer Switch on Command Desk LED Light	165.00
1	Metal Dry Erase Surface on Tail Gates and Sides of Command Desk	670.00
1	Plexi-Glass on Tail Gate Dry Erase Surface	775.00
2	Drawer organizers in rear command desk	250.00

1	Aluminum Angle Lip for Gear Storage on Platform:	195.00
2	Plexi-Glass Panels on side desk Dry Erase Surface	350.00
	RADIOS AND COMPUTERS	20,698.00
2	Motorola APX6500 Dual Head 700/800MHZ Radios Per Spec	8,801.00
1	Motorola APX6500 Single Head 700/800MHZ at the Rear Command	9,754.00
2	Kenwood NX-5700 Dual Head VHF Radios w/ Programming Cables & Software	1,830.00
2	Emergency LED's with Acknowledgment Buttons 1-Cab/1-Rear Command	1,060.00
4	Overhead radio speakers in cab	265.00
1	GETAC Toughbook Laptop (CS)	1,639.00
1	Docking Station for new GETAC K120 Tablet	5,790.00
2	TruView 21.5" Remote Touch Screens in Rear	715.00
1	HDMI 4 x 2 Matrix for Rear Monitors	335.00
1	Additional CAT5e Cable routed from MDC to Matrix	365.00
1	HDMI & USB Input to Rear TruView Monitors	1,365.00
1	Custom TV Mount to Tru-Vu Monitors Above Rear Command Desk	1,490.00
2	Mounting Brackets Computer Screens	505.00
1	Mobil Keyboard at Rear Command	845.00
1	Heavy Duty Side Mount for MDC at Console	1,230.00
2	Motorola Drop-in Radio Chargers in Console	1,230.00
2	Motorola Drop-in Radio Chargers at Rear Command	1,840.00
8	Roof Mounted Antennas on Cab	1,990.00
1	Ground Plane Installed on Shell for Radio Antennas	1,325.00
5	Motorola Accessory Connectors for Radio Mics	1,125.00
5	Motorola Hand Mic Modification for Rear of Head Output	1,250.00
10	Macronic Mic Modifications All Radios and Siren	2,947.00
1	Cradle Point COR (BP1700) Modem	1,125.00
1	Multi-Band Antenna for Cradle Point Modem	575.00
1	Additional Multi-Band Antenna for Cradle Point Modem	295.00
1	RAM Pad Mount at Center Console	195.00
1	Extra CAT6 Cable from Console to Rear Command HDMI Hub	
	OTHER EQUIPMENT	560.00
1	Misc. Parts and Materials (Loom, Connectors, Etc.)	550.00
2	LED Lights with 3 way switch mounted under rear bumper	329.00
1	Interior Overhead LED Dome Light (Red/White) in Cab	395.00
1	Bluetooth Color Printer	58.00
2	Car Coat Hangers	530.00
1	Zico 48-6-30-35F SCBA Mounting Brackets Installed	955.00
1	20 Amp Auto Eject Inlet for Battery Charger	990.00
2	Pelican LED Black rechargeable Flashlights	645.00
1	Short Power Relay Bypass System	2,685.00
1	Samsk 100amp Battery Charger and 2200watt Pure Sine Inverter	950.00
2	Hospital Grade A/C Receptacles for Inverted Power Use	934.00
6	Dual USB Sockets with Rubber Cover	535.00
1	Apple TV in HDMI Matrix	1,085.00
1	Off Air HD TV Antenna and Cabling	535.00
1	Cordura Seat Covers	785.00
1	AMP side Step on Drivers Side of Shell	785.00
1	AMP Side Step on the Passengers Side of Shell	765.00
1	Additional Graphics Installed (Chevrons under shell door) Clear Bra	60.00
1	Exit Safe	395.00
1	Exhaust Hose and Tail Pipe Adapter	235.00
1	6" Pull Down Strap installed on Shell Door	185.00
1	Soft Close Shock for Tail Gate	499.00
1	AO Cooler for Drink Storage	47.00
1	Rear Seat Organizer	4,800.00
1	Custom Vehicle Graphics Package per National City Fire Specs	797.00
1	Rhinoliner in truck bed	

Truck will be drop shipped to Villa Ford of Orange from the factory and
911 Vehicle will pick up the truck from Villa Ford.

SUBTOTALS	\$ 150,151.00
SALES TAX	Resale \$ -
TOTAL	\$ 150,151.00

Vehicle Configuration Options

ENGINE	
Code	Description
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
WHEELS	
Code	Description
64S	Wheels: 18" Ebony Black Painted Aluminum
TIRES	
Code	Description
TDX	Tires: LT275/70Rx18E BSW A/T (4), -inc: Spare may not be the same as road tire
PRIMARY PAINT	
Code	Description
PQ	Race Red
SEAT TYPE	
Code	Description
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests
AXLE RATIO	
Code	Description
X3E	Electronic-Locking w/3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
17P	XLT Premium Package, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Navigation services require SYNC4 and Ford Pass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass terms for details), Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass

	app, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
874	360-Degree Camera Package, -inc: trailer 360-degree camera compatibility and wired auxiliary trailer camera compatibility, Rear Parking Sensors, reverse sensing system w/reverse brake assist, LED Center High-Mounted Stop Lamp (CHMSL), 360-Degree Camera System, TBD camera views and picture and picture capability, BLIS w/Cross-Traffic Alert, trailer coverage
17X	FX4 Off-Road Package, -inc: Hill Descent Control, Off-Road Specifically Tuned Shock Absorbers, front/rear, Transfer Case & Fuel Tank Skid Plates, Unique FX4 Off-Road Box Decal
17K	Sport Appearance Package, -inc: dark fender badge, Black Tow Hooks, Rear Under-Seat Storage, Foldable/locking. Wheels: 18" Ebony Black Painted Aluminum, Body-Color Front & Rear Bumpers, Tires: LT275/70Rx18E BSW A/T (4). Spare may not be the same as road tire, Sport 4x4 Box Side Decal, Dark Painted Grille, Platform Running Boards, LED Box Lighting, LED Center High-Mounted Stop Lamp (CHMSL), Chrome Exhaust Tip, LED Fog Lamps, LED reflector lamps
67B	410 Amp Dual Alternator, -inc: 250+160 Amp
86M	Dual AGM 68 AH Battery
---	GVWR: 11,300 lb Payload Package
54F	PowerScope Trailer Tow Mirrors w/Heat, -inc: power-folding w/Autofold, telescoping, power glass, turn signal, high intensity LED security approach lamps and utility lighting system (LED side-mirror spotlights)
43B	Fixed Rear-Window w/Defrost
18B	Platform Running Boards
66L	LED Box Lighting, -inc: LED Center High-Mounted Stop Lamp (CHMSL)
61M	Rear Wheel Well Liners (Pre-Installed)
61L	Front Wheel Well Liners (Pre-Installed)
---	Radio: B&O Sound System by Bang & Olufsen, digital owner's manual, conversational voice command recognition and connected built-in navigation w/complimentary 3-year trial for eligible vehicles that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Navigation services require SYNC4 and Ford Pass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass terms for details), Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass app, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
76S	Remote Start System
166	Carpet Delete, -inc: Replaced w/black flooring
OPTION PACKAGE	
Code	Description
613A	Order Code 613A

2023 Fleet/Non-Retail Ford Super Duty F-350 SRW XLT 4WD Crew Cab 6.75' Box 160" WB

WINDOW STICKER

2023 Ford Super Duty F-350 SRW XLT 4WD Crew Cab 6.75' Box 160" WB

CODE	MODEL	MSRP
W3B	2023 Ford Super Duty F-350 SRW XLT 4WD Crew Cab 6.75' Box 160" WB	\$55,560.00
OPTIONS		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas. (STD)	\$0.00
44G	Transmission: TorqShift 10-Speed Automatic. (STD)	\$0.00
64S	Wheels: 18" Ebony Black Painted Aluminum	INC
TDX	Tires: LT275/70Rx18E BSW A/T (4). -inc: Spare may not be the same as road tire	INC
PQ	Race Red	\$0.00
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio. (STD)	\$0.00
17P	XLT Premium Package, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Navigation services require SYNC4 and Ford Pass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass app, compatible w/select smartphone platforms, is available via a download. Message and data rates may apply	\$4,150.00
874	360-Degree Camera Package, -inc: trailer 360-degree camera compatibility and wired auxiliary trailer camera compatibility, Rear Parking Sensors, reverse sensing system w/reverse brake assist, LED Center High-Mounted Stop Lamp (CHMSL), 360-Degree Camera System. TBD camera views and picture and picture capability, BLIS w/Cross-Traffic Alert, trailer coverage	INC
17X	FX4 Off-Road Package, -inc: Hill Descent Control, Off-Road Specifically Tuned Shock Absorbers, front/rear, Transfer Case & Fuel Tank Skid Plates, Unique FX4 Off-Road Box Decal	\$495.00
17K	Sport Appearance Package, -inc: dark fender badge, Black Tow Hooks, Rear Under-Seat Storage, Foldable/locking, Wheels: 18" Ebony Black Painted Aluminum, Body-Color Front & Rear Bumpers, Tires: LT275/70Rx18E BSW A/T (4), Spare may not be the same as road tire, Sport 4x4 Box Side Decal, Dark Painted Grille, Platform Running Boards, LED Box Lighting, LED Center High-Mounted Stop Lamp (CHMSL), Chrome Exhaust Tip, LED Fog Lamps, LED reflector lamps	\$2,955.00
67B	410 Amp Dual Alternator, -inc: 250+160 Amp	\$115.00
86M	Dual AGM 68 AH Battery	\$210.00
—	GVWR: 11,300 lb Payload Package	\$0.00
54F	PowerScope Trailer Tow Mirrors w/Heat, -inc: power-folding w/Autofold, telescoping, power glass, turn signal, high intensity LED security approach lamps and utility lighting system (LED side-mirror spotlights)	INC
43B	Fixed Rear-Window w/Defrost	\$60.00

18B	Platform Running Boards	INC
66L	LED Box Lighting, -inc: LED Center High-Mounted Stop Lamp (CHMSL)	INC
61M	Rear Wheel Well Liners (Pre-Installed)	\$180.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00
—	Radio: B&O Sound System by Bang & Olufsen, digital owner's manual, conversational voice command recognition and connected built-in navigation w/complimentary 3-year trial for eligible vehicles that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Navigation services require SYNC4 and Ford Pass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass terms for details), Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass app, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply	INC
76S	Remote Start System	INC
166	Carpet Delete, -inc: Replaced w/black flooring	(\$50.00)
613A	Order Code 613A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$63,855.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,795.00
TOTAL PRICE	\$65,650.00
Est City: N/A MPG	
Est Highway: N/A MPG	
Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
Electronic-Locking w/3.73 Axle Ratio (STD)

EXTERIOR

Wheels: 18" Sparkle Silver Painted Cast Aluminum -inc: bright hub covers/center ornaments (STD)
Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as road tire (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD Alternator
190 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
4260# Maximum Payload
GVWR: 11,100 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style
Steel Spare Wheel
Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint

Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Chrome Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Variable Intermittent Wipers
Privacy Glass
Aluminum Panels
Chrome Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Front Fog Lamps
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo/MP3 Player -inc: 7 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
8-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement and Cushion Tilt
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Rear Cupholder
3 12V DC Power Outlets
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Keypad
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box
Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
Cloth 40/20/40 Split Bench Seat -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Overhead Console w/Storage, 3 12V DC Power Outlets and 1 120V AC Power Outlet
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets
Securilock Anti-Theft Ignition (pats) Immobilizer
Air Filtration
3 12V DC Power Outlets and 1 120V AC Power Outlet
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Back-Up Camera



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 Office • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

National Auto Fleet Group contract #091521-NAF pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from 24.45% down to -5.19% across 15 manufacturers depending on the model. All vehicles can come with or without up-fitting from our national supplier or your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using www.NationalAutoFleetGroup.com. Once the Sourcwell member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.
**Sourcwell pricing is built right into the NAFG site.*
2. The Sourcwell member can also reach out to National Auto Fleet Group directly (1-855-289-6572) to have an associate help guide your agency with the appropriate vehicles to fit your need.

Jesse Cooper

NationalAuto Fleet Group





LONG BEACH

BMW MOTORCYCLES

2125 E. Spring St. Long Beach CA 90806 / 562-426-1200



May 26, 2022

Color	Option Code
1 Night Black & Alpine White III	753
0 Night Black	716
0 Alpine White III (special order)	751
0 Black Blue (special order +60 days)	754
0 Saphir Blue (special order + 60 days)	755
0 Violet Blue (special order +60 days)	756
0 Glacier Silver Metallic (special order)	N99

Quotation:

National City			Motorcycle
	Option Code	Retail Price	\$21,250.00
Factory Special-Order Options - Plan 90-120 Days for Delivery			
0	Adaptive Headlight (includes 219)	134 \$625.00	\$0.00
0	Keyless Ride w/two transmitters	193 \$375.00	\$0.00
0	Gear Shift Assist Pro	222 \$495.00	\$0.00
1	Ride Modes Pro (includes 18B)	224 \$215.00	\$215.00
0	Chrome Exhaust (includes 19F)	340 \$150.00	\$0.00
0	Additional LED Headlights (driving lights)	562 \$450.00	\$0.00
0	PA Microphone	599 \$595.00	\$0.00
0	High Seat Black	610 \$0.00	\$0.00
0	Low Seat Black	776 \$0.00	\$0.00
0	Enhanced Smart Phone Connectivity	6NS \$250.00	\$0.00
The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete			
1	Heated Seat	518 \$225.00	\$225.00
1	Tire Pressure Monitoring	530 \$225.00	\$225.00
1	Cruise Control (standard feature)	538 \$0.00	\$0.00
1	Weather Protection	649 \$195.00	\$195.00

Additional Labor Operations Provided by Dealer

Install Agency supplied radio	\$625.00
PVP Wireless Motorkit	\$925.00
Black Side Panels	N/C
Akropovic Exhaust System	\$2,782.00
Clearwater Daria Lights installed	\$1,079.00
MDR Rifle Mount	\$1,200.00
*CVR Fee	\$31.00
*Tire fee	\$3.50
*Non Tax Fee	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Units	Quotation valid for 60 days from date noted below.	Total Price - Page 1	\$28,755.50
1		Total Price - Page 2	\$2,715.34
		Total Price - Page 3	\$0.00
		Parts From Other Suppliers - Page 4	\$330.00

Date of Quote: 2/1/23

Long Beach BMW Motorcycles
Two bikes \$71,542.42 @ \$35,771.21 ea.

Dealer Basic Assembly / Preparation	\$450.00
Motorcycle Freight	\$645.00
Total Retail Price per Unit with Options	\$32,895.84
8.75% State Sales Tax (if applicable)	\$2,875.37
Total Retail Price per Unit with Options	\$35,771.21

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

To: Charles Berthon, Long Beach BMW Motorcycles

Re: Sole Source for FMS Accessories R 1250 GS-P Police Motors

Dear Charles,

Long Beach BMW Motorcycles commissioned the first R 1200 GS-P police motor project bike back in 2016. From that custom built unit, we have both learned a tremendous amount regarding agency needs & preferences as well as the intricacies of producing this very special motorcycle.

As you and your team realize, producing the R 1250 GS-P police motor requires a tremendous investment in time, experience and technical expertise. We at FMS Accessories are so appreciative of your commitment to this project, both in time and resources invested to produce a quality product while helping us overcome any objections, obstacles, etc.

Every build has unique qualities as agency specified equipment varies, which we cannot duplicate here. We highly value the spirit of collaboration between your team and ours to ensure that this special equipment is installed correctly and that the end customer receives the best quality motor. Consequently, no other dealership has done what you and your team have done, and I trust no other dealership as I trust yours to do the best possible work in careful assembly of these specialized vehicles based on the foundation of our instructions, augmented by your technician's vast understanding & experience installing the varying equipment mandated by each agency.

We look forward to the continued sales of these specialized vehicles through your dedicated team of professionals that make this possible.

Best regards,



Frank Stevens
FMS Solutions, LLC

FMS Solutions, LLC
629 S Pokeberry Pl
Saint Johns, FL 32259
C: 201-264-8365
F: 201-590-1115
info@fmsaccessories.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE ESTABLISHMENT OF APPROPRIATIONS IN THE AMOUNT OF \$382,000, WAIVING THE FORMAL BID PROCESS PURSUANT TO NCMC 2.60.260 REGARDING COOPERATIVE PURCHASING, AND AUTHORIZING THE PURCHASE AND BUILDOUT OF ONE (1) AERIAL BOOM TRUCK FOR PUBLIC WORKS PARKS DIVISION FROM PB LOADER IN A NOT-TO-EXCEED AMOUNT OF \$381,611.63; 2) AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$8,000 FOR THE PURCHASE AND BUILDOUT OF ONE (1) MEDIUM CREW CAB TRUCK FOR NATIONAL CITY FIRE DEPARTMENT FROM NATIONAL AUTO FLEET IN A NOT-TO-EXCEED AMOUNT OF \$237,928.30; 3) WAIVING THE FORMAL BID PROCESS PURSUANT TO NCMC 2.60.220 (B) REGARDING OPEN MARKET PROCEDURE – EXCEPTION TO BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE AND BUILDOUT OF TWO (2) MOTORCYCLES FOR NATIONAL CITY POLICE DEPARTMENT FROM SOLE SOURCE VENDOR LONG BEACH BMW MOTORCYCLE IN A NOT-TO EXCEED AMOUNT OF \$71,542.42, AND; 4) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS TO THE NOT-TO-EXCEED AMOUNTS AND ADDITIONAL APPROPRIATIONS FOR THESE PURCHASES OF UP TO \$172,770 AS A 25% CONTINGENCY FOR UNFORSEEN FLUCTUATIONS IN PRICING.”

WHEREAS, since the onset of the pandemic in 2020, vehicle acquisitions have become challenging and placing vehicle and equipment orders in advance through unpredictable and unreliable manufacturer order processes, price changes passed on to the consumer due to increasing costs and availability issues, and fluctuating ordered vehicle delivery dates.; and

WHEREAS, an additional 25% contingency in order to allow flexibility in the need to acquire vehicles and equipment in the event that unforeseen pricing changes arise; and

WHEREAS, consistent with National City Municipal Code (NCMC) Section 2.60.260, there is an opportunity to piggyback onto Sourcewell Contract 080521-NAF for the purchase and buildout of one (1) 2023 Ford F-750 Forestry Bucket Truck (Aerial Boom Truck) through PB Loader for Public Works Parks Division in a not-to-exceed amount of \$381,611.63 and an opportunity to piggyback onto Sourcewell Contract 091521-NAF for the purchase and buildout of one (1) Medium Crew Cab Truck through National Auto Fleet for National City Fire Department in a not-to-exceed amount of \$237,928.30; and

WHEREAS, consistent with NCMC Section 2.60.220 (B) - Open market procedure-Exception to bidding requirements, there is an opportunity for the purchase and buildout of two (2) Motorcycles through sole source vendor Long Beach BMW Motorcycle for the National City Police Department in a not-to-exceed amount of \$71,542.42; and

WHEREAS, staff recommends adoption of resolution as stated.

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 approve 1) authorizing the establishment of appropriations in the amount of \$382,000, waiving the formal bid process pursuant to NCMC 2.60.260 regarding cooperative purchasing, and authorizing the purchase and buildout of one (1) Aerial Boom Truck for

Public Works Parks Division from PB Loader in a not-to-exceed amount of \$381,611.63; 2) authorizing additional appropriations in the amount of \$8,000 for the purchase and buildout of one (1) Medium Crew Cab Truck for the National City Fire Department from National Auto Fleet in a not-to-exceed amount of \$237,928.30; 3) waiving the formal bid process pursuant to NCMC 2.60.220 (B) regarding Open market procedure - exception to bidding requirements and authorizing the purchase and buildout of two (2) Motorcycles for the National City Police Department from sole source vendor Long Beach BMW Motorcycle in a not-to-exceed amount of \$71,542.42, and; 4) authorizing the City Manager to approve adjustments to the not-to-exceed amounts and additional appropriations for these purchases of up to \$172,770 as a 25% contingency for unforeseen fluctuations in pricing.”

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 21st day of February 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Assistant Engineer - Civil
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd".

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd.

EXPLANATION:

Mrs. Leticia Nunez Silva, resident of 140 W. Plaza Blvd, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for her to find parking in front of her residence due to the high demand of parking in the area. The resident also stated that the driveway is too narrow for getting in and out of the car and that a disabled persons parking space in front of her residence would provide easier access to the house.

Staff visited the site and observed that the residence has a driveway entrance and no garage. With permission and supervision, staff measured the driveway. The driveway is 35 feet long by 8.5 feet wide with negligible slope. The minimum dimensions for a driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy (see Exhibit) which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on January 11, 2023. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. No one was in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Staff is working on a parking implementation plan that will make recommendations to modify Title 11 of the National City Municipal Code to manage future blue curb requests as the City is receiving an increase in the amount of requests for blue curb disabled persons parking spaces. Please see attached Exhibit "B" for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

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

FINANCIAL STATEMENT:

N/A

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:

Exhibit A – Location Map

Exhibit B – Location map showing existing blue curb parking spaces in the area

Exhibit C -Staff Report to the Traffic Safety Committee on January 11, 2023 (TSC No. 2023-01)

Exhibit D - Resolution



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Assistant Engineer - Civil
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd".

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd.

EXPLANATION:

Mrs. Leticia Nunez Silva, resident of 140 W. Plaza Blvd, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for her to find parking in front of her residence due to the high demand of parking in the area. The resident also stated that the driveway is too narrow for getting in and out of the car and that a disabled persons parking space in front of her residence would provide easier access to the house.

Staff visited the site and observed that the residence has a driveway entrance and no garage. With permission and supervision, staff measured the driveway. The driveway is 35 feet long by 8.5 feet wide with negligible slope. The minimum dimensions for a driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy (see Exhibit) which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on January 11, 2023. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. No one was in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Staff is working on a parking implementation plan that will make recommendations to modify Title 11 of the National City Municipal Code to manage future blue curb requests as the City is receiving an increase in the amount of requests for blue curb disabled persons parking spaces. Please see attached Exhibit "B" for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

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

FINANCIAL STATEMENT:

N/A

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:

Exhibit A – Location Map

Exhibit B – Location map showing existing blue curb parking spaces in the area

Exhibit C -Staff Report to the Traffic Safety Committee on January 11, 2023 (TSC No. 2023-01)

Exhibit D - Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-01)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-01)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JANUARY 11, 2023**

ITEM NO. 2023-01

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 140 W. PLAZA BLVD**

PREPARED BY: Luca Zappiello, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mrs. Leticia Nunez Silva, resident of 140 W. Plaza Blvd, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for her to find parking in front of her residence due to the high demand of parking in the area. The resident also stated that the driveway is too narrow to for getting in and out of the car and that a disabled persons parking space in front of her residence would provide easier access to the house.

Staff visited the site and observed that the residence has a driveway entrance and no garage. With permission and supervision, staff measured the driveway. The driveway is 35 feet long by 8.5 feet wide with negligible slope. The minimum dimensions for a driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for “Special Hardship” cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for “disabled persons” or “disabled veterans”. *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant’s (or guardian’s) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for “Special Hardship” cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd.

EXHIBITS:

1. Public Request Form
2. Public Notice
3. Location Map
4. Location Map showing existing blue curb parking spaces in the area
5. Photos
6. City Council Disabled Persons Parking Policy

2023-01



Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: Leticia Nunez Silva

Name of Disabled Person (if different from above): Raul Flores Nuñez

Address: 140 W Plaza Blvd. National City CA 91950

Email: nun3zleticia@gmail.com Phone Number: 619-796-0410

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

YES NO

If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

YES NO

If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

YES NO

3. Does your residence have a driveway?

YES NO

If answered YES, please refer to the following questions:

a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

YES NO

b. Is the driveway level?

YES NO

c. Is the driveway sloped/inclined?

YES NO

Additional comments Parking hardship when loading/unloading
due to busy freeway exit intersection.

Engineering & Public Works Department

1243 National City Boulevard, National City, CA 91950-4301

619/336-4380 Fax 619/336-4397 www.nationalcityca.gov



DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT

EXPIRES:

DATE ISSUED:

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

**When your placard is properly displayed,
you may park in or on:**

TYPE: N1 TV: 92 CO: 37
DOB:

- * Disabled person parking spaces (blue zones)
- * Street metered zones without paying.
- * Green zones without restrictions to time limits.
- * Streets where preferential parking privileges are given to residents and merchants.

ISSUED TO

NUNEZFLORES RAUL
140 W PLAZA BLVD

NATIONAL CITY CA 91950

You may not park in or on:

- * Red, Yellow, White or Tow Away Zones.
- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- * Display a placard unless the disabled owner is being transported.
- * Display a placard which has been cancelled or revoked.
- * Loan your placard to anyone, including family members.



Purchase of fuel

(Business & Professions Code 13660):

State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

Luca Zappiello

From: Luca Zappiello
Sent: Wednesday, January 4, 2023 5:33 PM
Subject: Traffic Safety Committee - Wednesday, January 11, 2023, at 1:00 P.M
Attachments: Meeting Agenda_January _11_2023.pdf

Importance: High

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, January 11, 2023, at 1:00 P.M.** via Zoom. Please see attached the meeting agenda and use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://us06web.zoom.us/j/87481531459?pwd=RmZ3TG9kdGRkbzN5NDhGZjQ4U3lNZZ09>

Join Zoom Meeting by phone

+1 720-707-2699
Meeting ID: 874 8153 1459
Passcode: 574848

Please let me know if you have any questions.

Thanks!



Luca Zappiello, EIT
Assistant Engineer - Civil
Engineering & Public Works Department
City of National City
1243 National City Blvd., National City, CA 91950
T: 619.336.4360 | LZappiello@nationalcityca.gov
[Website](#) | [Facebook](#) | [Instagram](#) | [Twitter](#) | [LinkedIn](#)

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-01)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-01)





Location of proposed blue curb disabled persons parking space in front of 140 W. Plaza Blvd (looking south)



Location of proposed blue curb disabled persons parking space in front of 140 W. Plaza Blvd (looking east)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exist:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 140 W. PLAZA BLVD

WHEREAS, Mrs. Leticia Nunez Silva, resident of 140 W. Plaza Blvd, has requested a blue curb disabled persons parking space in front of her residence; and

WHEREAS, the resident possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that it is difficult for her to find parking in front of her residence due to the high demand of parking in the area; and

WHEREAS, the resident also stated that the driveway is too narrow for getting in and out of the car and that a disabled persons parking space in front of her residence would provide easier access to the house; and

WHEREAS, staff visited the site and observed that the residence has a driveway entrance and no garage; and

WHEREAS, the driveway is 35 feet long by 8.5 feet wide with negligible slope; and

WHEREAS, the minimum dimensions for a driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide; and

WHEREAS, this condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons; and

WHEREAS, this item was presented to the Traffic Safety Committee on January 11, 2023; and

WHEREAS, staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, no one was in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

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 installation of a blue curb disabled persons parking space with signage in front of the residence at 140 W. Plaza Blvd.

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 21st day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Assistant Engineer - Civil
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Installation of red curb “No Parking” at the intersection of the Alley between E. 6th Street and E. 7th Street with M Avenue.

RECOMMENDATION:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, authorizing the installation of red curb “No Parking” at the intersection of the Alley between E. 6th Street and E. 7th Street with M Avenue in order to enhance safety and visibility for drivers when exiting the Alley onto M Avenue.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff’s recommendation for the installation of red curb “No Parking” at the intersection of the Alley between E. 6th Street and E. 7th Street with M Avenue.

EXPLANATION:

Martha Lagunas expressed safety concerns at the intersection of the Alley between E. 6th Street and E. 7th Street with M Avenue and requested to improve visibility and enhance safety for the vehicles exiting the Alley onto M Avenue.

Staff performed a field evaluation. M Avenue is currently a 2-lane local roadway with available parking on both sides of the street and a speed limit of 25 mph. M Street has concrete speed bumps installed. The Alley is not a through street and is used by local residents to access in the back of their property mainly for parking. Currently, there is no red curb at the intersection, making it difficult for the drivers exiting the Alley to see oncoming cars traveling on M Avenue.

Staff confirmed that since the Alley has a narrow width, when vehicles park too close to the corner at the intersection, the visibility for vehicles exiting the Alley onto M Avenue is obstructed. In addition, staff notified the property owner of the property located on the southeast corner at E. 7th Street and M Avenue requesting to remove the private trees located in the public right of way that are also creating visibility issues for vehicles exiting the Alley onto M Avenue.

Staff also reviewed the traffic collision history for this location, which confirmed there were no “reported” traffic collisions within the past four years.

This item was presented to the Traffic Safety Committee on January 11, 2023. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. Martha Lagunas was in attendance and spoke in support of the item.

The Traffic Safety Committee unanimously approved staff's recommendation to the following traffic safety enhancements:

- Installation of 20 feet of red curb "No Parking" south of the Alley, on the east side of M Avenue (this will result in the loss of one (1) on-street parking space).
- Installation of 10 feet of red curb north of the Alley, on the east side of M Avenue to improve visibility for vehicles exiting the Alley onto M Avenue.

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

FINANCIAL STATEMENT:

N/A

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

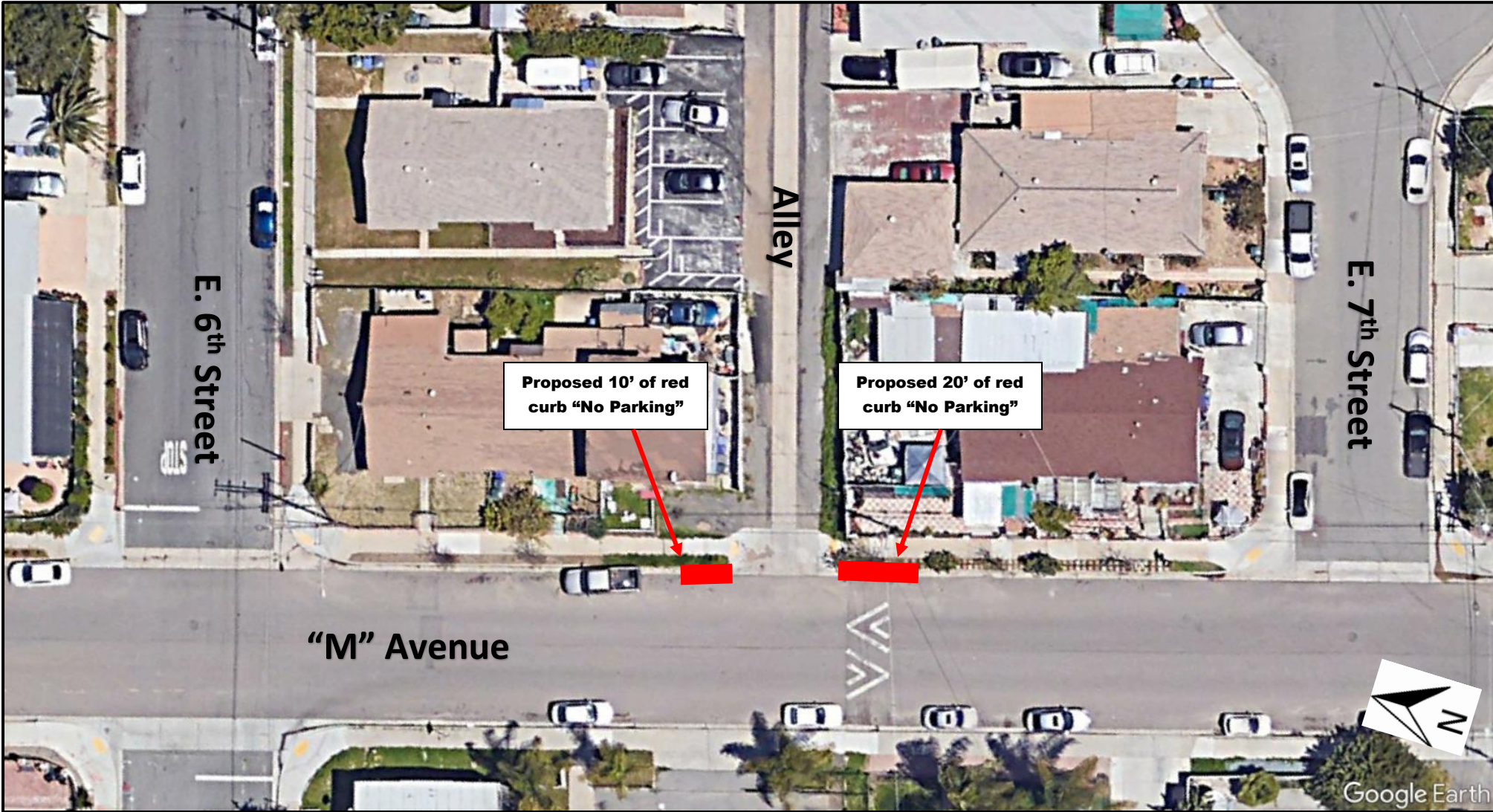
EXHIBITS:

Exhibit A – Location Map

Exhibit B - Staff Report to the Traffic Safety Committee on January 11, 2023 (TSC No. 2023-02)

Exhibit C - Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-02)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JANUARY 11, 2023**

ITEM NO. 2023-02

ITEM TITLE: REQUEST TO INSTALL RED CURB “NO PARKING” AT THE INTERSECTION OF THE ALLEY BETWEEN E. 6TH STREET AND E. 7TH STREET WITH “M” AVENUE IN ORDER TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS WHEN EXITING THE ALLEY ONTO “M” AVENUE.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil Engineering & Public Works Department

DISCUSSION:

Martha Lagunas expressed safety concerns at the intersection of the Alley between E. 6th Street and E. 7th Street with “M” Avenue and requested to improve visibility and enhance safety for the vehicles exiting the Alley onto “M” Avenue.

Staff performed a site evaluation. “M” Avenue is currently a 2-lane local roadway with available parking on both sides of the street and a speed limit of 25 mph. “M” Street has concrete speed bumps installed. The Alley is not a through street and is used by local residents to access their parking lot at in the back of their property. Currently, there is no red curb at the intersection, making it difficult for the drivers exiting the Alley onto “M” Avenue.

Staff confirmed that since the Alley has a narrow width when vehicles park too close to the corner at the intersection, the visibility for vehicles exiting the Alley onto “M” Avenue is obstructed.

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

STAFF RECOMMENDATION:

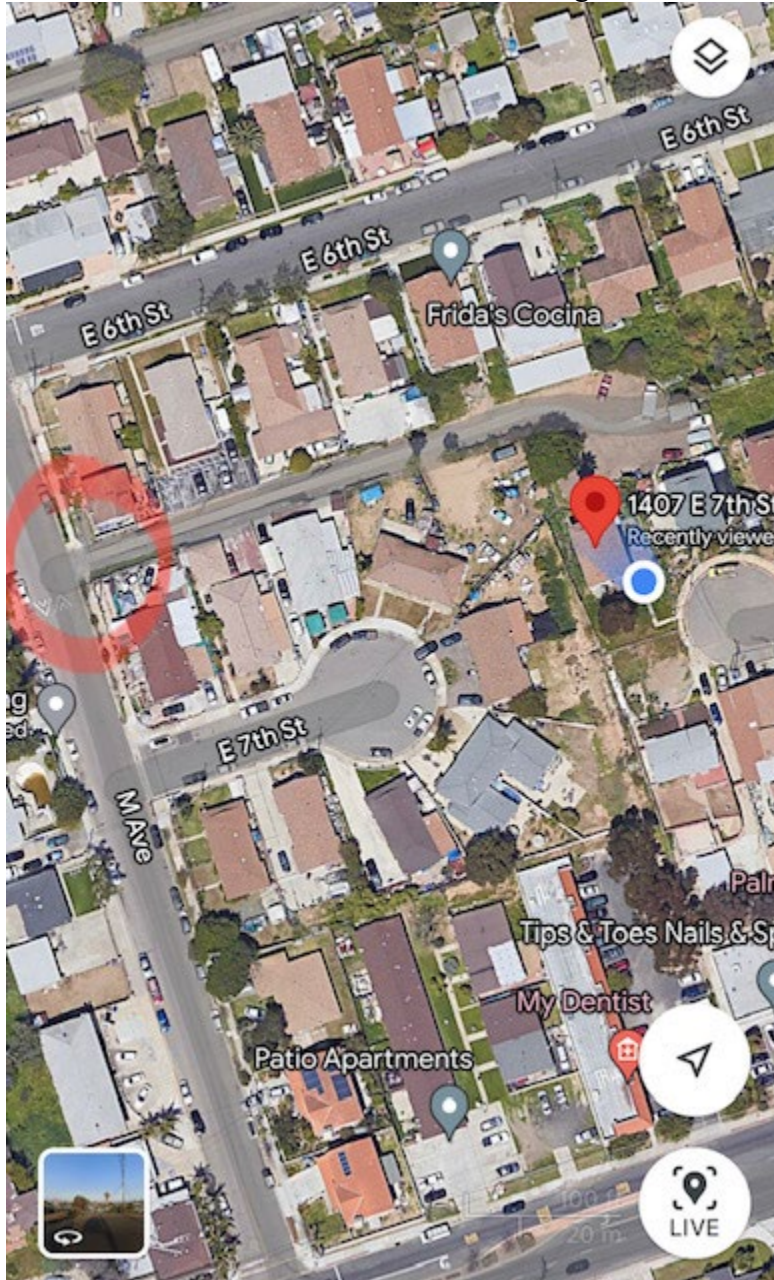
Based on the evaluation of existing conditions, staff recommends the installation of 20 feet of red curb “No Parking” on the south side of the Alley, east of “M” Avenue, and 10 feet of red curb on the north side of the Alley, east of “M” Avenue to improve visibility for vehicles exiting the Alley onto “M” Avenue. This will result in the loss of one (1) on-street parking space.

ATTACHMENTS:

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

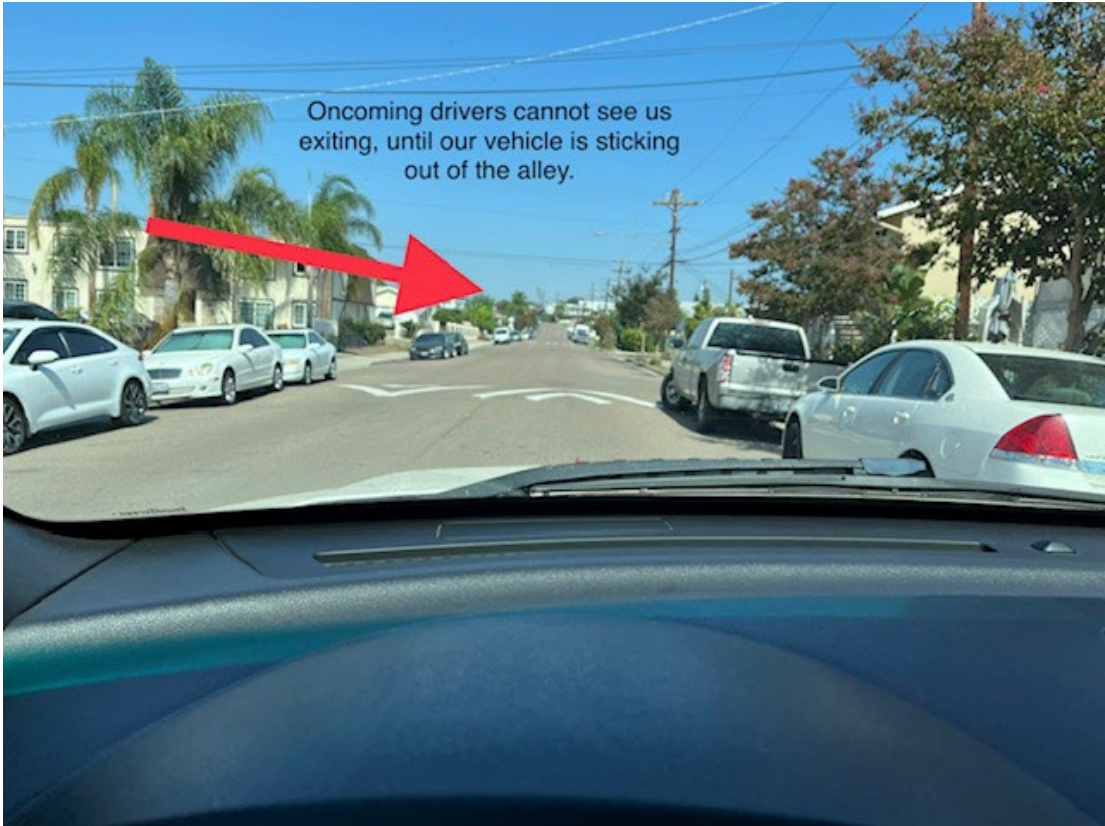
Subject: Re: Alley visibility

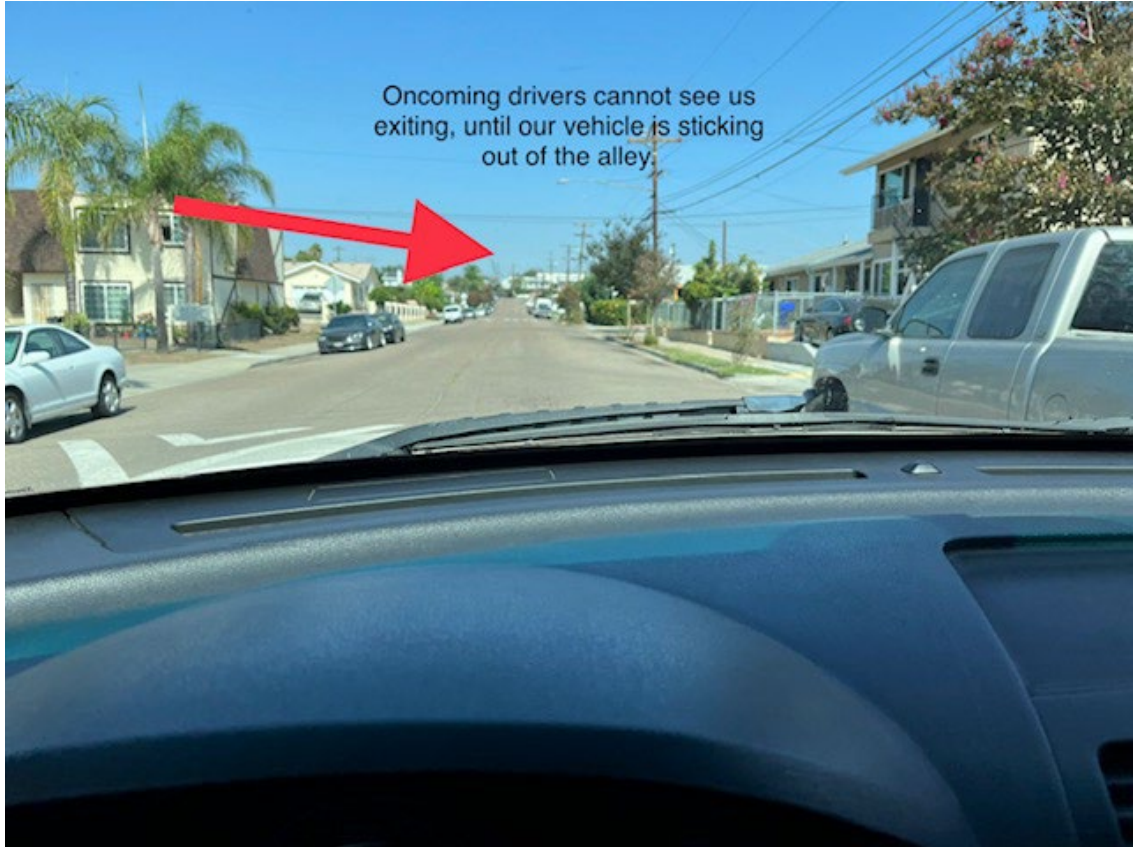
Thank you for your response.
It is the alley on E 7th St. and M Ave.
Please see attachments. Thanks again.











Luca Zappiello

From: Luca Zappiello
Sent: Wednesday, January 4, 2023 5:33 PM
Subject: Traffic Safety Committee - Wednesday, January 11, 2023, at 1:00 P.M
Attachments: Meeting Agenda_January _11_2023.pdf

Importance: High

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, January 11, 2023, at 1:00 P.M.** via Zoom. Please see attached the meeting agenda and use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://us06web.zoom.us/j/87481531459?pwd=RmZ3TG9kdGRkbzN5NDhGZjQ4U3lNZZ09>

Join Zoom Meeting by phone

+1 720-707-2699
Meeting ID: 874 8153 1459
Passcode: 574848

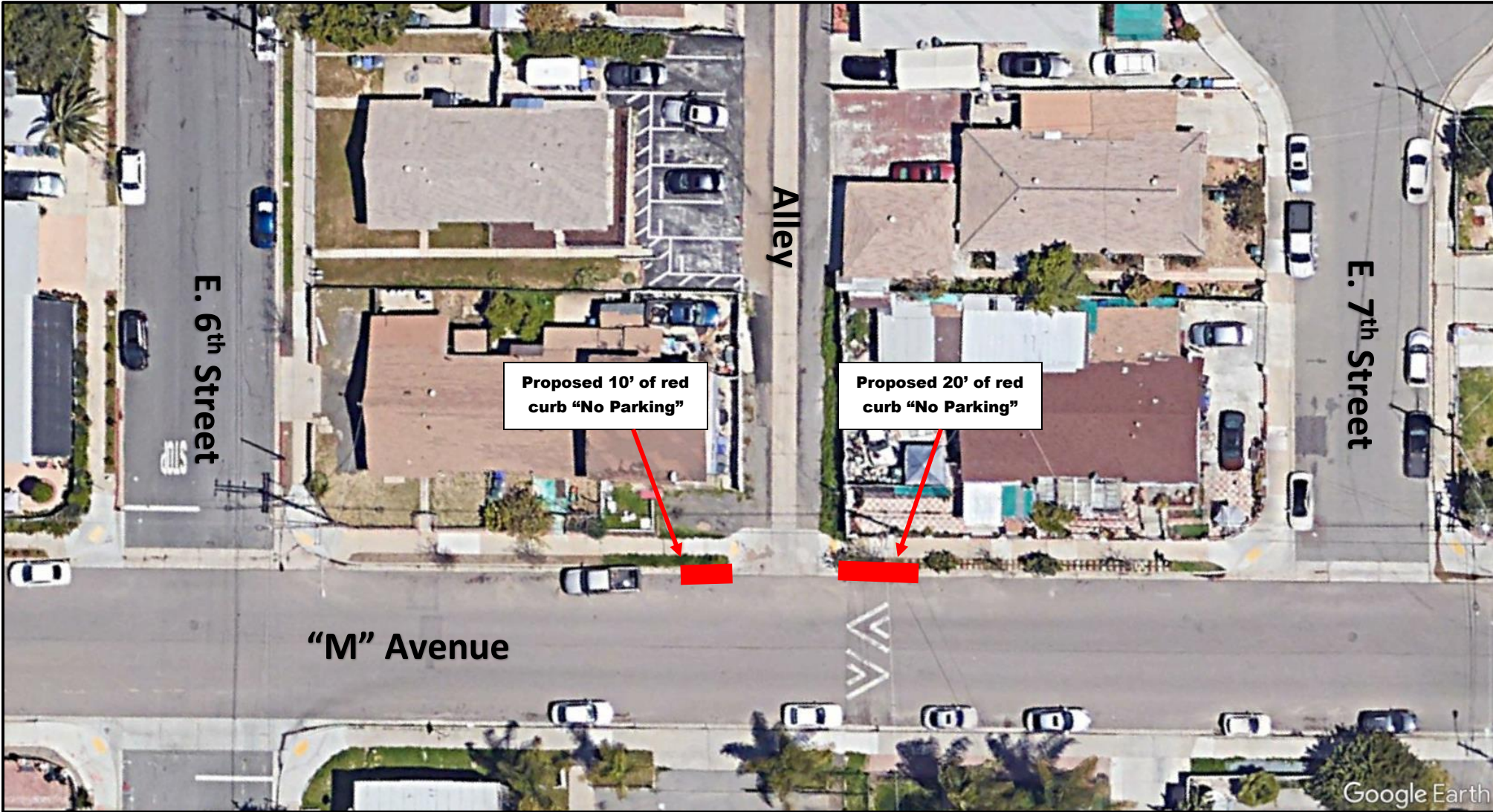
Please let me know if you have any questions.

Thanks!



Luca Zappiello, EIT
Assistant Engineer - Civil
Engineering & Public Works Department
City of National City
1243 National City Blvd., National City, CA 91950
T: 619.336.4360 | LZappiello@nationalcityca.gov
[Website](#) | [Facebook](#) | [Instagram](#) | [Twitter](#) | [LinkedIn](#)

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-02)





Location of proposed red curb “No Parking” on “M” Avenue (looking south)



Location of proposed red curb “No Parking” on “M” Avenue (looking east)



Location of proposed red curb “No Parking” on “M” Avenue (looking north)

Traffic Collision History (NCPD Records Division)

From May 4, 2017 – May 4, 2021, there have been no traffic collisions at the intersection of the Alley between E. 6th Street and E. 7th Street with “M” Avenue



RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF RED CURB “NO PARKING” AT THE INTERSECTION OF THE ALLEY BETWEEN E. 6TH STREET AND E. 7TH STREET WITH “M” AVENUE IN ORDER TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS WHEN EXITING THE ALLEY ONTO “M” AVENUE

WHEREAS, Martha Lagunas expressed safety concerns at the intersection of the Alley between E. 6th Street and E. 7th Street with M Avenue and requested to improve visibility and enhance safety for the vehicles exiting the Alley onto M Avenue; and

WHEREAS, M Avenue is currently a 2-lane local roadway with available parking on both sides of the street and a speed limit of 25 mph; and

WHEREAS, M Street has concrete speed bumps installed; and

WHEREAS, the Alley is not a through street and is used by local residents to access in the back of their property mainly for parking; and

WHEREAS currently, there is no red curb at the intersection, making it difficult for the drivers exiting the Alley to see oncoming cars traveling on M Avenue; and

WHEREAS, staff confirmed that since the Alley has a narrow width, when vehicles park too close to the corner at the intersection, the visibility for vehicles exiting the Alley onto M Avenue is obstructed; and

WHEREAS, in addition, staff notified the property owner of the property located on the southeast corner at E. 7th Street and M Avenue requesting to remove the private trees located in the public right of way that are also creating visibility issues for vehicles exiting the Alley onto M Avenue; and

WHEREAS, staff also reviewed the traffic collision history for this location, which confirmed there were no “reported” traffic collisions within the past four years; and

WHEREAS, this item was presented to the Traffic Safety Committee on January 11, 2023; and

WHEREAS, staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Martha Lagunas was in attendance and spoke in support of the item; and

WHEREAS, the Traffic Safety Committee unanimously approved staff’s recommendation.

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 installation of 20 feet of red curb “No Parking” south of the Alley, on the east side of M Avenue (this will result in the loss of one (1) on-street parking space).

Section 2: The installation of 10 feet of red curb north of the Alley, on the east side of M Avenue will improve visibility for vehicles exiting the Alley onto M Avenue.

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.

PASSED and ADOPTED this 21st day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on March 18, 2023 from 10 a.m. to 2:15 p.m. with no waiver of fees.

RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This is a request from the non-profit organization Pedal the Cause to conduct the “Padres Pedal the Cause” through San Diego County on March 18, 2023. This will be the 9th Annual Pedal the Cause fundraising cycling event dedicated to raising money for cancer research in San Diego County.

OUTBOUND – The course begins at Petco Park at 6:00 a.m. heading south towards downtown San Diego and the harbor district. This bicycle ride will enter the City of National City at approximately 10 a.m. on Sweetwater Road onto Bayshore Bikeway going west. All riders will exit bike path and turn left onto W 32nd Street. Riders will then turn left onto Goesno Place continue straight onto Tideland Avenue, turning right onto Civic Center Drive leaving National City jurisdiction. Event course is mapped and listed.

NOTE: This event was approved by City Council in 2022 with no waiver of fees.

FINANCIAL STATEMENT:

City fee of \$312.00 for processing the TUP through various City departments.
Total fees: \$312.00

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 – TUP Padres Pedal the Cause
Exhibit B – Conditions of Approval Padres Pedal the Cause



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

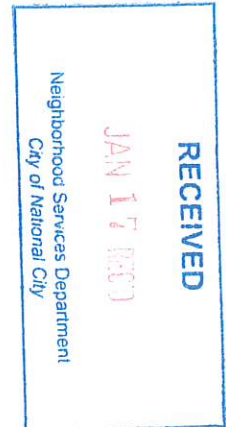
- Fair/Festival, Parade/March, Walk or Run, Concert/Performance, TUP, Sporting Event, Other (specify)

Event Name & Location

Event Title Curebound Inc. - Padres Pedal The Cause
Event Location (list all sites being requested) Various roads in National City (please see attached maps)

Event Times

Set-Up Starts Date 03/18/2023 Time 10am Day of Week Saturday
Event Starts Date 03/18/2023 Time 10am Day of Week Saturday
Event Ends Date 03/18/2023 Time 2:15pm Day of Week Saturday
Breakdown Ends Date 03/18/2023 Time 2:15pm Day of Week Saturday



Applicant Information

Applicant (Your name) Karen Hooper Sponsoring Organization Curebound Inc - Padres Pe
Event Coordinator (if different from applicant) Hannah Smith
Mailing Address 6120 Paseo Tapajos Carlsbad, CA 92009
Day Phone 760-415-3792 After Hours Phone 760-415-3792 Cell 760-415-3792 Fax
Public Information Phone 760-415-3792 E-mail hannahkate1124@gmail.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Karen Hooper Date 12/6/22

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

Registration fee of \$40-\$125 per participant. Participants can then raise further amounts in addition to the registration fee.

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ ^{1M} Estimated Expenses for this event.

\$ ^{3.0M} What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Padres Pedal the Cause is an annual fundraising cycling event that raises money for collaborative cancer research at four San Diego institutions. Participants start and finish the event at Petco Park in downtown San Diego and follow a variety of routes (from 25 to 78 miles) through Coronado, San Diego, Chula Vista, SD County, and National City. The event has raised over \$10M to date for cancer research.

Estimated Attendance

Anticipated # of Participants: 2000 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

~~If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.~~

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company AMR

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Event will be open to cyclists with disabilities.

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl
Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00.

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # 10-20 Dimensions 2ft x 3ft route signage (arrows)

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Curebound Inc. - Padres Pedal The Cause</u>	
Event Address: <u>Various roads in National City</u>	Expected # of Attendees: <u>2000</u>
Event Host/Coordinator: <u>Curebound Inc. - Padres Pedal The Cause</u>	Phone Number: <u>619-510-4950</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>0</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>0</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Curebound Inc. - Padres Pedal The Cause

Person in Charge of Activity: Karen Hooper

Address: 9191 Towne Center Rd, Suite 310 San Diego, CA 92104

Telephone: 619-804-1555 Date(s) of Use: Saturday, March 18, 2022

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: Karen Hooper

Official Title: Chief Strategy & Implementation Officer Date: 12/6/22

For Office Use Only

Certificate of Insurance Approved _____ Date _____

77 mile route

Start time 7:00

Overall - all routes

MPH 15 11

Earliest Latest

At Mile

		MPH	15	11	Earliest	Latest
San Diego	Left onto Tony Gwynn Drive	-	7:00	7:00	7:00	9:10
	Turn left onto Park Blvd	0.2	7:00	7:01	7:00	9:11
	Turn right onto Imperial Ave	0.3	7:01	7:01	7:01	9:12
	Turn right onto 13th St	0.4	7:01	7:02	7:01	9:13
Coronado	Slight left onto National Ave	0.5	7:02	7:02	7:02	9:13
	Turn left onto Coronado Bridge Eastbound offramp	1.2	7:04	7:06	7:04	9:15
	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	7:06	7:08	7:06	9:21
	Keep Left onto Glorietta Blvd	3.4	7:13	7:18	7:13	9:35
	Turn left onto Glorietta Blvd	3.4	7:13	7:18	7:13	9:35
Imp Beach	Turn left onto Bayshore Bikeway at San Luis Rey	4.5	7:18	7:24	7:18	9:43
	Continue on Bayshore Bikeway	12.1	7:48	8:06	7:48	10:40
	REST STOP: Bikeway Village	12.9	7:51	8:10	7:51	10:46
San Diego	ROUTE SPLIT: Exit rest stop and turn right on 13th Street	13.0	7:52	8:10	7:52	10:47
	Turn left onto Iris Ave	14.3	7:57	8:18	7:57	9:47
	Continue onto Satellite Blvd	14.5	7:58	8:19	7:58	9:48
	Turn right onto Saturn Blvd	15.0	8:00	8:21	8:00	9:52
	Turn left onto Leon Ave	15.2	8:00	8:22	8:00	9:54
	Turn right onto Hollister St	15.7	8:02	8:25	8:02	9:57
	Turn left onto Monument Rd	17.3	8:09	8:34	8:09	10:09
	Becomes Dairy Mart Rd	18.1	8:12	8:38	8:12	10:15
	Turn left onto Beyer Blvd	19.9	8:19	8:48	8:19	10:29
	Becomes Broadway	21.8	8:27	8:58	8:27	10:43
	Turn right onto Palomar St	22.7	8:30	9:03	8:30	10:50
	Turn right onto Orange Ave	22.7	8:30	9:03	8:30	10:50
	Continue onto Olympic Pkwy	25.4	8:41	9:18	8:41	11:10
	Turn right onto La Media Rd	28.6	8:54	9:36	8:54	11:34
	Chula Vista	Turn left onto Birch Rd	29.1	8:56	9:38	8:56
Turn right onto Eastlake Pkwy		30.4	9:01	9:45	9:01	11:48
Turn left - becomes Hunte Pkwy		31.0	9:04	9:49	9:04	11:52
Turn right onto Olympic Pkwy		32.6	9:10	9:57	9:10	12:04
Becomes Lake Crest Dr		33.7	9:14	10:03	9:14	12:12
REST STOP: Mountain Hawk Park		33.8	9:15	10:04	9:15	12:13
Turn right onto Lake Crest Drive		33.8	9:15	10:04	9:15	12:13
ROUTE SPLIT: Turn right onto Otay Lakes Rd		34.6	9:18	10:08	9:18	12:19
Turn left onto CA-94 W		43.5	9:54	10:57	9:54	10:57
Turn right onto Steele Canyon Rd		51.1	10:24	11:38	10:24	11:38
SD County	Turn left onto Willow Glen Dr	52.6	10:30	11:46	10:30	11:46
	Turn left onto Jamacha Road	53.4	10:33	11:51	10:33	11:51
	Turn right onto College Drive West	54.0	10:36	11:54	10:36	11:54
	Turn right into Cuyamaca College	54.3	10:37	11:56	10:37	11:56
	REST STOP: Cuyamaca College	54.3	10:37	11:56	10:37	11:56
	Turn left onto Fury Ln	54.8	10:39	11:58	10:39	11:58
	Turn left onto Avocado Blvd	56.3	10:45	12:07	10:45	12:07
	Turn right onto Madrid Way	56.8	10:47	12:09	10:47	12:09
	Turn left onto Agua Dulce Blvd	57.3	10:49	12:12	10:49	12:12
	Turn left onto Campo Rd/Sweetwater Springs Blvd	57.5	10:50	12:13	10:50	12:13
	Turn right onto Jamacha Blvd (route 54)	59.0	10:56	12:21	10:56	12:21
	Continue onto Paradise Valley Rd	62.1	11:08	12:38	11:08	12:38
	Turn left onto S Worthington St	62.8	11:11	12:42	11:11	12:42
	Becomes Sweetwater Rd	63.4	11:13	12:45	11:13	12:45
	Chula Vista	Turn left onto Bonita Rd	64.2	11:16	12:50	11:16
Turn right to stay on Bonita Rd		64.5	11:18	12:51	11:18	12:51
Turn right into Sweetwater staging area and join bike path		67.6	11:30	13:08	10:46	13:33
REST STOP: STAGING AREA DIRT LOT		67.7	11:30	13:09	10:46	13:33
National City	Bear left on Bayshore Bikeway	67.8	11:31	13:09	10:46	13:33
	Continue on Bayshore Bikeway	68.8	11:35	13:15	10:46	13:33
	Stay straight on Bayshore Bikeway	70.8	11:43	13:26	10:58	13:57
	Exit bike path and continue ahead onto W 32nd St	71.4	11:45	13:29	10:54	14:01
	Turn right onto Tidelands Ave	71.5	11:46	13:30	10:29	14:03
San Diego	Bear right onto Civic Center Dr	72.7	11:50	13:36	10:35	14:11
	Turn left onto E Harbor Dr	72.9	11:51	13:37	10:37	14:12
	Turn right onto S 28th St	74.9	11:59	13:48	10:46	14:27
	Turn left on Main St (after El Pollo Loco on the left)	75.0	12:00	13:49	10:47	14:29
	Turn left onto Sigsbee St	76.2	12:04	13:55	10:52	14:37
	Turn right onto E Harbor Dr	76.3	12:05	13:55	10:53	14:38
	Turn right on Fifth Ave	77.0	12:07	13:59	10:56	14:43
San Diego	Turn right on L St	77.0	12:08	14:00	10:56	14:43
	Turn left onto Tony Gwynn Dr	77.1	12:08	14:00	10:57	14:44
	FINISH: Petco Park	77.2	12:08	14:00	10:57	14:45

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/23

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

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

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801
CONTACT NAME: SPORTS
PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No): 260-459-5120
E-MAIL ADDRESS: KK.SPORTS@KANDKINSURANCE.COM
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: NATIONAL CASUALTY COMPANY 11991
INSURER B: SCOTTSDALE INDEMNITY COMPANY 15580
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 2068958 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED BUT ONLY IN RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
RE:PROVIDER OF PREMISES

CERTIFICATE HOLDER

CITY OF NATIONAL CITY, ITS OFFICIALS, AGENTS AND EMPLOYEES RISK MANAGEMENT DEPARTMENT 1243 NATIONAL CITY BLVD. NATIONAL CITY, CA 91950

CANCELLATION

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

City of National City BUSINESS TAX CERTIFICATE



2023

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in National City, California Only"

Business Name PADRES PEDAL THE CAUSE
Business Location 9191 TOWNE CENTRE DR STE 310
SAN DIEGO, CA 92122-1229
Business Owner(s) ANNE MARBARGER

Business Type Exempt / Non-Profit
Account Number 09049898
Effective Date January 01, 2023
Expiration Date December 31, 2023

PADRES PEDAL THE CAUSE
9191 TOWNE CENTRE DR STE 310
SAN DIEGO, CA 92122-1229

City Manager

**NOTE: IT IS YOUR OBLIGATION TO RENEW THIS
CERTIFICATE WHETHER OR NOT YOU RECEIVE A
RENEWAL NOTICE**

For all inquiries regarding this certificate, contact HdL
Business Tax Support Center at (619) 382-2596.

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS
THAT IS OTHERWISE PROHIBITED.**

PADRES PEDAL THE CAUSE

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS TAX SUPPO
CENTER
8839 N CEDAR AVE #212



City of National City BUSINESS TAX CERTIFICATE

PADRES PEDAL THE CAUSE
9191 TOWNE CENTRE DR STE 310
SAN DIEGO, CA 92122-1229

Account Number: 09049898
Date of Issue: 01/01/2023

PPTC 2023 - 25 mile



Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	📍	Start of route	0.0
2.	0.0	0.0	i	START: J St (just before 8th Ave)	0.1
3.	0.1	0.1	←	L on Seventh Ave/Tony Gwynn Df	0.3
4.	0.4	0.3	←	L onto Park Blvd	0.1
5.	0.4	0.1	→	R onto Imperial Ave	0.2
6.	0.6	0.2	→	R onto 13th St	0.0
7.	0.7	0.0	←	Slight L onto National Ave	0.8
8.	1.4	0.8	←	L onto Coronado Bridge Eastbound offramp	0.2
9.	1.6	0.2	↑	Travel West on Coronado Bridge (using Eastbound Lanes)	1.9

1.6 miles. +54/-23 feet

Num	Dist	Prev	Type	Note	Next
20.	13.4	0.1	←	L onto 13th St	0.0
21.	13.4	0.0	←	L onto Bayshore Bikeway (Silver Strand Bikeway)	0.0
22.	13.5	0.0	→	Sharp R to stay on Bayshore Bikeway (Silver Strand Bikeway)	1.1
23.	14.5	1.1	←	L onto W Frontage Rd	0.6
24.	15.1	0.6	↑	Continue onto Stella St	0.1
25.	15.2	0.1	→	R onto Bay Blvd	2.6
26.	17.9	2.6	←	L then R onto Bayshore Bikeway	0.9
27.	18.8	0.9	→	R (after bridge) to stay on Bayshore Bikeway	0.4

5.5 miles. +116/-122 feet

Num	Dist	Prev	Type	Note	Next
10.	3.6	1.9	←	Keep L onto Glorietta Blvd	0.1
11.	3.6	0.1	←	L onto Glorietta Blvd	1.0
12.	4.7	1.0	←	L onto Bayshore Bikeway (at San Luis Rey Ave)	7.7
13.	12.3	7.7	↑	Continue on Bayshore Bikeway	0.8
14.	13.1	0.8	→	R onto 13th St	0.1
15.	13.2	0.1	→	R onto Cypress Ave	0.1
16.	13.3	0.1	→	R onto Florence St	0.0
17.	13.3	0.0	⚓	REST STOP. Bikeway Village	0.0
18.	13.3	0.0	↑	Cross the road	0.0
19.	13.3	0.0	←	L onto Cypress Ave	0.1

11.7 miles. +71/-68 feet

Num	Dist	Prev	Type	Note	Next
28.	19.1	0.4	←	L onto Marina Way	0.0
29.	19.2	0.0	↑	Continue onto W 32nd St	0.2
30.	19.3	0.2	→	R onto Tidelands Ave	1.2
31.	20.5	1.2	↑	Continue onto Civic Center Dr	0.2
32.	20.7	0.2	←	L onto E Harbor Dr	2.0
33.	22.7	2.0	→	R onto S 28th St	0.1
34.	22.8	0.1	←	L after El Pollo Loco (on the left)	1.2
35.	24.0	1.2	←	L onto Sigsbee St	0.1
36.	24.0	0.1	→	R at the 1st cross street onto E Harbor Dr	0.7
37.	24.8	0.7	→	R onto Fifth Ave	0.0

6.0 miles. +57/-67 feet

Num	Dist	Prev	Type	Note	Next
38.	24.8	0.0	➔	R onto L St	0.1
39.	24.9	0.1	➔	L onto Tony Gwynn Dr	0.0
40.	24.9	0.0	📍	End of route	0.0

0.2 miles. +3/-0 feet

PPTC 2023 - 55 mile



54.2 miles, + 2683 / - 2693 feet



PPTC 2023 - 55 mile

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	📍	Start of route	0.0
2.	0.0	0.0	i	START: J st (just before 8th Ave)	0.1
3.	0.1	0.1	←	L on Seventh Ave/Tony Gwynn Dr	0.3
4.	0.4	0.3	←	L onto Park Blvd	0.1
5.	0.4	0.1	→	R onto Imperial Ave	0.2
6.	0.6	0.2	→	R onto 13th St	0.0
7.	0.7	0.0	←	Slight L onto National Ave	0.8
8.	1.4	0.8	←	L onto Coronado Bridge Eastbound offramp	0.2
9.	1.6	0.2	↑	Travel West on Coronado Bridge (using Eastbound Lanes)	1.9

1.6 miles. +54/-23 feet

Num	Dist	Prev	Type	Note	Next
19.	13.3	0.0	←	L onto Cypress Ave	0.1
20.	13.4	0.1	→	R onto 13th St	1.2
21.	14.6	1.2	←	L onto Iris Ave	0.2
22.	14.9	0.2	↑	Continue onto Satellite Blvd	0.5
23.	15.4	0.5	→	R onto 19th St/Saturn Blvd	0.2
24.	15.6	0.2	←	L onto Leon Ave	0.5
25.	16.1	0.5	→	R onto Hollister St	1.6
26.	17.7	1.6	←	L onto Monument Rd	0.9
27.	18.5	0.9	↑	Becomes Dairy Mart Rd	1.8
28.	20.3	1.8	←	L onto Beyer Blvd	1.8
29.	22.1	1.8	↑	Becomes Broadway	0.9
30.	23.0	0.9	→	R onto Palomar St	0.1

9.7 miles. +216/-174 feet

Num	Dist	Prev	Type	Note	Next
10.	3.6	1.9	←	Keep L onto Glorietta Blvd	0.1
11.	3.6	0.1	←	L onto Glorietta Blvd	1.0
12.	4.7	1.0	←	L onto Bayshore Bikeway (at San Luis Rey Ave)	7.7
13.	12.3	7.7	↑	Continue on Bayshore Bikeway	0.8
14.	13.2	0.8	→	Exit rest stop and turn R on 13th Street	0.0
15.	13.2	0.0	→	R onto Cypress Ave	0.1
16.	13.3	0.1	→	R onto Florence St	0.0
17.	13.3	0.0	⚡	REST STOP. Bikeway Village	0.0
18.	13.3	0.0	↑	Make a U-turn	0.0

11.6 miles. +71/-68 feet

Num	Dist	Prev	Type	Note	Next
31.	23.1	0.1	→	R onto Orange Ave	2.7
32.	25.7	2.7	↑	Continue onto Olympic Pkwy	3.2
33.	29.0	3.2	→	R onto La Media Rd	0.5
34.	29.5	0.5	←	L onto Birch Rd	1.3
35.	30.8	1.3	→	R onto Eastlake Pkwy	0.6
36.	31.4	0.6	←	L - becomes Hunte Pkwy	1.6
37.	33.0	1.6	→	R onto Olympic Pkwy	0.9
38.	33.9	0.9	↑	Continue onto Lake Crest Dr	0.1
39.	34.0	0.1	→	REST STOP. Mountain Hawk Park	0.1
40.	34.1	0.1	→	R out of rest stop onto Lake Crest Dr	0.7

11.1 miles. +1074/-584 feet

Num	Dist	Prev	Type	Note	Next
41.	34.8	0.7	←	L onto Otay Lakes Rd	0.4
42.	35.2	0.4	→	R onto Woods Dr	1.2
43.	36.4	1.2	→	R onto Northwoods Dr	0.2
44.	36.6	0.2	←	L onto Proctor Valley Rd	1.8
45.	38.4	1.8	↑	Continue onto E H St	2.1
46.	40.5	2.1	→	R onto Otay Lakes Rd	2.4
47.	42.8	2.4	←	L onto Bonita Rd	1.8
48.	44.6	1.8	→	R into Sweetwater Staging Area and join bike path	0.0
49.	44.7	0.0	⊥	REST STOP. Sweetwater Staging Area	0.1
50.	44.8	0.1	←	L on Bike Path	1.1

10.6 miles. +436/-987 feet

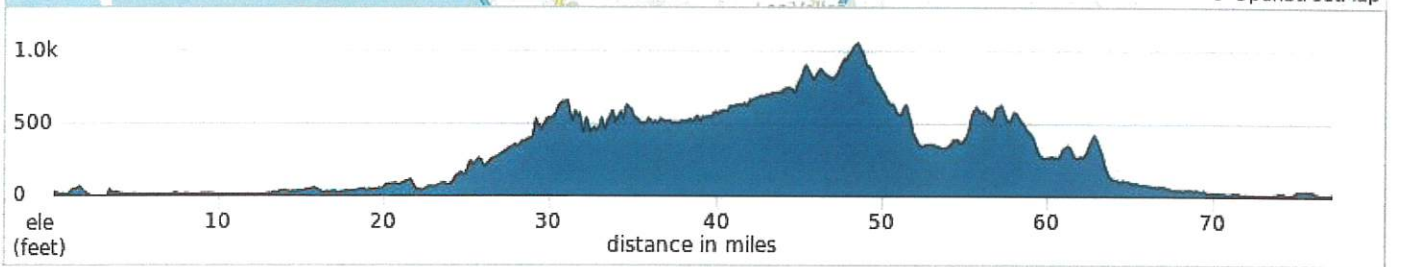
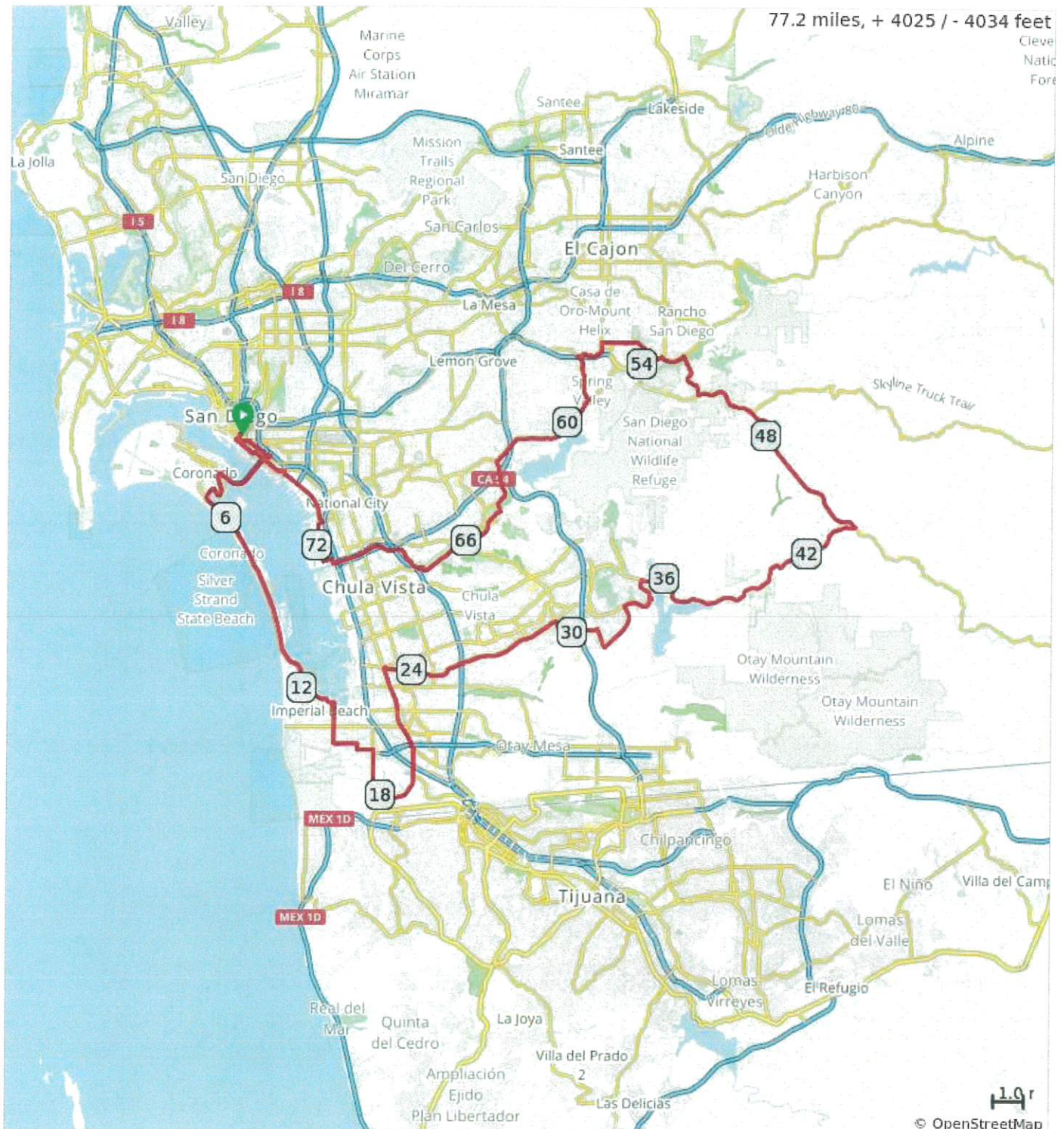
Num	Dist	Prev	Type	Note	Next
51.	45.8	1.1	←	Bear L on Bike Path	2.0
52.	47.8	2.0	↑	Continue straight on Bike Path	0.6
53.	48.4	0.6	←	L onto Marina Way	0.0
54.	48.4	0.0	↑	Continue onto W 32nd St	0.2
55.	48.6	0.2	→	R onto Tideland Ave	1.2
56.	49.7	1.2	→	Bear R onto Civic Center Dr	0.2
57.	49.9	0.2	←	L onto E Harbor Dr	2.0
58.	51.9	2.0	→	R onto S 28th St	0.1
59.	52.1	0.1	←	L after El Pollo Loco (on the left)	1.2
60.	53.2	1.2	←	L onto Sigsbee St	0.1

8.5 miles. +89/-102 feet

Num	Dist	Prev	Type	Note	Next
61.	53.3	0.1	→	R at the 1st cross street onto E Harbor Dr	0.7
62.	54.0	0.7	→	R onto Fifth Ave	0.0
63.	54.0	0.0	→	R onto L St	0.1
64.	54.2	0.1	←	L onto Tony Gwynn Dr	0.0
65.	54.2	0.0	📍	End of route	0.0

1.0 miles. +10/-10 feet

PPTC 2023 - 75 mile



PPTC 2023 - 75 mile

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	📍	Start of route	0.0
2.	0.0	0.0	i	START: J St (just before 8th Ave)	0.1
3.	0.1	0.1	←	L on Seventh Ave/Tony Gwynn Dr	0.3
4.	0.4	0.3	←	L onto Park Blvd	0.1
5.	0.4	0.1	→	R onto Imperial Ave	0.2
6.	0.6	0.2	→	R onto 13th St	0.0
7.	0.7	0.0	←	Slight L onto National Ave	0.8
8.	1.4	0.8	←	L onto Coronado Bridge Eastbound offramp	0.2
9.	1.6	0.2	↑	Travel West on Coronado Bridge (using Eastbound Lanes)	1.9

1.6 miles. +54/-23 feet

Num	Dist	Prev	Type	Note	Next
19.	13.3	0.0	←	L onto Cypress Ave	0.1
20.	13.4	0.1	→	R onto 13th St	1.2
21.	14.6	1.2	←	L onto Iris Ave	0.2
22.	14.9	0.2	↑	Continue onto Satellite Blvd	0.5
23.	15.4	0.5	→	R onto 19th St/Saturn Blvd	0.2
24.	15.6	0.2	←	L onto Leon Ave	0.5
25.	16.1	0.5	→	R onto Hollister St	1.6
26.	17.7	1.6	←	L onto Monument Rd	0.9
27.	18.5	0.9	↑	Becomes Dairy Mart Rd	1.8
28.	20.3	1.8	←	L onto Beyer Blvd	1.8
29.	22.1	1.8	↑	Becomes Broadway	0.9
30.	23.0	0.9	→	R onto Palomar St	0.1

9.7 miles. +216/-174 feet

Num	Dist	Prev	Type	Note	Next
10.	3.6	1.9	←	Keep L onto Glorietta Blvd	0.1
11.	3.6	0.1	←	L onto Glorietta Blvd	1.0
12.	4.7	1.0	←	L onto Bayshore Bikeway (at San Luis Rey Ave)	7.7
13.	12.3	7.7	↑	Continue on Bayshore Bikeway	0.8
14.	13.2	0.8	→	Exit rest stop and turn R on 13th Street	0.0
15.	13.2	0.0	→	R onto Cypress Ave	0.1
16.	13.3	0.1	→	R onto Florence St	0.0
17.	13.3	0.0	⚠	REST STOP. Bikeway Village	0.0
18.	13.3	0.0	↑	Make a U-turn	0.0

11.6 miles. +70/-68 feet

Num	Dist	Prev	Type	Note	Next
31.	23.1	0.1	→	R onto Orange Ave	2.7
32.	25.7	2.7	↑	Continue onto Olympic Pkwy	3.2
33.	29.0	3.2	→	R onto La Media Rd	0.5
34.	29.5	0.5	←	L onto Birch Rd	1.3
35.	30.8	1.3	→	R onto Eastlake Pkwy	0.6
36.	31.4	0.6	←	L - becomes Hunte Pkwy	1.6
37.	33.0	1.6	→	R onto Olympic Pkwy	0.9
38.	33.9	0.9	↑	Continue onto Lake Crest Dr	0.1
39.	34.0	0.1	→	REST STOP. Mountain Hawk Park	0.2
40.	34.2	0.2	→	R out of rest stop onto Lake Crest Dr	0.7

11.1 miles. +1073/-584 feet

Num	Dist	Prev	Type	Note	Next
41.	34.9	0.7	→	R onto Otay Lakes Rd	9.0
42.	43.8	9.0	←	L onto CA-94 W/Campo Rd	7.3
43.	51.1	7.3	→	R onto Steele Canyon Rd	1.5
44.	52.6	1.5	←	L onto Willow Glen Dr	0.8
45.	53.4	0.8	←	L onto Jamacha Road	0.6
46.	54.0	0.6	→	R onto Cuyamaca College Dr W	0.3
47.	54.3	0.3	→	R to stay on Cuyamaca College Dr W	0.2
48.	54.5	0.2	←	Slight L toward Rancho San Diego Pkwy	0.1
49.	54.6	0.1	→	R toward Rancho San Diego Pkwy	0.0

20.4 miles. +1039/-1243 feet

Num	Dist	Prev	Type	Note	Next
50.	54.6	0.0	↑	Continue onto Rancho San Diego Pkwy	0.2
51.	54.8	0.2	←	L onto Fury Ln	1.6
52.	56.3	1.6	←	L onto Avocado Blvd	0.4
53.	56.8	0.4	→	R onto Madrid Way	0.5
54.	57.3	0.5	←	L onto Agua Dulce Blvd	0.2
55.	57.5	0.2	←	L onto Campo Rd/Sweetwater Springs Blvd	1.5
56.	59.0	1.5	→	R onto Jamacha Blvd	3.1
57.	62.1	3.1	↑	Continue onto Paradise Valley Rd	0.7
58.	62.8	0.7	←	L onto S Worthington St	0.6
59.	63.4	0.6	↑	Continue onto Sweetwater Rd	0.8

8.9 miles. +673/-788 feet

Num	Dist	Prev	Type	Note	Next
60.	64.2	0.8	←	L onto Bonita Rd	0.3
61.	64.5	0.3	→	R to stay on Bonita Rd	3.1
62.	67.6	3.1	→	R into Sweetwater Staging Area and join bike path	0.1
63.	67.7	0.1	ψ↑	REST STOP. Sweetwater Staging Area	0.1
64.	67.7	0.1	←	Bear L on bike path	1.0
65.	68.8	1.0	←	Bear L on bike path	2.0
66.	70.8	2.0	↑	Stay straight on Bayshore Bikeway	0.6
67.	71.4	0.6	←	Exit bike path and turn L onto W 32nd St	0.2

7.9 miles. +73/-158 feet

Num	Dist	Prev	Type	Note	Next
68.	71.5	0.2	→	R onto Tidelands Ave	1.2
69.	72.7	1.2	→	Bear R onto Civic Center Dr	0.2
70.	72.9	0.2	←	L onto E Harbor Dr	2.0
71.	74.9	2.0	→	R onto S 28th St	0.1
72.	75.0	0.1	←	L after El Pollo Loco (on the left)	1.2
73.	76.2	1.2	←	L onto Sigsbee St	0.1
74.	76.2	0.1	→	R at the 1st cross street onto E Harbor Dr	0.7
75.	77.0	0.7	→	R onto Fifth Ave	0.0
76.	77.0	0.0	→	R onto L St	0.1
77.	77.1	0.1	←	L onto Tony Gwynn Dr	0.0
78.	77.2	0.0	📍	End of route	0.0

5.8 miles. +62/-64 feet

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Curebound Inc. – Padres Pedal the Cause

EVENT: Padres Pedal the Cause

DATE OF EVENT: March 18, 2023

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS []
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

PD has no comments other than officers will conduct extra patrols in the area during the event and monitor bicycle traffic.

ENGINEERING

No comments received

COMMUNITY SERVICES

No comments received

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

No comments

Building

No comments received

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

FIRE (619) 336-4550

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization
- 4) Fees can only be waived by City Council

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City's insurance requirements it will be necessary for the Applicant and the Event Medical Provider (American Medical Response) to provide the following:

- A valid copy of the Certificate of Liability Insurance from American Medical Response.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant and American Medical Response must each provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers"
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant at the time the Special Event Application was submitted.



AGENDA REPORT

Department: Community Development
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Temporary Use Permit – National Day of Prayer sponsored by Heart Revolution Church at Kimball Park Bowl on May 4, 2023 with no waiver of fees.

RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This is a request from Heart Revolution Church to conduct the National Day of Prayer at Kimball Park Bowl on May 4, 2023 from 6:30 p.m. to 8 p.m. Set up for the event will commence at 2:00 p.m. on the day of the event. This event will consist of various churches from National City which will gather to worship and pray.

Heart Revolution Church will provide their own stage.

Note: This event was approved by Council in 2022 with no waiver of fees.

FINANCIAL STATEMENT:

City fee of \$312.00 for processing the Temporary Use Permit, plus \$647.00 for the Fire inspection.
Total fees: \$959.00

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 – TUP National Day of Prayer
Exhibit B – Conditions of Approval TUP National Day of Prayer 2023



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

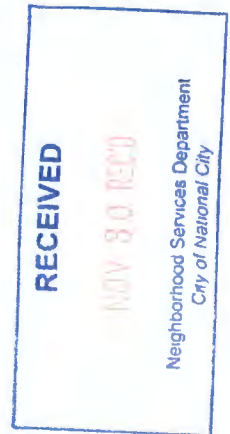
- Fair/Festival, Parade/March, Walk or Run, Concert/Performance, TUP, Sporting Event, Other (specify)

Event Name & Location

Event Title National Day of Prayer
Event Location (list all sites being requested) Kimball Park Bowl

Event Times

Set-Up Starts Date May 4, 2023 Time 2:00 pm Day of Week Thursday
Event Starts Date May 4, 2023 Time 6:30 pm Day of Week Thursday
Event Ends Date May 4, 2023 Time 8:00 pm Day of Week Thursday
Breakdown Ends Date May 4, 2023 Time 9:00 pm Day of Week Thursday



Applicant Information

Applicant (Your name) Albert Mendivil Sponsoring Organization Heart Revolution Church
Event Coordinator (if different from applicant) Eddie Duenas
Mailing Address 2602 Transportation Ave. Suite E National City, CA 91950
Day Phone 619-787-2601 After Hours Phone 619-787-2601 Cell 619-787-2601 Fax
Public Information Phone N/A E-mail amendivil54@yahoo.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Albert Mendivil Date 11/8/22

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 1,000 Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

This event is being held in conjunction with the
National Day of Prayer. Various National City
churches will gather in singing and prayer. The
singing will be accompanied by an amplified live
band and singers.

Estimated Attendance

Anticipated # of Participants: 30 Anticipated # of Spectators: 700

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Volunteers from local churches will provide crowd control and on-site security.

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

CITY ADA - PARK

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ▶ 20 x 28 (Dimensions)

Setting up canopies or tents?

2 # of canopies size 10' x 10'

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) PA System Equipment

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl
Lighting (from 6 pm to 9 pm)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information National City Clergy Association Info

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$602.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # 1 Dimensions Banner 72" x 30"

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

▶ Total number of portable toilets: 2

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>National Day of Prayer</u>	
Event Address: <u>Kimball Park Bowl</u>	Expected # of Attendees: <u>730</u>
Event Host/Coordinator: <u>Eddie Duenas</u>	Phone Number: <u>619-787-2601</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Heart Revolution Church

Person in Charge of Activity: Eddie Duenas

Address: 2602 Transportation Ave. Suite E National City, CA 91950

Telephone: 619-787-2601 Date(s) of Use: May 4, 2023

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [Signature]

Official Title: National City Clergy Association Date: 11/8/22
Vice President

For Office Use Only

Certificate of Insurance Approved _____ Date _____

City of National City BUSINESS TAX CERTIFICATE



2022

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in National City, California Only"

Business Name NATIONAL CITY CLERGY ASSOCIATION
Business Location 2602 TRANSPORTATION AVE STE E
NATIONAL CITY, CA 91950-8532
Business Owner(s) EDDIE DUENAS

Business Type Exempt / Non-Profit
Account Number 09051577
Effective Date September 12, 2022
Expiration Date December 31, 2022

NATIONAL CITY CLERGY ASSOCIATION
2602 TRANSPORTATION AVE STE E
NATIONAL CITY, CA 91950-8532



City Manager

**NOTE: IT IS YOUR OBLIGATION TO RENEW THIS
CERTIFICATE WHETHER OR NOT YOU RECEIVE A
RENEWAL NOTICE**

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS
THAT IS OTHERWISE PROHIBITED.**

For all inquiries regarding this certificate, contact HdL
Business Tax Support Center at (619) 382-2596.

NATIONAL CITY CLERGY ASSOCIATION

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



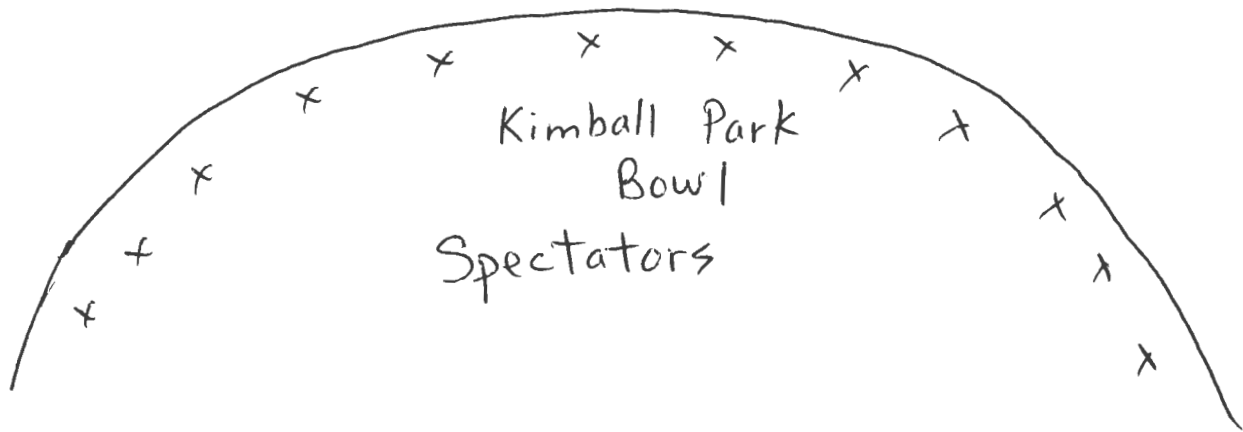
BUSINESS TAX SUPPO
CENTER
8839 N CEDAR AVE #212



City of National City BUSINESS TAX CERTIFICATE

NATIONAL CITY CLERGY ASSOCIATION
2602 TRANSPORTATION AVE STE E
NATIONAL CITY, CA 91950-8532

Account Number: 09051577
Date of Issue: 09/12/2022



**CITY OF NATIONAL CITY
 NEIGHBORHOOD SERVICES DEPARTMENT
 APPLICATION FOR A TEMPORARY USE PERMIT
 CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Heart Revolution Church

EVENT: National Day of Prayer

DATE OF EVENT: May 4, 2023

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

Streets Division
 No involvement

Parks Division
 No comments

Facilities Division
 No comments received

POLICE DEPARTMENT

Police will have the squads that are working that day extra patrol the event, calls permitting.

ENGINEERING

No comments

COMMUNITY SERVICES

No involvement

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

1. Activities shall conform to limitations in Title 12 (Noise) of the Municipal Code.
2. Speakers shall face away from residential properties.

Building

No comments received

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned request for the issuance of a Temporary Use Permit. All the insurance requirements were met, and the following documents were provided with the Temporary Use Permit application:

- A valid copy of the Certificate of Liability Insurance.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant provided a separate additional insured endorsement wherein it notes the additional insured as “The City of National City, its officials, agents, employees, and volunteers.”
- The insurance company issuing the insurance policy has an A.M. Best’s Guide Rating of A: VII and is a California-admitted company.
- The Certificate Holder reflects:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

FIRE (619) 336-4550

Fire Inspection shall be required before the event begins. Fees for this event are unknown based off the use of a private stage. Contact the Fire Department and provide info a minimum of one week before the event. Current possible fees are \$647.00

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach.
- 2) Provide a currently serviced 2A:10BC fire extinguisher for stage. Extinguishers to be mounted in a visible location between 3½’ to 5’ from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.

- 3) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event. After hours inspection fee is \$211.00
- 4) Stages with covered tops or walls coverings etc. shall have a Certificate of State Fire Marshal flame resistance and it shall be provided to the National City Fire Department before the event.
- 5) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved California State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$391.00
501 – 600 sf -	\$436.00
601 – 700 sf -	\$571.00

Tents:

0 –200 sf -	\$391.00
201 – (+) sf -	\$751.00

- 6) First Aid will be provided by organization.
- 7) Fees can only be waived by City Council.



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Phillip Davis, Financial Analyst, Finance
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Investment transactions for the month ended November 30, 2022.

RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended November 30, 2022.

BOARD/COMMISSION/COMMITTEE 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 November 30, 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



City of National City Consolidated -

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2022 THROUGH NOVEMBER 30, 2022

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

CHANDLER ASSET MANAGEMENT

chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.73
Average Coupon	1.89%
Average Purchase YTM	1.87%
Average Market YTM	2.88%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	0.80 yrs
Average Life	0.77 yrs

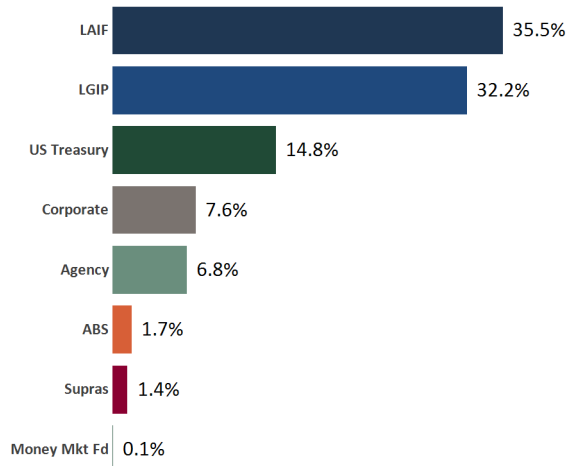
ACCOUNT SUMMARY

	Beg. Values as of 10/31/22	End Values as of 11/30/22
Market Value	112,632,310	109,278,387
Accrued Interest	192,240	240,398
Total Market Value	112,824,550	109,518,786
Income Earned	111,392	108,461
Cont/WD		-2,503
Par	115,172,820	111,449,478
Book Value	115,298,752	111,564,887
Cost Value	115,298,752	111,564,887

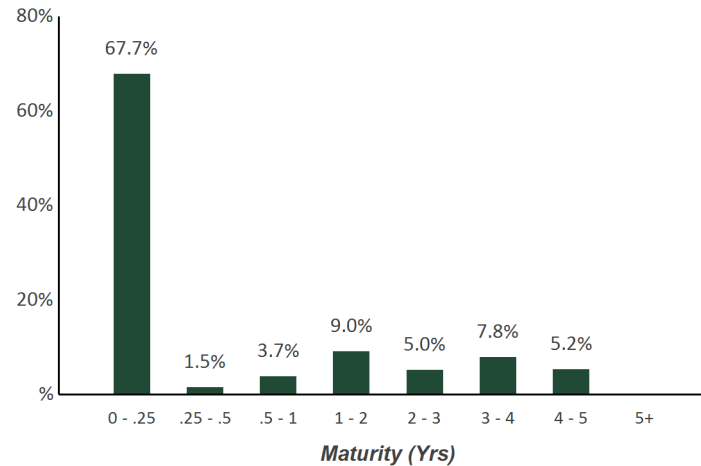
TOP ISSUERS

Local Agency Investment Fund	35.5%
County of San Diego Pooled Inve	32.2%
Government of United States	14.8%
Federal Home Loan Mortgage Corp	3.4%
Federal National Mortgage Assoc	2.1%
Federal Home Loan Bank	1.3%
Berkshire Hathaway	0.7%
Intl Bank Recon and Development	0.7%
Total	90.7%

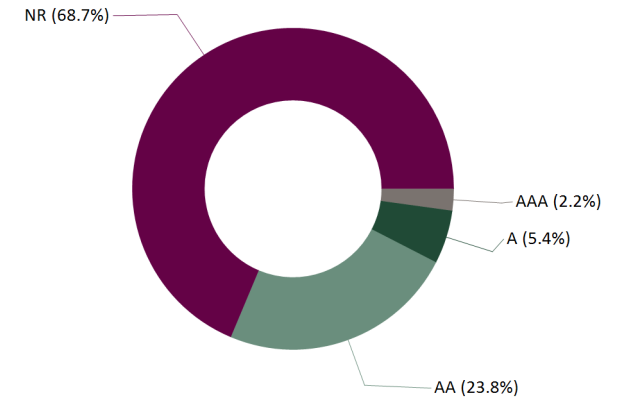
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized								
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	12/31/2013
City of National City Consolidated	0.48%	0.03%	12.94%	7.15%	2.13%	1.94%	1.52%	N/A	1.10%
California Local Agency Investment Fund	0.17%	0.44%	0.88%	0.90%	0.60%	0.83%	1.32%	N/A	0.97%



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	268.02	07/16/2019 2.23%	267.96 267.96	99.90 5.06%	267.75 0.26	0.00% (0.21)	Aaa / NR AAA	1.04 0.04
43813RAC1	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	19,356.36	02/19/2020 1.62%	19,352.56 19,352.56	99.10 4.73%	19,182.72 8.66	0.02% (169.84)	Aaa / NR AAA	1.39 0.29
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	57,057.73	06/17/2020 0.68%	58,372.73 58,372.73	99.34 4.78%	56,683.26 42.10	0.05% (1,689.47)	Aaa / AAA NR	1.46 0.21
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	54,495.49	10/16/2019 1.94%	54,492.61 54,492.61	99.58 4.69%	54,268.37 46.75	0.05% (224.24)	Aaa / AAA NR	1.62 0.15
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	42,334.36	03/04/2020 1.11%	42,331.78 42,331.78	98.96 4.86%	41,896.19 20.70	0.04% (435.59)	Aaa / NR AAA	1.71 0.27
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	64,231.64	07/21/2020 0.44%	64,226.70 64,226.70	98.31 5.06%	63,148.69 12.56	0.06% (1,078.01)	Aaa / AAA NR	1.88 0.36
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	137,882.05	09/22/2020 0.38%	137,861.80 137,861.80	97.60 5.39%	134,570.84 18.42	0.12% (3,290.96)	NR / AAA AAA	1.88 0.48
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	31,149.46	07/14/2020 0.52%	31,144.72 31,144.72	98.16 5.44%	30,575.14 7.06	0.03% (569.58)	Aaa / NR AAA	1.96 0.37
58769KAD6	Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024	155,000.00	06/22/2021 0.40%	154,988.30 154,988.30	96.60 5.54%	149,733.89 27.56	0.14% (5,254.41)	NR / AAA AAA	1.96 0.66
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100,000.00	09/08/2021 0.34%	99,989.68 99,989.68	97.25 5.50%	97,249.79 5.50	0.09% (2,739.89)	Aaa / NR AAA	2.07 0.53
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	52,670.36	10/06/2020 0.36%	52,660.55 52,660.55	97.97 5.27%	51,599.76 8.19	0.05% (1,060.79)	NR / AAA AAA	2.13 0.41
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	120,000.00	01/11/2022 1.11%	119,982.06 119,982.06	96.27 5.45%	115,518.13 22.00	0.11% (4,463.93)	NR / AAA AAA	2.32 0.87
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	60,356.57	02/17/2021 0.27%	60,355.46 60,355.46	96.74 5.91%	58,388.99 4.53	0.05% (1,966.47)	Aaa / NR AAA	2.39 0.58
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	213,952.74	02/02/2021 0.27%	213,913.03 213,913.03	97.24 4.90%	208,038.14 24.72	0.19% (5,874.89)	Aaa / NR AAA	2.46 0.59



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	107,053.92	03/02/2021 0.37%	107,033.35 107,033.35	95.98 5.77%	102,750.32 17.13	0.09% (4,283.03)	Aaa / NR AAA	2.79 0.74
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	120,000.00	11/16/2021 0.89%	119,974.70 119,974.70	94.54 5.19%	113,445.86 29.33	0.10% (6,528.84)	Aaa / NR AAA	3.15 1.28
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	135,000.00	07/13/2021 0.52%	134,987.96 134,987.96	94.57 5.29%	127,663.79 31.20	0.12% (7,324.17)	Aaa / NR AAA	3.29 1.15
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	195,000.00	02/15/2022 1.89%	194,970.67 194,970.67	94.74 5.16%	184,737.70 162.93	0.17% (10,232.97)	Aaa / AAA NR	3.46 1.63
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	150,000.00	03/10/2022 2.34%	149,966.82 149,966.82	95.38 5.32%	143,069.69 154.67	0.13% (6,897.13)	Aaa / NR AAA	3.80 1.56
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	155,000.00	07/12/2022 3.77%	154,985.20 154,985.20	97.59 5.14%	151,268.95 257.64	0.14% (3,716.25)	Aaa / NR AAA	4.22 1.77
Total ABS		1,970,808.70	1.10%	1,971,858.64 1,971,858.64	5.26%	1,904,057.97 901.91	1.74% (67,800.67)	Aaa / AAA AAA	2.68 0.91
AGENCY									
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	600,000.00	05/05/2020 0.39%	599,748.00 599,748.00	98.21 4.62%	589,245.60 162.50	0.54% (10,502.40)	Aaa / AA+ AAA	0.43 0.42
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	645,000.00	05/20/2020 0.35%	643,058.55 643,058.55	97.91 4.72%	631,536.27 40.31	0.58% (11,522.28)	Aaa / AA+ AAA	0.47 0.47
3135G05G4	FNMA Note 0.25% Due 7/10/2023	560,000.00	07/08/2020 0.32%	558,796.00 558,796.00	97.32 4.75%	544,994.80 548.33	0.50% (13,801.20)	Aaa / AA+ AAA	0.61 0.60
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	900,000.00	08/27/2020 0.29%	899,037.00 899,037.00	96.72 4.86%	870,459.30 606.25	0.80% (28,577.70)	Aaa / AA+ AAA	0.73 0.72
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	630,000.00	10/14/2020 0.25%	627,650.10 627,650.10	95.98 4.85%	604,692.90 98.44	0.55% (22,957.20)	Aaa / AA+ AAA	0.88 0.86
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	650,000.00	11/17/2020 0.28%	649,467.00 649,467.00	95.78 4.93%	622,587.55 112.85	0.57% (26,879.45)	Aaa / AA+ AAA	0.93 0.91
3135G06H1	FNMA Note 0.25% Due 11/27/2023	580,000.00	11/23/2020 0.29%	579,338.80 579,338.80	95.55 4.90%	554,182.46 16.11	0.51% (25,156.34)	Aaa / AA+ AAA	0.99 0.97



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130A0F70	FHLB Note 3.375% Due 12/8/2023	525,000.00	01/30/2019 2.71%	540,734.25 540,734.25	98.56 4.84%	517,424.78 8,514.84	0.48% (23,309.47)	Aaa / AA+ AAA	1.02 0.97
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	580,000.00	Various 1.96%	605,009.60 605,009.60	97.28 4.73%	564,218.20 7,735.34	0.52% (40,791.40)	Aaa / AA+ NR	1.54 1.46
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	300,000.00	10/29/2019 1.76%	315,474.00 315,474.00	97.11 4.58%	291,318.90 1,868.75	0.27% (24,155.10)	Aaa / AA+ AAA	1.79 1.70
3135G0X24	FNMA Note 1.625% Due 1/7/2025	625,000.00	01/16/2020 1.69%	623,050.00 623,050.00	94.40 4.44%	590,011.25 4,062.50	0.54% (33,038.75)	Aaa / AA+ AAA	2.11 2.02
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	625,000.00	06/04/2020 0.55%	652,443.75 652,443.75	94.04 4.37%	587,752.50 2,838.54	0.54% (64,691.25)	Aaa / AA+ AAA	2.21 2.12
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	450,000.00	09/24/2020 0.43%	448,857.00 448,857.00	89.98 4.18%	404,930.70 318.75	0.37% (43,926.30)	Aaa / AA+ AAA	2.82 2.74
Total Agency		7,670,000.00	0.80%	7,742,664.05	4.70%	7,373,355.21 26,923.51	6.76% (369,308.84)	Aaa / AA+ AAA	1.19 1.15
CORPORATE									
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	400,000.00	08/26/2019 1.87%	412,068.00 412,068.00	99.54 4.33%	398,150.40 2,322.22	0.37% (13,917.60)	Aa2 / AA A+	0.29 0.29
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 1/8/2024	400,000.00	05/20/2019 2.69%	411,444.00 411,444.00	98.44 4.82%	393,745.20 5,322.78	0.36% (17,698.80)	A1 / A+ A+	1.11 1.06
24422EUR8	John Deere Capital Corp Note 3.45% Due 1/10/2024	400,000.00	03/14/2019 2.95%	408,860.00 408,860.00	98.76 4.60%	395,037.60 5,405.00	0.37% (13,822.40)	A2 / A A	1.11 1.06
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	275,000.00	03/01/2021 0.47%	274,804.75 274,804.75	95.46 4.62%	262,504.83 460.63	0.24% (12,299.92)	A2 / A A	1.13 1.10
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	485,000.00	Various 0.59%	487,196.50 487,196.50	94.97 4.78%	460,621.96 737.60	0.42% (26,574.54)	A2 / A A	1.30 1.26
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	255,000.00	05/10/2021 0.50%	254,627.70 254,627.70	94.39 4.49%	240,703.43 60.56	0.22% (13,924.27)	A1 / AA AA-	1.45 1.41
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	405,000.00	05/10/2021 0.50%	404,457.30 404,457.30	94.06 4.70%	380,924.37 70.88	0.35% (23,532.93)	A2 / A A	1.46 1.43



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	65,000.00	06/29/2021 0.64%	64,966.85 64,966.85	93.81 4.63%	60,973.25 153.47	0.06% (3,993.60)	A2 / A+ NR	1.62 1.58
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 7/30/2024	450,000.00	03/25/2021 0.69%	475,276.50 475,276.50	96.51 4.60%	434,290.95 3,630.00	0.40% (40,985.55)	A2 / A+ A+	1.67 1.59
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	155,000.00	08/03/2021 0.52%	154,916.30 154,916.30	93.08 4.81%	144,278.50 241.11	0.13% (10,637.80)	A1 / A+ NR	1.69 1.64
06406RAX5	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	500,000.00	12/15/2021 1.18%	495,325.00 495,325.00	92.83 4.84%	464,139.50 425.00	0.42% (31,185.50)	A1 / A AA-	1.90 1.84
78015K7H1	Royal Bank of Canada Note 1.15% Due 6/10/2025	500,000.00	11/16/2021 1.38%	496,035.00 496,035.00	91.60 4.71%	458,002.00 2,731.25	0.42% (38,033.00)	A1 / A AA-	2.53 2.43
931142EW9	Wal-Mart Stores Note 3.9% Due 9/9/2025	95,000.00	09/06/2022 3.92%	94,933.50 94,933.50	98.76 4.38%	93,817.63 843.92	0.09% (1,115.87)	Aa2 / AA AA	2.78 2.58
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	125,000.00	02/02/2022 2.80%	125,000.00 125,000.00	93.09 5.13%	116,358.75 697.19	0.11% (8,641.25)	A1 / A AA-	3.19 2.08
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	700,000.00	01/13/2022 1.51%	677,908.00 677,908.00	89.26 4.34%	624,791.30 1,538.06	0.57% (53,116.70)	Aaa / AA+ NR	3.19 3.08
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	500,000.00	11/24/2021 1.61%	490,095.00 490,095.00	90.00 4.29%	450,002.00 255.56	0.41% (40,093.00)	A3 / A+ A	3.46 3.32
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	205,000.00	07/18/2022 5.01%	205,000.00 205,000.00	98.86 5.14%	202,667.72 3,490.40	0.19% (2,332.28)	A1 / A- A+	3.63 2.40
89114TZG0	Toronto-Dominion Bank Note 1.25% Due 9/10/2026	500,000.00	11/17/2021 1.70%	489,720.00 489,720.00	87.90 4.79%	439,477.00 1,406.25	0.40% (50,243.00)	A1 / A AA-	3.78 3.60
06368FAC3	Bank of Montreal Note 1.25% Due 9/15/2026	500,000.00	11/18/2021 1.64%	491,120.00 491,120.00	87.71 4.84%	438,558.00 1,319.44	0.40% (52,562.00)	A2 / A- AA-	3.79 3.61
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	80,000.00	09/08/2021 1.09%	79,848.80 79,848.80	88.81 4.27%	71,044.88 172.67	0.07% (8,803.92)	Aa2 / AA AA	3.80 3.64



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	215,000.00	01/19/2022 1.99%	214,634.50 214,634.50	91.42 4.24%	196,542.25 1,583.83	0.18% (18,092.25)	A2 / A A	4.13 3.86
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	80,000.00	03/01/2022 2.47%	79,913.60 79,913.60	91.74 4.61%	73,391.68 479.11	0.07% (6,521.92)	A2 / A A	4.26 3.94
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	430,000.00	03/07/2022 2.30%	429,918.30 429,918.30	93.08 4.07%	400,241.42 2,087.89	0.37% (29,676.88)	Aa2 / AA A+	4.29 4.00
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	205,000.00	04/11/2022 3.35%	204,577.70 204,577.70	95.87 4.35%	196,541.29 902.00	0.18% (8,036.41)	A1 / AA AA-	4.37 3.99
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	500,000.00	09/28/2022 4.70%	485,540.00 485,540.00	97.92 4.52%	489,614.00 1,166.67	0.45% 4,074.00	A2 / A+ A+	4.44 4.01
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	350,000.00	10/05/2022 4.51%	341,393.50 341,393.50	99.37 4.10%	347,794.65 3,149.03	0.32% 6,401.15	Aa2 / AA AA	4.78 4.27
Total Corporate		8,775,000.00	1.94%	8,749,580.80 8,749,580.80	4.57%	8,234,214.56 40,652.52	7.56% (515,366.24)	A1 / A+ A+	2.67 2.48
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	38,713,020.47	Various 2.06%	38,713,020.47 38,713,020.47	1.00 2.06%	38,713,020.47 129,791.78	35.47% 0.00	NR / NR NR	0.00 0.00
Total LAIF		38,713,020.47	2.06%	38,713,020.47 38,713,020.47	2.06%	38,713,020.47 129,791.78	35.47% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV INVESTMENT POOL									
90SDCP\$00	County of San Diego Pooled Investment Pool	35,277,000.00	Various 2.22%	35,277,000.00 35,277,000.00	1.00 2.22%	35,277,000.00 0.00	32.21% 0.00	NR / NR AAA	0.00 0.00
Total Local Gov Investment Pool		35,277,000.00	2.22%	35,277,000.00 35,277,000.00	2.22%	35,277,000.00 0.00	32.21% 0.00	NR / NR AAA	0.00 0.00



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
60934N807	Federated Investors Govt Oblig Fund Inst.	68,648.33	Various 3.39%	68,648.33 68,648.33	1.00 3.39%	68,648.33 0.00	0.06% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		68,648.33	3.39%	68,648.33	3.39%	68,648.33 0.00	0.06% 0.00	Aaa / AAA AAA	0.00 0.00
SUPRANATIONAL									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	320,000.00	11/17/2020 0.32%	319,312.00 319,312.00	95.79 4.68%	306,534.40 15.56	0.28% (12,777.60)	Aaa / AAA AAA	0.98 0.96
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	450,000.00	01/26/2021 0.26%	481,473.00 481,473.00	97.32 4.64%	437,931.00 2,250.00	0.40% (43,542.00)	Aaa / AAA AAA	1.30 1.25
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	505,000.00	09/15/2021 0.52%	504,626.30 504,626.30	93.12 4.49%	470,271.15 476.94	0.43% (34,355.15)	Aaa / AAA NR	1.82 1.77
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	300,000.00	07/12/2021 0.54%	308,070.00 308,070.00	94.39 4.52%	283,175.40 515.63	0.26% (24,894.60)	Aaa / AAA NR	1.88 1.82
Total Supranational		1,575,000.00	0.41%	1,613,481.30	4.58%	1,497,911.95 3,258.13	1.37% (115,569.35)	Aaa / AAA AAA	1.51 1.46
US TREASURY									
912828WE6	US Treasury Note 2.75% Due 11/15/2023	600,000.00	07/22/2019 1.78%	624,000.00 624,000.00	98.10 4.80%	588,609.60 729.28	0.54% (35,390.40)	Aaa / AA+ AAA	0.96 0.93
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	700,000.00	12/28/2020 0.18%	698,824.22 698,824.22	95.34 4.77%	667,378.60 404.03	0.61% (31,445.62)	Aaa / AA+ AAA	1.04 1.02
91282CBE0	US Treasury Note 0.125% Due 1/15/2024	550,000.00	01/28/2021 0.19%	548,990.23 548,990.23	95.07 4.67%	522,908.10 259.68	0.48% (26,082.13)	Aaa / AA+ AAA	1.13 1.10
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	650,000.00	04/29/2021 0.34%	650,583.98 650,583.98	94.39 4.64%	613,513.55 314.73	0.56% (37,070.43)	Aaa / AA+ AAA	1.38 1.34
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	300,000.00	06/24/2021 0.46%	298,160.16 298,160.16	93.63 4.58%	280,875.00 346.31	0.26% (17,285.16)	Aaa / AA+ AAA	1.54 1.50



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	800,000.00	12/15/2021 0.90%	789,000.00 789,000.00	93.29 4.50%	746,312.80 880.43	0.68% (42,687.20)	Aaa / AA+ AAA	1.71 1.67
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	650,000.00	11/29/2021 0.84%	648,324.22 648,324.22	93.23 4.39%	605,998.25 215.47	0.55% (42,325.97)	Aaa / AA+ AAA	1.96 1.91
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	675,000.00	02/25/2021 0.60%	665,112.30 665,112.30	90.73 4.19%	612,457.20 4.64	0.56% (52,655.10)	Aaa / AA+ AAA	2.50 2.44
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	675,000.00	06/17/2021 0.70%	732,111.33 732,111.33	96.43 4.14%	650,874.15 4,717.54	0.60% (81,237.18)	Aaa / AA+ AAA	2.75 2.59
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	1,000,000.00	Various 1.02%	970,800.79 970,800.79	89.97 4.03%	899,727.00 425.82	0.82% (71,073.79)	Aaa / AA+ AAA	2.84 2.77
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	650,000.00	11/29/2021 1.07%	629,535.16 629,535.16	89.63 4.06%	582,562.50 139.16	0.53% (46,972.66)	Aaa / AA+ AAA	2.92 2.85
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	800,000.00	Various 0.98%	780,535.15 780,535.15	89.64 4.08%	717,093.60 8.24	0.65% (63,441.55)	Aaa / AA+ AAA	3.00 2.93
912828P46	US Treasury Note 1.625% Due 2/15/2026	1,300,000.00	Various 1.56%	1,303,801.76 1,303,801.76	92.70 4.08%	1,205,038.91 6,199.73	1.11% (98,762.85)	Aaa / AA+ AAA	3.21 3.06
9128286L9	US Treasury Note 2.25% Due 3/31/2026	1,000,000.00	10/25/2021 1.09%	1,050,234.38 1,050,234.38	94.55 4.01%	945,508.00 3,832.42	0.87% (104,726.38)	Aaa / AA+ AAA	3.33 3.15
912828R36	US Treasury Note 1.625% Due 5/15/2026	1,000,000.00	10/25/2021 1.12%	1,022,500.00 1,022,500.00	92.30 4.03%	922,969.00 718.23	0.84% (99,531.00)	Aaa / AA+ AAA	3.46 3.30
9128282A7	US Treasury Note 1.5% Due 8/15/2026	1,000,000.00	Various 1.10%	1,019,062.50 1,019,062.50	91.46 4.00%	914,609.00 4,402.17	0.84% (104,453.50)	Aaa / AA+ AAA	3.71 3.53
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	1,000,000.00	11/18/2021 1.22%	995,507.81 995,507.81	89.80 3.96%	897,969.00 963.40	0.82% (97,538.81)	Aaa / AA+ AAA	3.92 3.76
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	1,000,000.00	12/22/2021 1.22%	1,001,601.56 1,001,601.56	90.13 3.94%	901,328.00 34.34	0.82% (100,273.56)	Aaa / AA+ AAA	4.00 3.83
912828V98	US Treasury Note 2.25% Due 2/15/2027	360,000.00	03/29/2022 2.53%	355,387.50 355,387.50	93.54 3.93%	336,740.76 2,377.17	0.31% (18,646.74)	Aaa / AA+ AAA	4.21 3.93
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	690,000.00	05/25/2022 2.73%	682,722.66 682,722.66	94.43 3.91%	651,591.84 2,938.19	0.60% (31,130.82)	Aaa / AA+ AAA	4.33 4.03



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CET4	US Treasury Note 2.625% Due 5/31/2027	850,000.00	06/21/2022 3.38%	820,847.66 820,847.66	94.91 3.87%	806,736.70 61.30	0.74% (14,110.96)	Aaa / AA+ AAA	4.50 4.19
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	325,000.00	08/30/2022 3.30%	317,001.95 317,001.95	95.28 3.86%	309,663.90 2,987.26	0.29% (7,338.05)	Aaa / AA+ AAA	4.67 4.28
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	125,000.00	10/05/2022 3.99%	120,214.84 120,214.84	96.95 3.83%	121,181.63 992.75	0.11% 966.79	Aaa / AA+ AAA	4.75 4.33
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	700,000.00	11/21/2022 4.00%	703,773.44 703,773.44	101.22 3.85%	708,531.60 4,918.27	0.65% 4,758.16	Aaa / AA+ AAA	4.84 4.32
Total US Treasury		17,400,000.00	1.38%	17,428,633.60	4.15%	16,210,178.69 38,870.56	14.84% (1,218,454.91)	Aaa / AA+ AAA	3.05 2.89
TOTAL PORTFOLIO		111,449,477.50	1.87%	111,564,887.19	2.88%	109,278,387.18 240,398.41	100.00% (2,286,500.01)	Aa1 / AA AAA	0.80 0.73
TOTAL MARKET VALUE PLUS ACCRUED						109,518,785.59			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/02/2022	60934N807	146.83	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	146.83	0.00	146.83	0.00
Purchase	11/05/2022	60934N807	1,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	1,125.00	0.00	1,125.00	0.00
Purchase	11/06/2022	60934N807	812.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	812.50	0.00	812.50	0.00
Purchase	11/10/2022	60934N807	10,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	10,000.00	0.00	10,000.00	0.00
Purchase	11/12/2022	60934N807	573.75	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	573.75	0.00	573.75	0.00
Purchase	11/15/2022	60934N807	21,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	21,687.50	0.00	21,687.50	0.00
Purchase	11/15/2022	60934N807	51.67	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	51.67	0.00	51.67	0.00
Purchase	11/15/2022	60934N807	483.08	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	483.08	0.00	483.08	0.00
Purchase	11/15/2022	60934N807	58.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	58.50	0.00	58.50	0.00
Purchase	11/15/2022	60934N807	290.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	290.00	0.00	290.00	0.00
Purchase	11/15/2022	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	305.50	0.00	305.50	0.00
Purchase	11/15/2022	60934N807	2,643.38	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	2,643.38	0.00	2,643.38	0.00
Purchase	11/15/2022	60934N807	3,720.84	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	3,720.84	0.00	3,720.84	0.00
Purchase	11/15/2022	60934N807	3,876.95	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	3,876.95	0.00	3,876.95	0.00
Purchase	11/15/2022	60934N807	7,980.58	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	7,980.58	0.00	7,980.58	0.00
Purchase	11/15/2022	60934N807	11,481.92	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	11,481.92	0.00	11,481.92	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/15/2022	60934N807	12,281.30	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	12,281.30	0.00	12,281.30	0.00
Purchase	11/15/2022	60934N807	10,594.17	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	10,594.17	0.00	10,594.17	0.00
Purchase	11/15/2022	60934N807	5,214.30	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	5,214.30	0.00	5,214.30	0.00
Purchase	11/15/2022	60934N807	7,317.48	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	7,317.48	0.00	7,317.48	0.00
Purchase	11/15/2022	60934N807	15,108.87	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	15,108.87	0.00	15,108.87	0.00
Purchase	11/17/2022	60934N807	911.25	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	911.25	0.00	911.25	0.00
Purchase	11/18/2022	60934N807	13,165.77	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	13,165.77	0.00	13,165.77	0.00
Purchase	11/21/2022	60934N807	88.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	88.00	0.00	88.00	0.00
Purchase	11/21/2022	60934N807	4,474.66	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	4,474.66	0.00	4,474.66	0.00
Purchase	11/21/2022	60934N807	2,962.21	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	2,962.21	0.00	2,962.21	0.00
Purchase	11/22/2022	60934N807	806.25	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	806.25	0.00	806.25	0.00
Purchase	11/22/2022	91282CFM8	700,000.00	US Treasury Note 4.125% Due 9/30/2027	100.539	4.00%	703,773.44	4,204.33	707,977.77	0.00
Purchase	11/24/2022	60934N807	400.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	400.00	0.00	400.00	0.00
Purchase	11/25/2022	60934N807	27.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	27.50	0.00	27.50	0.00
Purchase	11/25/2022	60934N807	110.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	110.00	0.00	110.00	0.00
Purchase	11/27/2022	60934N807	725.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	725.00	0.00	725.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/30/2022	60934N807	19,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.39%	19,750.00	0.00	19,750.00	0.00
Subtotal			859,174.76				862,948.20	4,204.33	867,152.53	0.00
Security Contribution	11/30/2022	90SDCP\$00	223,000.00	County of San Diego Pooled Investment Pool	1.000		223,000.00	0.00	223,000.00	0.00
Subtotal			223,000.00				223,000.00	0.00	223,000.00	0.00
TOTAL ACQUISITIONS			1,082,174.76				1,085,948.20	4,204.33	1,090,152.53	0.00

DISPOSITIONS										
Sale	11/22/2022	3130A3KM5	500,000.00	FHLB Note 2.5% Due 12/9/2022	99.926	4.02%	499,631.00	5,659.72	505,290.72	-14,434.00
Sale	11/22/2022	60934N807	202,687.05	Federated Investors Govt Oblig Fund Inst.	1.000	2.67%	202,687.05	0.00	202,687.05	0.00
Subtotal			702,687.05				702,318.05	5,659.72	707,977.77	-14,434.00
Paydown	11/15/2022	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	11/15/2022	43815NAC8	2,639.44	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		2,639.44	3.94	2,643.38	0.02
Paydown	11/15/2022	477870AC3	3,713.51	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		3,713.51	7.33	3,720.84	0.78
Paydown	11/15/2022	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	11/15/2022	47787NAC3	3,862.07	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		3,862.07	14.88	3,876.95	0.59
Paydown	11/15/2022	47788UAC6	7,946.08	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		7,946.08	34.50	7,980.58	1.53
Paydown	11/15/2022	47789KAC7	11,432.63	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		11,432.63	49.29	11,481.92	0.70



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	11/15/2022	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	11/15/2022	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	483.08	483.08	0.00
Paydown	11/15/2022	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	11/15/2022	65479JAD5	12,174.07	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		12,174.07	107.23	12,281.30	0.64
Paydown	11/15/2022	89232HAC9	10,500.71	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		10,500.71	93.46	10,594.17	-242.01
Paydown	11/15/2022	89236XAC0	5,197.42	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		5,197.42	16.88	5,214.30	0.97
Paydown	11/15/2022	89237VAB5	7,291.25	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		7,291.25	26.23	7,317.48	0.56
Paydown	11/15/2022	89240BAC2	15,059.25	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		15,059.25	49.62	15,108.87	2.80
Paydown	11/18/2022	43813KAC6	13,119.21	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		13,119.21	46.56	13,165.77	1.93
Paydown	11/21/2022	43813GAC5	4,460.08	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		4,460.08	14.58	4,474.66	0.08
Paydown	11/21/2022	43813RAC1	2,932.31	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		2,932.31	29.90	2,962.21	0.57
Paydown	11/21/2022	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	11/25/2022	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



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	11/25/2022	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			100,328.03				100,328.03	1,908.65	102,236.68	-230.84
Security Withdrawal	11/10/2022	90LAIF\$00	4,000,000.00	Local Agency Investment Fund State Pool	1.000		4,000,000.00	0.00	4,000,000.00	0.00
Security Withdrawal	11/18/2022	60934N807	2,502.56	Federated Investors Govt Oblig Fund Inst.	1.000		2,502.56	0.00	2,502.56	0.00
Subtotal			4,002,502.56				4,002,502.56	0.00	4,002,502.56	0.00
TOTAL DISPOSITIONS			4,805,517.64				4,805,148.64	7,568.37	4,812,717.01	-14,664.84

OTHER TRANSACTIONS										
Interest	11/05/2022	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	11/06/2022	3137EAEZ8	650,000.00	FHLMC Note 0.25% Due 11/6/2023	0.000		812.50	0.00	812.50	0.00
Interest	11/10/2022	665859AW4	500,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.000		10,000.00	0.00	10,000.00	0.00
Interest	11/12/2022	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	11/15/2022	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	11/15/2022	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	11/15/2022	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	11/15/2022	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	11/17/2022	14913R2L0	405,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.000		911.25	0.00	911.25	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	11/22/2022	3135G04Q3	645,000.00	FNMA Note 0.25% Due 5/22/2023	0.000		806.25	0.00	806.25	0.00
Interest	11/24/2022	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	11/27/2022	3135G06H1	580,000.00	FNMA Note 0.25% Due 11/27/2023	0.000		725.00	0.00	725.00	0.00
Interest	11/30/2022	912828ZT0	675,000.00	US Treasury Note 0.25% Due 5/31/2025	0.000		843.75	0.00	843.75	0.00
Interest	11/30/2022	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	11/30/2022	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
Interest	11/30/2022	91282CET4	850,000.00	US Treasury Note 2.625% Due 5/31/2027	0.000		11,156.25	0.00	11,156.25	0.00
Subtotal			10,030,000.00				56,791.25	0.00	56,791.25	0.00
Dividend	11/02/2022	60934N807	114,663.18	Federated Investors Govt Oblig Fund Inst.	0.000		146.83	0.00	146.83	0.00
Subtotal			114,663.18				146.83	0.00	146.83	0.00
TOTAL OTHER TRANSACTIONS			10,144,663.18				56,938.08	0.00	56,938.08	0.00



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FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 255,000.00	254,627.70 0.00 0.00 254,627.70	538.69 573.75 60.56 95.62	0.00 0.00 0.00 95.62	95.62
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 04/13/2027	04/11/2022 04/13/2022 205,000.00	204,577.70 0.00 0.00 204,577.70	338.25 0.00 902.00 563.75	0.00 0.00 0.00 563.75	563.75
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 02/08/2026	01/13/2022 01/18/2022 700,000.00	677,908.00 0.00 0.00 677,908.00	1,129.72 0.00 1,538.06 408.34	0.00 0.00 0.00 408.34	408.34
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 120,000.00	119,982.06 0.00 0.00 119,982.06	22.00 110.00 22.00 110.00	0.00 0.00 0.00 110.00	110.00
06368FAC3	Bank of Montreal Note 1.25% Due 09/15/2026	11/18/2021 11/22/2021 500,000.00	491,120.00 0.00 0.00 491,120.00	798.61 0.00 1,319.44 520.83	0.00 0.00 0.00 520.83	520.83
06406RAX5	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	12/15/2021 12/17/2021 500,000.00	495,325.00 0.00 0.00 495,325.00	70.83 0.00 425.00 354.17	0.00 0.00 0.00 354.17	354.17
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 03/15/2027	03/07/2022 03/15/2022 430,000.00	429,918.30 0.00 0.00 429,918.30	1,263.72 0.00 2,087.89 824.17	0.00 0.00 0.00 824.17	824.17
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	08/26/2019 08/28/2019 400,000.00	412,068.00 0.00 0.00 412,068.00	1,405.56 0.00 2,322.22 916.66	0.00 0.00 0.00 916.66	916.66
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 100,000.00	99,989.68 0.00 0.00 99,989.68	5.50 27.50 5.50 27.50	0.00 0.00 0.00 27.50	27.50

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 405,000.00	404,457.30 0.00 0.00 404,457.30	830.25 911.25 70.88 151.88	0.00 0.00 0.00 151.88	151.88
24422EUR8	John Deere Capital Corp Note 3.45% Due 01/10/2024	03/14/2019 03/18/2019 400,000.00	408,860.00 0.00 0.00 408,860.00	4,255.00 0.00 5,405.00 1,150.00	0.00 0.00 0.00 1,150.00	1,150.00
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 275,000.00	274,804.75 0.00 0.00 274,804.75	357.50 0.00 460.63 103.13	0.00 0.00 0.00 103.13	103.13
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/30/2019 01/31/2019 525,000.00	540,734.25 0.00 0.00 540,734.25	7,038.28 0.00 8,514.84 1,476.56	0.00 0.00 0.00 1,476.56	1,476.56
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 580,000.00	605,009.60 0.00 0.00 605,009.60	6,345.76 0.00 7,735.34 1,389.58	0.00 0.00 0.00 1,389.58	1,389.58
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	10/29/2019 10/30/2019 300,000.00	315,474.00 0.00 0.00 315,474.00	1,150.00 0.00 1,868.75 718.75	0.00 0.00 0.00 718.75	718.75
3130A3KM5	FHLB Note Due 12/09/2022	09/10/2019 09/13/2019 0.00	514,065.00 0.00 514,065.00 0.00	4,930.56 5,659.72 0.00 729.16	0.00 0.00 0.00 729.16	729.16
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 645,000.00	643,058.55 0.00 0.00 643,058.55	712.19 806.25 40.31 134.37	0.00 0.00 0.00 134.37	134.37
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 560,000.00	558,796.00 0.00 0.00 558,796.00	431.67 0.00 548.33 116.66	0.00 0.00 0.00 116.66	116.66



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3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 580,000.00	579,338.80 0.00 0.00 579,338.80	620.28 725.00 16.11 120.83	0.00 0.00 0.00 120.83	120.83
3135G0X24	FNMA Note 1.625% Due 01/07/2025	01/16/2020 01/17/2020 625,000.00	623,050.00 0.00 0.00 623,050.00	3,216.15 0.00 4,062.50 846.35	0.00 0.00 0.00 846.35	846.35
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	06/04/2020 06/05/2020 625,000.00	652,443.75 0.00 0.00 652,443.75	2,057.29 0.00 2,838.54 781.25	0.00 0.00 0.00 781.25	781.25
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 600,000.00	599,748.00 0.00 0.00 599,748.00	1,100.00 1,125.00 162.50 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/27/2020 08/31/2020 900,000.00	899,037.00 0.00 0.00 899,037.00	418.75 0.00 606.25 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	09/24/2020 09/25/2020 450,000.00	448,857.00 0.00 0.00 448,857.00	178.13 0.00 318.75 140.62	0.00 0.00 0.00 140.62	140.62
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 630,000.00	627,650.10 0.00 0.00 627,650.10	32.81 0.00 98.44 65.63	0.00 0.00 0.00 65.63	65.63
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/17/2020 11/18/2020 650,000.00	649,467.00 0.00 0.00 649,467.00	789.93 812.50 112.85 135.42	0.00 0.00 0.00 135.42	135.42
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 60,356.57	64,815.46 0.00 4,460.00 60,355.46	4.86 14.58 4.53 14.25	0.00 0.00 0.00 14.25	14.25



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43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 137,882.05	150,979.08 0.00 13,117.28 137,861.80	20.18 46.56 18.42 44.80	0.00 0.00 0.00 44.80	44.80
43813RAC1	Honda Auto Receivables 2020-1 A3 1.61% Due 04/22/2024	02/19/2020 02/26/2020 19,356.36	22,284.30 0.00 2,931.74 19,352.56	9.97 29.90 8.66 28.59	0.00 0.00 0.00 28.59	28.59
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 195,000.00	194,970.67 0.00 0.00 194,970.67	162.93 305.50 162.93 305.50	0.00 0.00 0.00 305.50	305.50
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 120,000.00	119,974.70 0.00 0.00 119,974.70	29.33 88.00 29.33 88.00	0.00 0.00 0.00 88.00	88.00
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 Due 08/15/2023	08/20/2019 08/27/2019 0.00	2,639.42 0.00 2,639.42 0.00	2.09 3.94 0.00 1.85	0.00 0.00 0.00 1.85	1.85
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 505,000.00	504,626.30 0.00 0.00 504,626.30	266.53 0.00 476.94 210.41	0.00 0.00 0.00 210.41	210.41
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 450,000.00	481,473.00 0.00 0.00 481,473.00	1,312.50 0.00 2,250.00 937.50	0.00 0.00 0.00 937.50	937.50
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 320,000.00	319,312.00 0.00 0.00 319,312.00	348.89 400.00 15.56 66.67	0.00 0.00 0.00 66.67	66.67
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 300,000.00	308,070.00 0.00 0.00 308,070.00	171.88 0.00 515.63 343.75	0.00 0.00 0.00 343.75	343.75



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477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 268.02	3,980.69 0.00 3,712.73 267.96	3.91 7.33 0.26 3.68	0.00 0.00 0.00 3.68	3.68
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 150,000.00	149,966.82 0.00 0.00 149,966.82	154.67 290.00 154.67 290.00	0.00 0.00 0.00 290.00	290.00
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 31,149.46	35,006.20 0.00 3,861.48 31,144.72	7.94 14.88 7.06 14.00	0.00 0.00 0.00 14.00	14.00
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 107,053.92	114,977.90 0.00 7,944.55 107,033.35	18.40 34.50 17.13 33.23	0.00 0.00 0.00 33.23	33.23
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 42,334.36	53,763.71 0.00 11,431.93 42,331.78	26.29 49.29 20.70 43.70	0.00 0.00 0.00 43.70	43.70
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 135,000.00	134,987.96 0.00 0.00 134,987.96	31.20 58.50 31.20 58.50	0.00 0.00 0.00 58.50	58.50
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 02/16/2027	07/12/2022 07/20/2022 155,000.00	154,985.20 0.00 0.00 154,985.20	257.64 483.08 257.64 483.08	0.00 0.00 0.00 483.08	483.08
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 155,000.00	154,988.30 0.00 0.00 154,988.30	27.56 51.67 27.56 51.67	0.00 0.00 0.00 51.67	51.67
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 07/17/2026	07/18/2022 07/20/2022 205,000.00	205,000.00 0.00 0.00 205,000.00	2,691.07 0.00 3,490.40 799.33	0.00 0.00 0.00 799.33	799.33

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65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 54,495.49	66,666.04 0.00 12,173.43 54,492.61	57.19 107.23 46.75 96.79	0.00 0.00 0.00 96.79	96.79
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	09/28/2022 09/30/2022 500,000.00	485,540.00 0.00 0.00 485,540.00	9,500.00 10,000.00 1,166.67 1,666.67	0.00 0.00 0.00 1,666.67	1,666.67
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 155,000.00	154,916.30 0.00 0.00 154,916.30	176.53 0.00 241.11 64.58	0.00 0.00 0.00 64.58	64.58
78015K7H1	Royal Bank of Canada Note 1.15% Due 06/10/2025	11/16/2021 11/18/2021 500,000.00	496,035.00 0.00 0.00 496,035.00	2,252.08 0.00 2,731.25 479.17	0.00 0.00 0.00 479.17	479.17
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 65,000.00	64,966.85 0.00 0.00 64,966.85	119.62 0.00 153.47 33.85	0.00 0.00 0.00 33.85	33.85
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 485,000.00	487,196.50 0.00 0.00 487,196.50	434.48 0.00 737.60 303.12	0.00 0.00 0.00 303.12	303.12
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/01/2022 03/03/2022 80,000.00	79,913.60 0.00 0.00 79,913.60	315.78 0.00 479.11 163.33	0.00 0.00 0.00 163.33	163.33
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	02/02/2022 02/07/2022 125,000.00	125,000.00 0.00 0.00 125,000.00	515.31 0.00 697.19 181.88	0.00 0.00 0.00 181.88	181.88
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 01/15/2027	01/19/2022 01/24/2022 215,000.00	214,634.50 0.00 0.00 214,634.50	1,234.46 0.00 1,583.83 349.37	0.00 0.00 0.00 349.37	349.37

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89114TZG0	Toronto-Dominion Bank Note 1.25% Due 09/10/2026	11/17/2021 11/19/2021 500,000.00	489,720.00 0.00 0.00 489,720.00	885.42 0.00 1,406.25 520.83	0.00 0.00 0.00 520.83	520.83
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	06/17/2020 06/19/2020 57,057.73	69,115.45 0.00 10,742.72 58,372.73	49.84 93.46 42.10 85.72	0.00 0.00 0.00 85.72	85.72
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 01/08/2024	05/20/2019 05/22/2019 400,000.00	411,444.00 0.00 0.00 411,444.00	4,206.11 0.00 5,322.78 1,116.67	0.00 0.00 0.00 1,116.67	1,116.67
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 52,670.36	57,857.00 0.00 5,196.45 52,660.55	9.00 16.88 8.19 16.07	0.00 0.00 0.00 16.07	16.07
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	07/21/2020 07/27/2020 64,231.64	71,517.39 0.00 7,290.69 64,226.70	13.99 26.23 12.56 24.80	0.00 0.00 0.00 24.80	24.80
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 213,952.74	228,969.48 0.00 15,056.45 213,913.03	26.46 49.62 24.72 47.88	0.00 0.00 0.00 47.88	47.88
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 07/30/2024	03/25/2021 03/29/2021 450,000.00	475,276.50 0.00 0.00 475,276.50	2,730.00 0.00 3,630.00 900.00	0.00 0.00 0.00 900.00	900.00
9128282A7	US Treasury Note 1.5% Due 08/15/2026	Various Various 1,000,000.00	1,019,062.50 0.00 0.00 1,019,062.50	3,179.35 0.00 4,402.17 1,222.82	0.00 0.00 0.00 1,222.82	1,222.82
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	06/17/2021 06/18/2021 675,000.00	732,111.33 0.00 0.00 732,111.33	3,179.21 0.00 4,717.54 1,538.33	0.00 0.00 0.00 1,538.33	1,538.33



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9128286L9	US Treasury Note 2.25% Due 03/31/2026	10/25/2021 10/26/2021 1,000,000.00	1,050,234.38 0.00 0.00 1,050,234.38	1,978.02 0.00 3,832.42 1,854.40	0.00 0.00 0.00 1,854.40	1,854.40
912828P46	US Treasury Note 1.625% Due 02/15/2026	Various Various 1,300,000.00	1,303,801.76 0.00 0.00 1,303,801.76	4,477.58 0.00 6,199.73 1,722.15	0.00 0.00 0.00 1,722.15	1,722.15
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/25/2021 10/26/2021 1,000,000.00	1,022,500.00 0.00 0.00 1,022,500.00	7,506.79 8,125.00 718.23 1,336.44	0.00 0.00 0.00 1,336.44	1,336.44
912828V98	US Treasury Note 2.25% Due 02/15/2027	03/29/2022 03/30/2022 360,000.00	355,387.50 0.00 0.00 355,387.50	1,716.85 0.00 2,377.17 660.32	0.00 0.00 0.00 660.32	660.32
912828WE6	US Treasury Note 2.75% Due 11/15/2023	07/22/2019 07/23/2019 600,000.00	624,000.00 0.00 0.00 624,000.00	7,622.28 8,250.00 729.28 1,357.00	0.00 0.00 0.00 1,357.00	1,357.00
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 675,000.00	665,112.30 0.00 0.00 665,112.30	710.04 843.75 4.64 138.35	0.00 0.00 0.00 138.35	138.35
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	Various Various 1,000,000.00	970,800.79 0.00 0.00 970,800.79	219.78 0.00 425.82 206.04	0.00 0.00 0.00 206.04	206.04
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	11/29/2021 11/30/2021 650,000.00	629,535.16 0.00 0.00 629,535.16	4.49 0.00 139.16 134.67	0.00 0.00 0.00 134.67	134.67
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 800,000.00	780,535.15 0.00 0.00 780,535.15	1,262.29 1,500.00 8.24 245.95	0.00 0.00 0.00 245.95	245.95

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	12/28/2020 12/29/2020 700,000.00	698,824.22 0.00 0.00 698,824.22	332.31 0.00 404.03 71.72	0.00 0.00 0.00 71.72	71.72
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	01/28/2021 01/29/2021 550,000.00	548,990.23 0.00 0.00 548,990.23	203.63 0.00 259.68 56.05	0.00 0.00 0.00 56.05	56.05
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	04/29/2021 04/30/2021 650,000.00	650,583.98 0.00 0.00 650,583.98	113.84 0.00 314.73 200.89	0.00 0.00 0.00 200.89	200.89
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/24/2021 06/25/2021 300,000.00	298,160.16 0.00 0.00 298,160.16	284.84 0.00 346.31 61.47	0.00 0.00 0.00 61.47	61.47
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	12/15/2021 12/16/2021 800,000.00	789,000.00 0.00 0.00 789,000.00	635.87 0.00 880.43 244.56	0.00 0.00 0.00 244.56	244.56
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/18/2021 11/19/2021 1,000,000.00	995,507.81 0.00 0.00 995,507.81	31.08 0.00 963.40 932.32	0.00 0.00 0.00 932.32	932.32
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/29/2021 11/30/2021 650,000.00	648,324.22 0.00 0.00 648,324.22	2,252.04 2,437.50 215.47 400.93	0.00 0.00 0.00 400.93	400.93
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	12/22/2021 12/23/2021 1,000,000.00	1,001,601.56 0.00 0.00 1,001,601.56	5,259.56 6,250.00 34.34 1,024.78	0.00 0.00 0.00 1,024.78	1,024.78
91282CEF4	US Treasury Note 2.5% Due 03/31/2027	05/25/2022 05/26/2022 690,000.00	682,722.66 0.00 0.00 682,722.66	1,516.48 0.00 2,938.19 1,421.71	0.00 0.00 0.00 1,421.71	1,421.71



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CET4	US Treasury Note 2.625% Due 05/31/2027	06/21/2022 06/22/2022 850,000.00	820,847.66 0.00 0.00 820,847.66	9,388.32 11,156.25 61.30 1,829.23	0.00 0.00 0.00 1,829.23	1,829.23
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/30/2022 08/31/2022 325,000.00	317,001.95 0.00 0.00 317,001.95	2,258.66 0.00 2,987.26 728.60	0.00 0.00 0.00 728.60	728.60
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	10/05/2022 10/06/2022 125,000.00	120,214.84 0.00 0.00 120,214.84	669.03 0.00 992.75 323.72	0.00 0.00 0.00 323.72	323.72
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	11/21/2022 11/22/2022 700,000.00	0.00 703,773.44 0.00 703,773.44	0.00 (4,204.33) 4,918.27 713.94	0.00 0.00 0.00 713.94	713.94
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	11/24/2021 11/29/2021 500,000.00	490,095.00 0.00 0.00 490,095.00	2,651.39 2,875.00 255.56 479.17	0.00 0.00 0.00 479.17	479.17
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 80,000.00	79,848.80 0.00 0.00 79,848.80	102.67 0.00 172.67 70.00	0.00 0.00 0.00 70.00	70.00
931142EW9	Wal-Mart Stores Note 3.9% Due 09/09/2025	09/06/2022 09/09/2022 95,000.00	94,933.50 0.00 0.00 94,933.50	535.17 0.00 843.92 308.75	0.00 0.00 0.00 308.75	308.75
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 09/09/2027	10/05/2022 10/07/2022 350,000.00	341,393.50 0.00 0.00 341,393.50	1,996.94 0.00 3,149.03 1,152.09	0.00 0.00 0.00 1,152.09	1,152.09
			37,417,068.82	128,200.05	0.00	
			703,773.44	60,155.29	0.00	
			614,623.87	110,606.63	0.00	
Total Fixed Income		37,390,808.70	37,506,218.39	42,561.87	42,561.87	42,561.87

Income Earned

As of November 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 68,648.33	114,663.18 159,174.76 205,189.61 68,648.33	0.00 146.83 0.00 146.83	0.00 0.00 0.00 146.83	146.83
			114,663.18	0.00	0.00	
			159,174.76	146.83	0.00	
			205,189.61	0.00	0.00	
Total Cash & Equivalent		68,648.33	68,648.33	146.83	146.83	146.83
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	Various Various 38,713,020.47	42,713,020.47 0.00 4,000,000.00 38,713,020.47	64,039.71 0.00 129,791.78 65,752.07	0.00 0.00 0.00 65,752.07	65,752.07
			42,713,020.47	64,039.71	0.00	
			0.00	0.00	0.00	
			4,000,000.00	129,791.78	0.00	
Total Local Agency Investment Fund		38,713,020.47	38,713,020.47	65,752.07	65,752.07	65,752.07

Income Earned

As of November 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
INVESTMENT POOL						
90SDCP\$00	County of San Diego Pooled Investment Pool	Various Various 35,277,000.00	35,054,000.00 223,000.00 0.00 35,277,000.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Investment Pool			35,277,000.00	0.00	0.00	0.00
			115,298,752.47	192,239.76	0.00	
			1,085,948.20	60,302.12	0.00	
			4,819,813.48	240,398.41	0.00	
TOTAL PORTFOLIO		111,449,477.50	111,564,887.19	108,460.77	108,460.77	108,460.77



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/08/2022	Interest	3130A0F70	525,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	8,859.38	8,859.38
12/10/2022	Interest	78015K7H1	500,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.00	2,875.00	2,875.00
12/14/2022	Interest	3130A1XJ2	580,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	8,337.50	8,337.50
12/15/2022	Interest	91282CBA8	700,000.00	US Treasury Note 0.125% Due 12/15/2023	0.00	437.50	437.50
12/15/2022	Interest	91282CCG4	300,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	375.00	375.00
12/15/2022	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
12/15/2022	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
12/15/2022	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	11,962.10	87.65	12,049.75
12/15/2022	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	51.67	51.67
12/15/2022	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	10,125.90	78.93	10,204.83
12/15/2022	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	5,103.63	15.36	5,118.99
12/15/2022	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	6,750.66	32.12	6,782.78
12/15/2022	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
12/15/2022	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,676.05	13.24	2,689.29
12/15/2022	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	6,704.87	38.81	6,743.68
12/15/2022	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	58.50	58.50
12/15/2022	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	7,019.16	23.55	7,042.71

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2022	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	14,749.36	46.36	14,795.72
12/18/2022	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	12,487.20	42.51	12,529.71
12/21/2022	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	2,854.59	25.97	2,880.56
12/21/2022	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	88.00	88.00
12/21/2022	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,765.45	13.58	3,779.03
12/25/2022	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	110.00	110.00
12/25/2022	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	2,538.42	27.50	2,565.92
DEC 2022					86,737.39	22,716.71	109,454.10
01/07/2023	Interest	3135G0X24	625,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	5,078.13	5,078.13
01/08/2023	Interest	89236TFS9	400,000.00	Toyota Motor Credit Corp Note 3.35% Due 1/8/2024	0.00	6,700.00	6,700.00
01/10/2023	Interest	3135G05G4	560,000.00	FNMA Note 0.25% Due 7/10/2023	0.00	700.00	700.00
01/10/2023	Interest	24422EUR8	400,000.00	John Deere Capital Corp Note 3.45% Due 1/10/2024	0.00	6,900.00	6,900.00
01/15/2023	Interest	91282CBE0	550,000.00	US Treasury Note 0.125% Due 1/15/2024	0.00	343.75	343.75
01/15/2023	Interest	79466LAG9	65,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	203.13	203.13
01/15/2023	Interest	87612EBM7	215,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.00	2,096.25	2,096.25
01/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
01/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,986.37	13.87	2,000.24
01/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,590.57	20.98	2,611.55
01/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
01/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,735.38	32.66	1,768.04
01/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,193.61	68.41	2,262.02
01/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,755.52	64.92	3,820.44
01/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,185.12	12.10	2,197.22
01/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,543.70	30.09	4,573.79
01/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	58.50	58.50
01/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,916.52	51.67	11,968.19
01/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,250.04	43.16	13,293.20
01/16/2023	Dividend	90LAIF\$00	3,723,577,381.74	Local Agency Investment Fund State Pool	0.00	200,639.38	200,639.38
01/17/2023	Interest	24422EVN6	275,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	618.75	618.75
01/17/2023	Interest	61747YET8	205,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,716.04	4,716.04
01/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,381.97	38.66	11,420.63
01/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,766.37	12.73	3,779.10
01/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	960.32	22.14	982.46



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	88.00	88.00
01/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	110.00	110.00
01/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,111.01	26.80	8,137.81
01/30/2023	Interest	91159HHX1	450,000.00	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 7/30/2024	0.00	5,400.00	5,400.00
01/31/2023	Interest	91282CFB2	325,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	4,468.75	4,468.75
JAN 2023					68,376.50	239,637.45	308,013.95
02/06/2023	Interest	857477BR3	125,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	1,091.25	1,091.25
02/08/2023	Interest	037833EB2	700,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.00	2,450.00	2,450.00
02/09/2023	Interest	69371RR40	155,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	387.50	387.50
02/12/2023	Interest	3137EAEP0	625,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	4,687.50	4,687.50
02/15/2023	Interest	912828V98	360,000.00	US Treasury Note 2.25% Due 2/15/2027	0.00	4,050.00	4,050.00
02/15/2023	Interest	91282CCT6	800,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	1,500.00	1,500.00
02/15/2023	Interest	9128282A7	1,000,000.00	US Treasury Note 1.5% Due 8/15/2026	0.00	7,500.00	7,500.00
02/15/2023	Interest	912828P46	1,300,000.00	US Treasury Note 1.625% Due 2/15/2026	0.00	10,562.51	10,562.51
02/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
02/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,185.98	11.17	2,197.15
02/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	58.50	58.50



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,917.62	47.69	11,965.31
02/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,591.52	20.03	2,611.55
02/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,254.34	40.29	13,294.63
02/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,545.17	28.73	4,573.90
02/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
02/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,198.54	64.88	2,263.42
02/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
02/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,740.15	31.07	1,771.22
02/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,633.76	59.73	3,693.49
02/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,979.93	13.29	1,993.22
02/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,385.48	35.15	11,420.63
02/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,767.27	11.89	3,779.16
02/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	961.61	20.85	982.46
02/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	88.00	88.00
02/24/2023	Interest	3137EAEV7	900,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	1,125.00	1,125.00
02/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	110.00	110.00
02/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,112.97	24.57	8,137.54

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/28/2023	Interest	9128284Z0	675,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	9,281.25	9,281.25
02/28/2023	Interest	91282CFH9	125,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	1,953.13	1,953.13
FEB 2023					68,274.34	46,332.56	114,606.90
03/03/2023	Interest	808513BY0	80,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	980.00	980.00
03/09/2023	Interest	931142EW9	95,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,852.50	1,852.50
03/09/2023	Interest	931142EX7	350,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	6,912.50	6,912.50
03/10/2023	Interest	89114TZG0	500,000.00	Toronto-Dominion Bank Note 1.25% Due 9/10/2026	0.00	3,125.00	3,125.00
03/13/2023	Interest	3130A2UW4	300,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	4,312.50	4,312.50
03/15/2023	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
03/15/2023	Interest	084664CZ2	430,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	4,945.00	4,945.00
03/15/2023	Maturity	084670BR8	400,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	400,000.00	5,500.00	405,500.00
03/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,918.71	43.72	11,962.43
03/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,511.49	54.70	3,566.19
03/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
03/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
03/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,186.84	10.24	2,197.08
03/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,546.66	27.36	4,574.02



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	58.50	58.50
03/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,203.49	61.34	2,264.83
03/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,258.65	37.42	13,296.07
03/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
03/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,744.94	29.47	1,774.41
03/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,973.42	12.72	1,986.14
03/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,592.47	19.08	2,611.55
03/17/2023	Interest	931142ER0	80,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	420.00	420.00
03/18/2023	Interest	808513BN4	485,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	1,818.75	1,818.75
03/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,388.99	31.64	11,420.63
03/19/2023	Interest	459058GQ0	450,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	5,625.00	5,625.00
03/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,768.18	11.04	3,779.22
03/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	88.00	88.00
03/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	962.90	19.56	982.46
03/23/2023	Interest	4581X0DZ8	505,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	1,262.50	1,262.50
03/23/2023	Interest	3137EAEX3	450,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	843.75	843.75
03/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	110.00	110.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,114.93	22.34	8,137.27
03/31/2023	Interest	9128286L9	1,000,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	11,250.00	11,250.00
03/31/2023	Interest	91282CAM3	1,000,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	1,250.00	1,250.00
03/31/2023	Interest	91282CEF4	690,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	8,625.00	8,625.00
03/31/2023	Interest	91282CFM8	700,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	14,437.50	14,437.50
MAR 2023					468,171.67	78,000.71	546,172.38
04/13/2023	Interest	023135CF1	205,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.00	3,382.50	3,382.50
04/15/2023	Interest	91282CBV2	650,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	1,218.75	1,218.75
04/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,749.74	27.87	1,777.61
04/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,388.71	49.84	3,438.55
04/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,966.86	12.14	1,979.00
04/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,187.69	9.31	2,197.00
04/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	58.50	58.50
04/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,208.45	57.80	2,266.25
04/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,593.42	18.13	2,611.55
04/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,262.96	34.55	13,297.51
04/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
04/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,919.80	39.75	11,959.55
04/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
04/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,548.13	26.00	4,574.13
04/16/2023	Interest	3137EAEY1	630,000.00	FHLMC Note 0.125% Due 10/16/2023	0.00	393.75	393.75
04/16/2023	Interest	45950KCR9	300,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	2,062.50	2,062.50
04/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,392.50	28.13	11,420.63
04/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	88.00	88.00
04/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,769.09	10.19	3,779.28
04/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	964.19	18.27	982.46
04/25/2023	Interest	06406RAX5	500,000.00	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	0.00	2,125.00	2,125.00
04/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	110.00	110.00
04/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,116.89	20.11	8,137.00
04/30/2023	Interest	91282CAT8	650,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	812.50	812.50
04/30/2023	Interest	91282CDG3	1,000,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	5,625.00	5,625.00
APR 2023					68,068.43	17,307.17	85,375.60
05/05/2023	Maturity	3137EAER6	600,000.00	FHLMC Note	600,000.00	1,125.00	601,125.00

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05/06/2023	Interest	3137EAEZ8	650,000.00	FHLMC Note 0.25% Due 11/6/2023	0.00	812.50	812.50
05/10/2023	Interest	665859AW4	500,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	10,000.00	10,000.00
05/12/2023	Interest	023135BW5	255,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	573.75	573.75
05/15/2023	Interest	91324PEC2	500,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	2,875.00	2,875.00
05/15/2023	Interest	91282CDH1	650,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,437.50	2,437.50
05/15/2023	Interest	912828WE6	600,000.00	US Treasury Note 2.75% Due 11/15/2023	0.00	8,250.00	8,250.00
05/15/2023	Interest	912828R36	1,000,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	8,125.00	8,125.00
05/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,213.41	54.25	2,267.66
05/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,265.40	45.16	3,310.56
05/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
05/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,754.55	26.27	1,780.82
05/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,960.22	11.57	1,971.79
05/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,594.37	17.18	2,611.55
05/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,188.55	8.38	2,196.93
05/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,549.61	24.64	4,574.25
05/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	5,863.65	58.50	5,922.15



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,920.89	35.78	11,956.67
05/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,267.27	31.67	13,298.94
05/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
05/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
05/17/2023	Interest	14913R2L0	405,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	911.25	911.25
05/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,396.01	24.62	11,420.63
05/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	5,441.19	88.00	5,529.19
05/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,770.01	9.34	3,779.35
05/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	965.48	16.98	982.46
05/22/2023	Maturity	3135G04Q3	645,000.00	FNMA Note 0.25% Due 5/22/2023	645,000.00	806.25	645,806.25
05/24/2023	Interest	459058JM6	320,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.00	400.00	400.00
05/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	10,672.09	110.00	10,782.09
05/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,118.85	17.88	8,136.73
05/27/2023	Interest	3135G06H1	580,000.00	FNMA Note 0.25% Due 11/27/2023	0.00	725.00	725.00
05/31/2023	Interest	912828ZT0	675,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	843.75	843.75
05/31/2023	Interest	91282CET4	850,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	11,156.25	11,156.25
05/31/2023	Interest	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.00	6,250.00	6,250.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/31/2023	Interest	91282CAZ4	800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,500.00	1,500.00
MAY 2023					1,334,941.55	58,450.05	1,393,391.60
06/08/2023	Interest	3130A0F70	525,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	8,859.38	8,859.38
06/10/2023	Interest	78015K7H1	500,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.00	2,875.00	2,875.00
06/14/2023	Interest	3130A1XJ2	580,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	8,337.50	8,337.50
06/15/2023	Interest	91282CBA8	700,000.00	US Treasury Note 0.125% Due 12/15/2023	0.00	437.50	437.50
06/15/2023	Interest	91282CCG4	300,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	375.00	375.00
06/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
06/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,218.39	50.69	2,269.08
06/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,551.09	23.27	4,574.36
06/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
06/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,189.41	7.45	2,196.86
06/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	5,864.19	55.96	5,920.15
06/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,921.99	31.80	11,953.79
06/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,595.32	16.23	2,611.55
06/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,271.58	28.80	13,300.38
06/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,759.38	24.66	1,784.04
06/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,141.59	40.64	3,182.23
06/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,953.51	11.00	1,964.51
06/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,399.52	21.11	11,420.63
06/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	966.78	15.68	982.46
06/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	5,442.46	84.01	5,526.47
06/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,770.92	8.49	3,779.41
06/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	10,718.87	100.22	10,819.09
06/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,120.82	15.64	8,136.46
JUN 2023					89,885.82	22,498.61	112,384.43
07/07/2023	Interest	3135G0X24	625,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	5,078.13	5,078.13
07/08/2023	Interest	89236TFS9	400,000.00	Toyota Motor Credit Corp Note 3.35% Due 1/8/2024	0.00	6,700.00	6,700.00
07/10/2023	Interest	24422EUR8	400,000.00	John Deere Capital Corp Note 3.45% Due 1/10/2024	0.00	6,900.00	6,900.00
07/10/2023	Maturity	3135G05G4	560,000.00	FNMA Note 0.25% Due 7/10/2023	560,000.00	700.00	560,700.00
07/15/2023	Interest	91282CBE0	550,000.00	US Treasury Note 0.125% Due 1/15/2024	0.00	343.75	343.75
07/15/2023	Interest	79466LAG9	65,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	203.13	203.13
07/15/2023	Interest	87612EBM7	215,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.00	2,096.25	2,096.25



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
07/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
07/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,946.73	10.43	1,957.16
07/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,596.28	15.27	2,611.55
07/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
07/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,764.21	23.05	1,787.26
07/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,190.26	6.52	2,196.78
07/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,552.56	21.91	4,574.47
07/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	5,864.72	53.42	5,918.14
07/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,223.39	47.12	2,270.51
07/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,275.90	25.92	13,301.82
07/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,923.07	27.83	11,950.90
07/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,017.25	36.29	3,053.54
07/17/2023	Interest	61747YET8	205,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,795.98	4,795.98
07/17/2023	Interest	24422EVN6	275,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	618.75	618.75
07/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,403.04	17.59	11,420.63
07/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,771.82	7.65	3,779.47

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	968.08	14.38	982.46
07/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	5,443.73	80.02	5,523.75
07/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	10,765.86	90.39	10,856.25
07/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,122.78	13.41	8,136.19
07/30/2023	Interest	91159HHX1	450,000.00	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 7/30/2024	0.00	5,400.00	5,400.00
07/31/2023	Interest	91282CFB2	325,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	4,468.75	4,468.75
JUL 2023					649,829.68	38,874.52	688,704.20
08/06/2023	Interest	857477BR3	125,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	1,091.25	1,091.25
08/08/2023	Interest	037833EB2	700,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.00	2,450.00	2,450.00
08/09/2023	Interest	69371RR40	155,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	387.50	387.50
08/12/2023	Interest	3137EAEP0	625,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	4,687.50	4,687.50
08/15/2023	Interest	9128282A7	1,000,000.00	US Treasury Note 1.5% Due 8/15/2026	0.00	7,500.00	7,500.00
08/15/2023	Interest	912828P46	1,300,000.00	US Treasury Note 1.625% Due 2/15/2026	0.00	10,562.51	10,562.51
08/15/2023	Interest	91282CCT6	800,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	1,500.00	1,500.00
08/15/2023	Interest	912828V98	360,000.00	US Treasury Note 2.25% Due 2/15/2027	0.00	4,050.00	4,050.00
08/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
08/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,554.05	20.54	4,574.59



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
08/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
08/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,924.17	23.85	11,948.02
08/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,769.07	21.43	1,790.50
08/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	2,892.39	32.12	2,924.51
08/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,939.88	9.86	1,949.74
08/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,191.12	5.59	2,196.71
08/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	5,865.26	50.88	5,916.14
08/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,228.39	43.54	2,271.93
08/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,597.23	14.32	2,611.55
08/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,280.21	23.05	13,303.26
08/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,406.56	14.07	11,420.63
08/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,772.74	6.80	3,779.54
08/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	969.38	13.08	982.46
08/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	5,445.00	76.03	5,521.03
08/24/2023	Maturity	3137EAEV7	900,000.00	FHLMC Note 0.25% Due 8/24/2023	900,000.00	1,125.00	901,125.00
08/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	10,813.05	80.52	10,893.57

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08/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,124.74	11.18	8,135.92
08/31/2023	Interest	91282CFH9	125,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	1,953.13	1,953.13
08/31/2023	Interest	9128284Z0	675,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	9,281.25	9,281.25
AUG 2023					989,773.24	46,113.58	1,035,886.82
09/03/2023	Interest	808513BY0	80,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	980.00	980.00
09/09/2023	Interest	931142EW9	95,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,852.50	1,852.50
09/09/2023	Interest	931142EX7	350,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	6,912.50	6,912.50
09/10/2023	Interest	89114TZG0	500,000.00	Toronto-Dominion Bank Note 1.25% Due 9/10/2026	0.00	3,125.00	3,125.00
09/13/2023	Interest	3130A2UW4	300,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	4,312.50	4,312.50
09/15/2023	Interest	084664CZ2	430,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	4,945.00	4,945.00
09/15/2023	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
09/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,233.40	39.96	2,273.36
09/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	2,767.00	28.12	2,795.12
09/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	290.00	290.00
09/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	305.50	305.50
09/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
09/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,773.93	19.81	1,793.74



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,932.97	9.29	1,942.26
09/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,598.18	13.37	2,611.55
09/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,191.98	4.66	2,196.64
09/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,555.53	19.17	4,574.70
09/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	5,865.80	48.33	5,914.13
09/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,925.26	19.88	11,945.14
09/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,284.53	20.17	13,304.70
09/17/2023	Interest	931142ER0	80,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	420.00	420.00
09/18/2023	Interest	808513BN4	485,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	1,818.75	1,818.75
09/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,410.07	10.56	11,420.63
09/19/2023	Interest	459058GQ0	450,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	5,625.00	5,625.00
09/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,773.65	5.95	3,779.60
09/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	970.68	11.78	982.46
09/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	5,446.28	72.03	5,518.31
09/23/2023	Interest	3137EAEX3	450,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	843.75	843.75
09/23/2023	Interest	4581X0DZ8	505,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	1,262.50	1,262.50
09/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	10,860.44	70.61	10,931.05

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09/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,126.71	8.94	8,135.65
09/30/2023	Interest	91282CFM8	700,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	14,437.50	14,437.50
09/30/2023	Interest	91282CEF4	690,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	8,625.00	8,625.00
09/30/2023	Interest	9128286L9	1,000,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	11,250.00	11,250.00
09/30/2023	Interest	91282CAM3	1,000,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	1,250.00	1,250.00
SEP 2023					89,716.41	72,266.21	161,982.62
10/13/2023	Interest	023135CF1	205,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.00	3,382.50	3,382.50
10/15/2023	Interest	91282CBV2	650,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	1,218.75	1,218.75
10/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,557.00	17.81	4,574.81
10/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	6,158.25	290.00	6,448.25
10/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,778.81	18.18	1,796.99
10/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,925.98	8.73	1,934.71
10/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
10/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,238.43	36.37	2,274.80
10/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	2,641.10	24.29	2,665.39
10/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	9,350.21	305.50	9,655.71
10/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,192.83	3.73	2,196.56



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	5,866.34	45.79	5,912.13
10/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,926.36	15.90	11,942.26
10/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,599.13	12.42	2,611.55
10/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,288.85	17.29	13,306.14
10/16/2023	Interest	45950KCR9	300,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	2,062.50	2,062.50
10/16/2023	Maturity	3137EAEY1	630,000.00	FHLMC Note 0.125% Due 10/16/2023	630,000.00	393.75	630,393.75
10/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,413.59	7.04	11,420.63
10/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	971.98	10.48	982.46
10/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	5,447.54	68.04	5,515.58
10/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,774.56	5.10	3,779.66
10/25/2023	Interest	06406RAX5	500,000.00	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	0.00	2,125.00	2,125.00
10/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	10,908.04	60.66	10,968.70
10/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,128.66	6.71	8,135.37
10/31/2023	Interest	91282CAT8	650,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	812.50	812.50
10/31/2023	Interest	91282CDG3	1,000,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	5,625.00	5,625.00
OCT 2023					735,167.66	17,057.12	752,224.78
11/06/2023	Maturity	3137EAEZ8	650,000.00	FHLMC Note 0.25% Due 11/6/2023	650,000.00	812.50	650,812.50



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/10/2023	Interest	665859AW4	500,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	10,000.00	10,000.00
11/12/2023	Interest	023135BW5	255,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	573.75	573.75
11/15/2023	Interest	91324PEC2	500,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	2,875.00	2,875.00
11/15/2023	Interest	91282CDH1	650,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,437.50	2,437.50
11/15/2023	Interest	912828R36	1,000,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	8,125.00	8,125.00
11/15/2023	Maturity	912828WE6	600,000.00	US Treasury Note 2.75% Due 11/15/2023	600,000.00	8,250.00	608,250.00
11/15/2023	Paydown	89232HAC9	57,057.73	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	2,514.65	20.64	2,535.29
11/15/2023	Paydown	47787NAC3	31,149.46	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	2,193.69	2.80	2,196.49
11/15/2023	Paydown	47788UAC6	107,053.92	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	4,558.49	16.44	4,574.93
11/15/2023	Paydown	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	5,866.88	43.25	5,910.13
11/15/2023	Paydown	89240BAC2	213,952.74	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	13,293.16	14.41	13,307.57
11/15/2023	Paydown	47787JAC2	150,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	6,166.16	278.09	6,444.25
11/15/2023	Paydown	47800AAC4	155,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	483.08	483.08
11/15/2023	Paydown	58769KAD6	155,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	11,927.45	11.93	11,939.38
11/15/2023	Paydown	65479JAD5	54,495.49	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,243.46	32.77	2,276.23
11/15/2023	Paydown	43815BAC4	195,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	9,391.19	290.85	9,682.04



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Paydown	47789KAC7	42,334.36	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,783.70	16.55	1,800.25
11/15/2023	Paydown	89236XAC0	52,670.36	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,918.91	8.17	1,927.08
11/15/2023	Paydown	89237VAB5	64,231.64	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	2,600.09	11.46	2,611.55
11/17/2023	Interest	14913R2L0	405,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	911.25	911.25
11/18/2023	Paydown	43813KAC6	137,882.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	11,417.11	3.52	11,420.63
11/21/2023	Paydown	43813GAC5	60,356.57	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,775.47	4.25	3,779.72
11/21/2023	Paydown	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	5,448.82	64.04	5,512.86
11/21/2023	Paydown	43813RAC1	19,356.36	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	973.28	9.18	982.46
11/24/2023	Maturity	459058JM6	320,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	320,000.00	400.00	320,400.00
11/25/2023	Paydown	05601XAC3	120,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	10,955.86	50.66	11,006.52
11/25/2023	Paydown	09690AAC7	100,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	8,130.63	4.47	8,135.10
11/27/2023	Maturity	3135G06H1	580,000.00	FNMA Note 0.25% Due 11/27/2023	580,000.00	725.00	580,725.00
11/30/2023	Interest	91282CAZ4	800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,500.00	1,500.00
11/30/2023	Interest	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.00	6,250.00	6,250.00
11/30/2023	Interest	912828ZT0	675,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	843.75	843.75
11/30/2023	Interest	91282CET4	850,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	11,156.25	11,156.25
NOV 2023					2,255,159.00	56,226.56	2,311,385.56
TOTAL					6,904,101.69	715,481.25	7,619,582.94



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
California Local Agency Investment Fund	The California State Local Agency Investment Fund (LAIF) is an investment portfolio managed by the State Treasurer. All securities are purchased under the authority of Government Code Section 16430 and 16480.4 and include securities issued by entities of the US Government, including the US Treasury and Agencies, Corporate debt, Certificates of Deposit, Mortgage Backed Securities and certain loans to the State and state agencies. The average maturity of the Fund will be between 120 days and 18 months.



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #27 for the period of 12/30/22 through 1/05/23 in the amount of \$ 1,926,754.42

RECOMMENDATION:

Ratify Warrants Totaling \$ 1,926,754.42

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 12/30/22 – 01/05/23. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Bureau Veritas N America	361433	70,702.05	Plan Review Services / Building
Public Emp Ret System	230105	274,081.83	Service Period 11/29/22-12/12/22
Adminsure Inc	512985	80,757.97	WC’s Replenishment - December

FINANCIAL STATEMENT:

Warrant total \$ 1,926,754.42

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:

Warrant Register No. 27



**WARRANT REGISTER # 27
1/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - JAN 2023	361334	1/3/2023	110.00
BEARD	RETIREE HEALTH BENEFITS - JAN 2023	361335	1/3/2023	70.00
BECK	RETIREE HEALTH BENEFITS - JAN 2023	361336	1/3/2023	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - JAN 2023	361337	1/3/2023	640.00
BISHOP	RETIREE HEALTH BENEFITS - JAN 2023	361338	1/3/2023	110.00
BOEGLER	RETIREE HEALTH BENEFITS - JAN 2023	361339	1/3/2023	260.00
BULL	RETIREE HEALTH BENEFITS - JAN 2023	361340	1/3/2023	580.00
CAMEON	RETIREE HEALTH BENEFITS - JAN 2023	361341	1/3/2023	400.00
CANEDO	RETIREE HEALTH BENEFITS - JAN 2023	361342	1/3/2023	620.00
CARRILLO	RETIREE HEALTH BENEFITS - JAN 2023	361343	1/3/2023	290.00
CASTELLANOS	RETIREE HEALTH BENEFITS - JAN 2023	361344	1/3/2023	500.00
COLE	RETIREE HEALTH BENEFITS - JAN 2023	361345	1/3/2023	165.00
COLLINSON	RETIREE HEALTH BENEFITS - JAN 2023	361346	1/3/2023	420.00
CONDON	RETIREE HEALTH BENEFITS - JAN 2023	361347	1/3/2023	280.00
CORDERO	RETIREE HEALTH BENEFITS - JAN 2023	361348	1/3/2023	520.00
DALLA	RETIREE HEALTH BENEFITS - JAN 2023	361349	1/3/2023	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - JAN 2023	361350	1/3/2023	250.00
DEESE	RETIREE HEALTH BENEFITS - JAN 2023	361351	1/3/2023	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - JAN 2023	361352	1/3/2023	110.00
DIAZ	RETIREE HEALTH BENEFITS - JAN 2023	361353	1/3/2023	680.00
DREDGE	RETIREE HEALTH BENEFITS - JAN 2023	361354	1/3/2023	250.00
DUONG	RETIREE HEALTH BENEFITS - JAN 2023	361355	1/3/2023	280.00
EISER III	RETIREE HEALTH BENEFITS - JAN 2023	361356	1/3/2023	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - JAN 2023	361357	1/3/2023	620.00
ETZLER	RETIREE HEALTH BENEFITS - JAN 2023	361358	1/3/2023	460.00
FABINSKI	RETIREE HEALTH BENEFITS - JAN 2023	361359	1/3/2023	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2023	361360	1/3/2023	270.00
FIFIELD	RETIREE HEALTH BENEFITS - JAN 2023	361361	1/3/2023	540.00
GAUT	RETIREE HEALTH BENEFITS - JAN 2023	361362	1/3/2023	700.00
GELSKEY	RETIREE HEALTH BENEFITS - JAN 2023	361363	1/3/2023	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - JAN 2023	361364	1/3/2023	120.00
GONZALES	RETIREE HEALTH BENEFITS - JAN 2023	361365	1/3/2023	480.00
HARLAN	RETIREE HEALTH BENEFITS - JAN 2023	361366	1/3/2023	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2023	361367	1/3/2023	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2023	361368	1/3/2023	400.00
HODGES	RETIREE HEALTH BENEFITS - JAN 2023	361369	1/3/2023	200.00
IBARRA	RETIREE HEALTH BENEFITS - JAN 2023	361370	1/3/2023	780.00
JONES	RETIREE HEALTH BENEFITS - JAN 2023	361371	1/3/2023	60.00
JONES	RETIREE HEALTH BENEFITS - JAN 2023	361372	1/3/2023	480.00
JUNIEL	RETIREE HEALTH BENEFITS - JAN 2023	361373	1/3/2023	50.00
KIMBLE	RETIREE HEALTH BENEFITS - JAN 2023	361374	1/3/2023	300.00
KLOS	RETIREE HEALTH BENEFITS - JAN 2023	361375	1/3/2023	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - JAN 2023	361376	1/3/2023	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - JAN 2023	361377	1/3/2023	160.00
MATIENZO	RETIREE HEALTH BENEFITS - JAN 2023	361378	1/3/2023	100.00
MCCABE	RETIREE HEALTH BENEFITS - JAN 2023	361379	1/3/2023	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - JAN 2023	361380	1/3/2023	290.00
MEEKS	RETIREE HEALTH BENEFITS - JAN 2023	361381	1/3/2023	460.00



**WARRANT REGISTER # 27
1/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MENDOZA	RETIREE HEALTH BENEFITS - JAN 2023	361382	1/3/2023	290.00
MINER	RETIREE HEALTH BENEFITS - JAN 2023	361383	1/3/2023	580.00
MUNOZ	RETIREE HEALTH BENEFITS - JAN 2023	361384	1/3/2023	640.00
NAGLE	RETIREE HEALTH BENEFITS - JAN 2023	361385	1/3/2023	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - JAN 2023	361386	1/3/2023	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - JAN 2023	361387	1/3/2023	360.00
PAUU JR	RETIREE HEALTH BENEFITS - JAN 2023	361388	1/3/2023	340.00
PE	RETIREE HEALTH BENEFITS - JAN 2023	361389	1/3/2023	300.00
PEASE JR	RETIREE HEALTH BENEFITS - JAN 2023	361390	1/3/2023	140.00
POST	RETIREE HEALTH BENEFITS - JAN 2023	361391	1/3/2023	280.00
RAY	RETIREE HEALTH BENEFITS - JAN 2023	361392	1/3/2023	190.00
RIOS	RETIREE HEALTH BENEFITS - JAN 2023	361393	1/3/2023	240.00
ROARK	RETIREE HEALTH BENEFITS - JAN 2023	361394	1/3/2023	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - JAN 2023	361395	1/3/2023	260.00
RUIZ	RETIREE HEALTH BENEFITS - JAN 2023	361396	1/3/2023	310.00
SAINZ	RETIREE HEALTH BENEFITS - JAN 2023	361397	1/3/2023	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - JAN 2023	361398	1/3/2023	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - JAN 2023	361399	1/3/2023	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - JAN 2023	361400	1/3/2023	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - JAN 2023	361401	1/3/2023	480.00
SILVA	RETIREE HEALTH BENEFITS - JAN 2023	361402	1/3/2023	580.00
SMITH	RETIREE HEALTH BENEFITS - JAN 2023	361403	1/3/2023	320.00
SMITH	RETIREE HEALTH BENEFITS - JAN 2023	361404	1/3/2023	560.00
STEWART	RETIREE HEALTH BENEFITS - JAN 2023	361405	1/3/2023	200.00
TIPTON	RETIREE HEALTH BENEFITS - JAN 2023	361406	1/3/2023	250.00
UNGAB	RETIREE HEALTH BENEFITS - JAN 2023	361407	1/3/2023	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - JAN 2023	361408	1/3/2023	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - JAN 2023	361409	1/3/2023	480.00
WHITE	RETIREE HEALTH BENEFITS - JAN 2023	361410	1/3/2023	230.00
WILKINS	RETIREE HEALTH BENEFITS - JAN 2023	361411	1/3/2023	520.00
YBARRA	RETIREE HEALTH BENEFITS - JAN 2023	361412	1/3/2023	220.00
	RETIREE HEALTH BENEFITS			28,685.00
AGUILERA	LIABILITY CLAIM COST	361413	1/3/2023	2,031.37
CALIFORNIA DEPARTMENT OF REVENUE	SALES TAX LIABILITY / FINANCE	361414	1/3/2023	4,360.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	361415	1/3/2023	3,808.00
DELTA DENTAL INSURANCE CO	JANUARY 2023 GRP#05-7029600000	361416	1/3/2023	2,093.41
DELTA DENTAL INSURANCE CO	JANUARY 2023- GRP #05-7029600002	361417	1/3/2023	188.33
DELTA DENTAL OF CALIFORNIA	JANUARY 2023 GRP#05-0908600000	361418	1/3/2023	14,784.81
DELTA DENTAL OF CALIFORNIA	JANUARY 2023-GRP#05-0908601002	361419	1/3/2023	45.22
NOYOLA	LIABILITY CLAIM COST	361420	1/3/2023	2,504.08
RELIANCE STANDARD	JANUARY 2023 -GRP VAI826233	361421	1/3/2023	3,687.55
TATE	LIABILITY CLAIM COST	361422	1/3/2023	349.00
VISION SERVICE PLAN	DECEMBER 2022- VISION SERVICE PLAN (CA)	361423	1/3/2023	835.79
ADAMOS	TRAINING REIMBURSEMENT	361424	1/5/2023	9.10
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS - JANUARY	361425	1/5/2023	8,353.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - JANUARY	361426	1/5/2023	740.46
ALDEMCO	FOOD / NUTRITION CENTER	361427	1/5/2023	7,670.40
ALEJANDRA SOTELO-SOLIS FOR	2022 ELECTION - PARTIAL DEPOSIT REIMBURSEMENT	361428	1/5/2023	679.00



**WARRANT REGISTER # 27
1/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	361429	1/5/2023	2,020.88
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	361430	1/5/2023	66.00
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	361431	1/5/2023	15,170.06
BALLARDO	REIMB / SUPPLIES FOR THE DUI CHECK POINT	361432	1/5/2023	83.79
BUREAU VERITAS N AMERICA INC	PLAN REVIEW SERVICES / BUILDING	361433	1/5/2023	70,702.05
BURKE WILLIAMS & SORENSEN LLP	LEGAL SERVICES	361434	1/5/2023	5,220.50
CANON SOLUTIONS AMERICA INC.	CANON PLOTTER MAINTENANCE -EQUIP USAGE	361435	1/5/2023	974.72
CENTRICITY GIS, LLC	CENTRICITY GIS PAYMENT	361436	1/5/2023	12,000.00
CHIEF LEADERSHIP	TRAINING 3RD CHIEF LEADRSHP FOR HERNANDEZ	361437	1/5/2023	1,000.00
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE FOR NOVEMBER	361438	1/5/2023	1,077.14
COLANTUONO HIGHSMITH	PROFESSIONAL SERVICES / CAO	361439	1/5/2023	213.50
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS & DOT EXAM	361440	1/5/2023	3,919.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	361441	1/5/2023	260.66
COZZINI BROS., INC.	KNIFE/DELI SLICER/CAN OPENER SHARPENING	361442	1/5/2023	36.00
DAVID HUFFMAN CONSTRUCTION	RFW BUILDING/DAVID HUFFMAN	361443	1/5/2023	1,113.85
DE LAGE LANDEN	DLL 20 SHARP COPIERS LEASE FOR FY23	361444	1/5/2023	2,939.63
DELGADO	SUPPLY REIMBURSEMENT / CSD	361445	1/5/2023	70.00
DEVANEY PATE MORRIS & CAMERON	ATTORNEY SERVICES	361446	1/5/2023	19,957.50
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES	361447	1/5/2023	40,310.71
DITAS YAMANE	2022 ELECTION - PARTIAL DEPOSIT REIMBURSEMENT	361448	1/5/2023	724.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE MANAGEMENT - ENG	361449	1/5/2023	16,307.36
ESGIL LLC	BUILDING DEPT/ESGIL	361450	1/5/2023	11,587.19
FRIENDS OF RON MORRISON	2022 ELECTION - PARTIAL DEPOSIT REIMBURSEMENT	361451	1/5/2023	679.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	361452	1/5/2023	4.50
GOVERNMENT TRAINING AGENCY	SD EMPLOYMENT RELATIONS CONSORTIUM	361453	1/5/2023	2,588.00
HOME DEPOT CREDIT SERVICES	086786801956 UNVSAL CLIP, HOLIDAY	361454	1/5/2023	482.60
HUTALLA	RFW PLANNING/JOCYLIN HUTALLA	361455	1/5/2023	500.00
KALANKIEWICZ	TRAINING REIM POST SWAT TM LDR	361456	1/5/2023	105.55
KIMLEY HORN AND	CIP 22-41 PROJECT SUPPORT SERVICES - ENG	361457	1/5/2023	130.00
KRONOS INC	ANNUAL MAINTENANCE AND LICENSING FOR PD	361458	1/5/2023	202.74
MARISSA ACIERTO FOR	2022 ELECTION - PARTIAL DEPOSIT REIMBURSEMENT	361459	1/5/2023	724.00
MTS	MTS FLAGGING SERVICES / NSD	361460	1/5/2023	168.28
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES- PW	361461	1/5/2023	687.63
NERI LANDSCAPE ARCHITECTURE	CIP 19-33 PARADISE CREEK PARK EXTENSION	361462	1/5/2023	1,000.00
PALMA	ACE PARKING REIMBURSEMENT FOR NOTARY EXAM	361463	1/5/2023	10.00
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY PLACEMENT CARLEE BATTLE - ENG	361464	1/5/2023	1,750.00
PROJECT PROFESSIONALS CORP	CIP 19-33 PARADISE CREEK EDUCATIONAL PARK	361465	1/5/2023	43,997.49
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES FOR NUTRITION STAFF	361466	1/5/2023	530.48
RODRIGUEZ FOR MAYOR 2022	2022 ELECTION-PARTIAL DEPOSIT REIMBURSEMENT	361467	1/5/2023	679.00
SCANLON	TRAINING REIM K9 CON SCANLON	361468	1/5/2023	392.81
SCANLON	TRAINING K9 TRAINING / PD	361469	1/5/2023	221.10
SDG&E	SAN DIEGO GAS AND ELECTRIC NUTRITION	361470	1/5/2023	3,377.82
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	361471	1/5/2023	663.33
SEGAL	REIMB ATAP MEETING AND MILEAGE	361472	1/5/2023	189.38
SOSA	TUIT REIMB: PUBLIC SAFETY LAW / PD	361473	1/5/2023	3,500.00
SPOK INC	SPOK METROCALL PAGING FY23	361474	1/5/2023	690.62
STAPLES BUSINESS ADVANTAGE	MOP 45704 BUILDING/STAPLES ADVANTAGE	361475	1/5/2023	88.88
STC TRAFFIC	TRAFFIC SIGNAL SUPPORT SERVICES - ENG/PW	361476	1/5/2023	16,473.75



**WARRANT REGISTER # 27
1/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
STILES	EDUCATION REIMBURSEMENT	361477	1/5/2023	607.50
SWRCB	ANNUAL PERMIT FEE FOR PHASE MS4 -	361478	1/5/2023	45,010.00
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	361479	1/5/2023	5,951.47
T-MOBILE MOBILE USA INC.	GPS LOCATE CASE 2211081007	361480	1/5/2023	25.00
UNITED PARCEL SERVICE	0E4872 SHIPPING	361481	1/5/2023	23.85
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY23	361482	1/5/2023	10,263.76
YOUNG	REIMB FOR CHRISTMAS GIVE AWAY EVENT	361483	1/5/2023	127.04
			A/P Total	428,424.64
WIRED PAYMENTS				
U S BANK	TRAINING PD	181035	1/5/2023	1,254.05
U S BANK	TRAINING PD	181035	1/5/2023	1,126.47
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY 23~ DEC22	210974	1/4/2023	38,452.91
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/29/2022 - 12/12/2022	230105	1/5/2023	274,081.83
ADMINSURE INC	WORKERS' COMPENSATION REPLENISHMENT - DEC	512985	1/4/2023	80,757.97
SECTION 8 HAPS	Start Date	End Date		
	12/30/2022	1/5/2023		1,102,656.55
		GRAND TOTAL		\$ 1,926,754.42



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #28 for the period of 01/06/23 through 1/12/23 in the amount of \$ 2,312,382.68

RECOMMENDATION:

Ratify Warrants Totaling \$ 2,312,382.68

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 01/06/23 – 01/12/23. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
AXON Enterprises	361489	101,978.10	Licensing & Storage for Body Cameras / PD
City of Vista	361499	54,387.00	RSWA - Environmental Enhancement
Health Net Inc	361518	80,846.28	Grp #R1192A – January 2023
Kaiser Foundation HP	361524	249,731.15	Group No. 104220 – Feb 2023
SDG&E	361544	67,966.76	Gas & Electric for Facilities FY23
Tri-Group Construction	361564	178,067.02	CIP 19-33Paradise Creek Park Extension

FINANCIAL STATEMENT:

Warrant total \$ 2,312,382.68

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:

Warrant Register No. 28



**WARRANT REGISTER # 28
1/12/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AIR POLLUTION CONTROL DISTRICT	ANNUAL DISTRIC FEES FOR 1243 NAT CITY BLVD	361484	1/12/2023	650.00
AIR POLLUTION CONTROL DISTRICT	ANNUAL DIST FEES FOR 1200 NAT CITY BLVD	361485	1/12/2023	545.00
AIR POLLUTION CONTROL DISTRICT	ANNUAL DISTRIC FEES#31 FOR FS 31 2333 EUCLID	361486	1/12/2023	216.80
AMANDA SAN MARTIN PHOTOGRAPHY	HEADSHOTS OF COUNCILMEMBERS - COUNCILS	361487	1/12/2023	250.00
ATLAS TECHNICAL CONSULTANTS,	CIP 19-33 NC PARADISE CREEK ED PARK, EXT	361488	1/12/2023	177.00
AXON ENTERPRISE INC	LICENSING AND STORAGE FOR BODY CAMERAS/PD	361489	1/12/2023	101,978.10
C A P F	JANUARY 2023 - FIRE LTD	361490	1/12/2023	1,003.00
CANON SOLUTIONS AMERICA INC.	MAINTENANCE- EQUIPMENT USAGE 01/22-01/23	361492	1/12/2023	99.85
CAPPO INC	2023 CAPPO MEMBERSHIP / PURCHASING	361493	1/12/2023	140.00
CITY OF DEL MAR	RSWA - PAYMENT FOR ENVIRONMENTAL ENHANCE	361494	1/12/2023	3,996.00
CITY OF ENCINITAS	RSWA - PAYMENT FOR ENVIRONMENTAL ENHANCE	361495	1/12/2023	33,046.00
CITY OF NATIONAL CITY	RSWA - PAYMENT FOR ENVIRONMENTAL ENHANCE	361496	1/12/2023	24,133.00
CITY OF POWAY	RSWA - PAYMENT FOR ENVIRONMENTAL ENHANCE	361497	1/12/2023	28,761.00
CITY OF SOLANA BEACH	RSWA - PAYMENT FOR ENVIRONMENTAL ENHANCE	361498	1/12/2023	5,677.00
CITY OF VISTA	RSWA - PAYMENT FOR ENVIRONMENTAL ENHANCE	361499	1/12/2023	54,387.00
COLANTUONO HIGHSMITH	PROFESSIONAL SERVICES / CAO	361500	1/12/2023	297.50
CRISTANDO HOUSE, INC	TRAINING TUITION GUILLEN	361501	1/12/2023	240.00
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES	361502	1/12/2023	25,676.87
DISCOUNT SIGNS & BANNERS	FIRE&EMERGNCY MED DISPATCH SVCS FY22-23	361503	1/12/2023	64.48
DISCOUNT SPECIALTY CHEMICALS	SAFE SCALE- PW/SEWER	361504	1/12/2023	412.25
EXOS WORKS, INC	EXOS MANAGEMENT FEES/JUNE/FY23	361505	1/12/2023	41,022.27
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES- PW	361506	1/12/2023	285.21
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES- PW	361507	1/12/2023	359.66
FERNANDO	TRAINING ADV POST LDG IA TRAINING	361508	1/12/2023	422.70
FERNANDO	TRAINING REIM CHIA FVINCENT	361509	1/12/2023	119.70
FRANK TOYOTA	PARTS; ~	361510	1/12/2023	1,653.21
GEOSYNTEC CONSULTANTS INC	CIP# 21-16 CNC COMPLIANCE WORK - ENG-PW	361511	1/12/2023	8,954.12
GONZALEZ	REIMBURSEMENT FOR ADA FEHA ACCOMMODATIO	361512	1/12/2023	108.78
HDR ENGINEERING, INC.	CIP 22-55 WASTEWATER MAST PLAN-	361513	1/12/2023	27,455.50
HEALTH NET	GRP. #N7176F - JANUARY 2023	361514	1/12/2023	1,646.41
HEALTH NET	GRP #N7176A - JANUARY 2023	361515	1/12/2023	1,373.26
HEALTH NET	GRP. #N7177A - JANUARY 2023	361516	1/12/2023	1,277.44
HEALTH NET	GRP.#R1192R - JANUARY 2023	361517	1/12/2023	857.33
HEALTH NET INC	GRP #R1192A - JANUARY 2023	361518	1/12/2023	80,846.28
HEALTH NET INC	GRP. #57135A - JANUARY 2023	361519	1/12/2023	1,289.72
HEALTH NET INC	GRP.#LB439A - JANUARY 2023	361520	1/12/2023	1,103.36
HEALTH NET INC	GRP.#LB439F - JANUARY 2023	361521	1/12/2023	735.61
HINDERLITER DE LLAMAS	AUDIT SERVICES- TRANSACTIONS TAX / PERIOD	361522	1/12/2023	2,326.01
IPS GROUP INC	PARKING PORTRAL PERMIT MERCHANT FEES- ENG	361523	1/12/2023	2,384.73
KAISER FOUNDATION HEALTH PLAN	GROUP NO. 104220 - FEBRUARY 2023 INV #39	361524	1/12/2023	249,731.15
KIMLEY HORN	CIP NO. 20-09 NC EASTSIDE I-805 COMMUNIT	361525	1/12/2023	27,594.40
KREPPS	ED REIMBURSEMENT	361526	1/12/2023	200.00
LASER SAVER INC	MOP 45725 LASER SAVER/BUILDING	361527	1/12/2023	152.20
LOPEZ-GOMEZ	CITATION REIMBURSEMENT #3026112	361528	1/12/2023	60.00
LUNT	REIMB / CAPPO CONFERENCE / FINANCE	361529	1/12/2023	170.93
MEYERS, NAVE, RIBACK, SILVER	PROFESSIONAL SERVICES / CAO	361530	1/12/2023	4,224.00
NEOGOV	NEOGOV SUBSCRIPTION FEE RENEWAL	361531	1/12/2023	13,207.41
PACIFIC PRODUCTS & SERVICES	2" SQ 14GA X 10' PERFORATED TELES PAR	361532	1/12/2023	1,338.71



**WARRANT REGISTER # 28
1/12/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	361533	1/12/2023	301.09
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	361534	1/12/2023	59.25
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES- PW	361535	1/12/2023	558.83
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	361536	1/12/2023	1,897.09
PROFESSIONAL SEARCH GROUP LLC	OFFICE TEMP SERVICE WEEK 11/20/22 ENG-PW	361537	1/12/2023	1,750.00
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICE FOR EMILY PORTES	361538	1/12/2023	11,485.50
PROJECT PROFESSIONALS CORP	CIP 19-33 PARADISE CREEK ED PARK EXTENSION	361539	1/12/2023	35,573.29
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES FOR NUTRITION STAFF	361540	1/12/2023	464.43
RANDALL LAMB ASSOCIATES INC	RL PROJECT SD19085.00 CITY NCPD STANDBY	361541	1/12/2023	12,657.50
RED WING SHOES STORE	WORK BOOTS FOR RUBEN HUERTA	361542	1/12/2023	200.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY23	361544	1/12/2023	67,966.76
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	361545	1/12/2023	55.93
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	361546	1/12/2023	223.75
SEWARD	REIMB: SEWARD CATO PARKING	361547	1/12/2023	31.25
SILVA	REIMBURSEMENT FOR GIFT CARD	361548	1/12/2023	156.23
SILVER & WRIGHT LLP	LEGAL SERVICES	361549	1/12/2023	878.40
SMART & FINAL	MOP 45756, JANITORIAL SUPPLIES/ FIRE	361550	1/12/2023	147.78
SOLANA CENTER FOR ENVIRONMENTAL	RSWA - SB 1383 COMPLIANCE SUPPORT SERVICE	361551	1/12/2023	4,350.00
SOLANA CENTER FOR ENVIRONMENTAL	RSWA - SB 1383 COMPLIANCE SUPPORT SERVICE	361552	1/12/2023	3,800.00
SOLANA CENTER FOR ENVIRONMENTAL	RSWA - SB 1383 COMPLIANCE SUPPORT SERVICE	361553	1/12/2023	2,725.00
SOUTH COUNTY ECONOMIC	BUSINESS OUTREACH	361554	1/12/2023	7,000.00
STANICH	TRAINING ADV LDG IDI TECH	361555	1/12/2023	379.30
STAPLES BUSINESS ADVANTAGE	MOP#45742. OFFICE SUPPLIES / PD	361556	1/12/2023	88.44
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2023~	361557	1/12/2023	18,013.50
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	361558	1/12/2023	2,584.51
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST	361559	1/12/2023	1,322.00
THE ABBEY CATERING	VOLUNTEER APPRECIATION DINNER - CATERING	361560	1/12/2023	4,717.15
THE LINCOLN NATIONAL LIFE INS	GRP#415491 - JANUARY 2023	361561	1/12/2023	9,589.57
THE STAR NEWS	PLANNING/STAR NEWS	361562	1/12/2023	107.63
THOMSON REUTERS	CCR T 19 PUBLIC SAFETY / FIRE	361563	1/12/2023	208.47
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-33 PARADISE CREEK PARK EXTENSION	361564	1/12/2023	178,067.02
TURF STAR INC	STUD-WHEEL - PW/PARKS	361565	1/12/2023	32.49
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2020~	361566	1/12/2023	888.31
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES- PW	361567	1/12/2023	403.34
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 2023~	361568	1/12/2023	226.22
WETMORES	DEF FLUID 2.5 GAL BOTTLE	361569	1/12/2023	952.65
WOODRUFF, SPRADLIN & SMART APC	RSWA - LEGAL SERVICES 3RD QUARTER LEGAL	361570	1/12/2023	5,000.00
WOODRUFF, SPRADLIN & SMART APC	RSWA - GENERAL MANAGER MONTHLY INVOICE NO	361571	1/12/2023	2,750.00
WOODRUFF, SPRADLIN & SMART APC	RSWA - GENERAL MANAGER MONTHLY INVOICE DEI	361572	1/12/2023	2,750.00
WOODRUFF, SPRADLIN & SMART APC	RSWA - GENERAL MANAGER MONTHLY INVOICE JAN	361573	1/12/2023	2,750.00
WOODRUFF, SPRADLIN & SMART APC	RSWA - REIMBURSEMENTS TO WSS FOR RSWA	361574	1/12/2023	414.07
WOODRUFF, SPRADLIN & SMART APC	RSWA - REIMBURSEMENTS TO WSS FOR RSWA	361575	1/12/2023	243.91
WSP USA INC	GPU PEIR CAP	361576	1/12/2023	46,861.51
ZUMAR INDUSTRIES INC	3M 3931 30" X 50YD HIP REFLECTIVE SIGN	361577	1/12/2023	4,667.00

A/P Total 1,187,950.12



**WARRANT REGISTER # 28
1/12/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PAYROLL				
Pay period	Start Date	End Date	Check Date	
1	12/13/2022	12/26/2022	1/4/2023	1,124,432.56
		GRAND TOTAL		<u>2,312,382.68</u>



AGENDA REPORT

Department: Community Development
Prepared by: Armando Vergara, Director
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Public Hearing and Adoption of Multiple Ordinances Amending the National City Municipal Code Chapters 15.08, 15.14, 15.20, 15.24, 15.28, 15.75, 15.78, and 15.79 related to California Codes.

RECOMMENDATION:

Adoption of the Ordinances for the 2022 California Fire Code and the National Fire Protection Association Standards; the 2022 California Building Code; the 2022 California Electrical Code and 2020 National Electrical Code; the 2022 California Energy Code; Appendix J of the 2022 California Building Code, and Amending Chapter 15.70 (Grading) of the National City Municipal Code; the 2022 California Green Building Standards Code; the 2022 California Mechanical Code; the 2022 California Plumbing Code; and the 2022 California Residential Code and all Appendices related to these Codes; receive public input; and schedule for the meeting of February 21, 2023, for consideration and adoption.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The purpose of this Public Hearing is to adopt Ordinances for the 2022 California Fire Code and the National Fire Protection Association Standards; the 2022 California Building Code; the 2022 California Electrical Code and 2020 National Electrical Code; the 2022 California Energy Code; Appendix J of the 2022 California Building Code, and Amending Chapter 15.70 (Grading) of the National City Municipal Code; the 2022 California Green Building Standards Code; the 2022 California Mechanical Code; the 2022 California Plumbing Code; and the 2022 California Residential Code and all Appendices related to these Codes. Adoption of these model codes by reference is authorized by Government Code Sections 50022.2 through 50022.4, and Section 6066.

State law requires that the City of National City adopt the same model codes as the State of California and limit technical amendments to those necessitated due to local topographical, geographical or climatic conditions. Specific findings regarding local technical amendments must be made by the local jurisdiction and filed with the Department of Housing and Community Development. State law does not restrict local amendments to the administrative provisions of the codes. In order to simplify construction in National City, staff is recommending that the model codes be adopted with minimal revisions. The ordinances were introduced at the February 7, 2023 Council public hearing.

FINANCIAL STATEMENT:

Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community 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.
Published in The Star News, on City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:

Second Reading and Adoption

EXHIBITS:

- Exhibit A – Ordinance 2022 California Mechanical Code
- Exhibit B – Ordinance 2022 California Building Code
- Exhibit C – Ordinance 2022 California Electrical & 2020 National Electrical Code
- Exhibit D – Ordinance 2022 California Energy Code
- Exhibit E – Ordinance 2022 California Green Buildings Standards Code
- Exhibit F – Ordinance 2022 California Plumbing Code
- Exhibit G – Ordinance 2022 California Residential Code
- Exhibit H – Ordinance 2022 California Fire Code

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE 2022 CALIFORNIA MECHANICAL CODE, INCLUDING APPENDIX CHAPTERS A, B, C, D, E, F AND G, AMENDING CERTAIN SECTIONS OF THAT CODE, AND AMENDING CHAPTER 15.14 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City adopts the 2022 California Mechanical Code, including Appendix Chapters A, B, C, D, E, F and G, except as amended in Chapter 15.14 of the National City Municipal Code.

Section 2. The City Council of the City of National City deletes, add, or modifies certain provisions of the 2022 California Mechanical Code.

Section 3. The City Council of the City of National City amends Chapter 15.14 of the National City Municipal Code to read as follows:

CHAPTER 15.14 CALIFORNIA MECHANICAL CODE

Sections:

- | | |
|-----------|--|
| 15.14.005 | 2022 California Mechanical Code - Adopted. |
| 15.14.015 | Chapter 1, Division II, "Administration" – Adopted and Amended. |
| 15.14.020 | Chapter 1, Division II, Section 103 "Powers and Duties of the Authority Having Jurisdiction," Subsection 103.4 "Right of entry" – Amended. |
| 15.14.025 | Chapter 1, Division II, Section 107 "Board of Appeals," Subsection 107.1 "General" – Amended. |
| 15.14.030 | Chapter 1, Division II, Section 106 "Violations and Penalties," Subsection 106.1 "General" – Amended. |
| 15.14.035 | Chapter 1, Division II, Section 104 "Permits," Subsection 104.4.3 "Expiration" – Amended. |
| 15.14.040 | Chapter 1, Division II, Section 104 "Permits," Subsection 104.4.7 "Permit denial" – Added. |
| 15.14.045 | Chapter 1, Division II, Section 104.5 "Fees" – Amended. |
| 15.14.050 | Chapter 1, Division II, Table 104.5 "Mechanical permit fees" – Deleted. |
| 15.14.060 | Chapter 1, Division II, Section 104 "Permits," Subsection 104.3.2 "Plan review fees" – Amended. |

- 15.14.065 Chapter 1, Division II, Section 104.5 "Fees," Subsection 104.5.2 "Investigation Fees" — Amended.
- 15.14.070 Chapter 1, Division II, Section 105 "Inspections and Testing," Subsection 105.2.6 "Re-inspections" – Amended.
- 15.14.075 Appendix Chapters A, B, C, D, E, F and G – Adopted.

15.14.005 2022 California Mechanical Code – Adopted. The City Council adopts and incorporates herein as the National City Mechanical Code, for the purpose of prescribing in the City of National City, regulations governing the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration system, incineration or other miscellaneous heat producing appliance, in or on any building or structure or outdoors on any premises or property, the 2022 California Mechanical Code, including Appendix Chapters A, B, C, and D, California Code of Regulations Title 24, Part 4, except such portions as are deleted, added, or amended by this chapter. The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geographical and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City, do reasonably necessitate and demand specific changes in and variations from the 2022 California Mechanical Code. Copies of all codes are filed in the office of the building official and are adopted and incorporated as if fully set out in this chapter, and the provisions thereof shall be controlling within the city limits.

15.14.015 Chapter 1, Division II, "Administration" – Adopted and Amended. Chapter 1, Division II "Administration," of the 2022 California Mechanical Code is adopted subject to the additions, amendments and deletions provided in this Chapter.

15.14.020 Chapter 1, Division II, Section 103 "Powers and Duties of the Authority Having Jurisdiction," Subsection 103.4 "Right of entry" – Amended. Section 103.4 of the 2022 California Mechanical Code is amended to read as follows:

103.4 *Right of entry.* When necessary to make inspections to enforce any provision of this code, or when the Building Official has reasonable cause to believe that there exists in any building or upon any premises a condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.14.025 Chapter 1, Division II, Section 107 "Board of Appeals," Subsection 107.1 "General" – Amended. Section 107.1 of the 2022 California Mechanical Code is amended to read as follows:

107.1 *General.* In order to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals consisting of three (3) members who are qualified by experience and training to pass upon matters pertaining to mechanical system design, construction, and maintenance and the public health aspects of mechanical systems and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg's Rules of Order in conducting their business and shall render written decisions and findings to the appellant with a copy to the Building Official. The Building Official shall take immediate action in

accordance with the decision of the Board, unless such decision is appealed to the City Council. Decisions of the Board may be appealed to the City Council by the appellant or by the Building Official within thirty (30) days of the decision of the Board, by the filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The appellant and the opposing party shall be given at least ten (10) days' notice of the time and place of the hearing on the appeal.

15.14.030 Chapter 1, Division II, Section 106 "Violations and Penalties," Subsection 106.1 "Violations" - Amended. Section 106.1 of the 2022 California Mechanical Code is amended to read as follows:

106.1 General. Violations of any provision of this code shall be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.14.035 Chapter 1, Division II, Section 104 "Permits," Subsection 104.3 "Expiration" - Amended. Section 104.3 of the 2022 California Mechanical Code is amended to read as follows:

104.4.3 Expiration. Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after work has commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Building Official within twelve calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Building Official within each six months period upon commencement of work authorized by such permit.

Before such work can be recommenced, a new permit or renewal permit is obtained, as specified below, shall first be obtained.

1. Permits where work was not commenced. For permits for which work has not commenced in the first twelve calendar months from the date of issuance, a renewal permit may be obtained provided that:
 - A. No changes have been made or will be made in the original plans and specifications for such work;
 - B. The expiration has not exceeded three years from the original issuance date;
 - C. The same edition of the adopted codes is in effect as used in the initial plan check;

- D. A fee equal to one-half the amount required for a new permit is paid, and
- E. The renewal permit shall expire three calendar years from the date of the initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of the new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

- 2. Permit where work was commenced. For permits where work was commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:
 - A. No changes have been made or will be made in the original plans and specifications for such work ;
 - B. The expiration has not exceeded three years from the original issuance date;
 - C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed to the point of requiring only a final inspection, a fee equal to one-quarter of the amount required for new permit shall be paid; and
 - D. A renewal permit shall expire three calendar years from the date of the initial permit issuance.
- 3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewed permit may be obtained, provided that:
 - A. Construction in reliance upon the building permit has been commenced and has been approved;
 - B. No changes have been made or will be made in the original plans and specifications for such work; and
 - C. A fee equal to the full amount required for a new permit is paid, except that where the Building Official determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with sub-section 15.14.035.3 shall be one calendar year from the date of renewal. The permit may be renewed each calendar year thereafter provided that all requirements of Subsection A, B and C as stated in sub-section 15.14.035.3 are met.

- 4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of time within which work under that permit may be continued when for good and satisfactory reasons, as determined by the Building Official in his or

her sole discretion, the permittee is unable to continue work within the time required by section 15.14.035. The Building Official may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action being taken.

5. Permits issued where the permittee has been deployed to a foreign country may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.14.040 Chapter 1, Division II, Section 104 "Permits." Subsection 104.4.7 "Permit denial" – Added. Section 104.4.7 of the 2019 California Mechanical Code is added to read as follows:

104.4.7 Permit denial. The Building Official may deny the issuance of a building permit on any property where there exists an unsafe or a substandard building as provided in Chapter 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction, or where there exists a violation of the National City Municipal Code.

15.14.045 Chapter 1, Division II, Section 104.5 "Fees" – Amended. Section 104.5 of the 2022 California Mechanical Code is amended as follows:

104.5 Fees. Fees shall be assessed in accordance with the current City of National City Fee Schedule.

15.14.050 Chapter 1, Division II, Table 104.5 "Mechanical permit fees" – Deleted. Table 104.5 of the 2022 California Mechanical Code, "Mechanical Permit Fees," is deleted.

15.14.060 Chapter 1, Division II, Section 104.0 "Permits." Subsection 104.3.2 "Plan review fees" – Amended. Section 104.3.2, of the 2022 California Mechanical Code is amended as follows:

Section 104.3.2 Plan review fees. When plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged in accordance with the current City of National City Fee Schedule.

15.14.065 Chapter 1, Division II, Section 104.5 "Fees," Subsection 104.5.2 "Investigation Fees" – Amended. Section 104.5.2 of the 2019 California Mechanical Code is amended to read as follows:

Section 104.5.2 Investigation Fees. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition

to a permit fee.

When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.14.070 Chapter 1, Division II, Section 105 "Inspections and Testing," Subsection 105.2.6 "Re-inspections" – Amended. Subsection 105.2.6 of the 2022 California Mechanical Code is amended to read as follows:

Section 105.2.6 Re-inspections. To obtain a re-inspection, the permittee shall pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where a re-inspection fee has been assessed, no further inspections shall be performed until the fees have been paid.

15.14.075 Appendix Chapters A, B, C, D, E, F and G – Adopted. Appendix Chapters A, B, C, D, E, F and G of the 2019 California Mechanical Code are adopted.

INTRODUCED at Regular Meeting of 7th day of February, 2023.

PASSED and ADOPTED this day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz,
City Attorney

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING VOLUMES I AND II AND APPENDICES B, C, D, F, G, H, I, J, K, L, M, N AND O OF THE 2022 CALIFORNIA BUILDING CODE, AMENDING CERTAIN SECTIONS OF THAT CODE, AND AMENDING CHAPTER 15.08 OF THE NATIONAL CITY MUNICIPAL CODE

Section 1. The City Council of the City of National City hereby adopts Volumes I and 11, and Appendices B, C, D, F, G, H, I, J, K, L, M, N, AND O of the 2022 California Building Code, except as amended in Chapter 15.08 of the National City Municipal Code.

Section 2. The City Council of the City of National City consistent , with their findings adopted in 2013 under Ordinance No. 2013-2392 , which are incorporated herein by reference, hereby deletes, adds, or modifies certain provisions of the 2022 California Building Code based on local climatic , topographic , or geological conditions that justify deviating from that code.

Section 3. The City Council of the City of National City amends Chapter 15.08 of the National City Municipal Code to read as follows:

CHAPTER 15.08 CALIFORNIA BUILDING CODE

Sections:

- ~~15.08.010 — 2022 California Building Code - Adopted.~~
- ~~15.08.020 — Chapter 2, Definitions - Amended.~~
- ~~15.08.025 — Chapter 1, Division II, Section 104 "Duties and Powers of Building Official", Subsection 104.6 "Right of entry" - Amended.~~
- ~~15.08.030 — Chapter 1, Division II, Section 105 "Permits", Subsection 105.2 "Work exempt from permit - Building" - Amended .~~
- 15.08.040 Chapter 1, Division II, Section 105 "Permits", Subsection 105.5 "Expiration" - Amended.
- 15.08.045 Chapter 1, Division II, Section 105 "Permits", Subsection 105.7 "Placement of permit" - Amended.
- 15.08.050 Chapter 1, Division II, Section 105 "Permits", Subsection 105.8 "Permit denial" - Added.
Chapter 1, Division II, Section 109 "Fees", Subsection 109.2 "Schedule of permit fees" - Amended.
Chapter 1, Division II, Section 109 "Fees," Subsection 109.7 "Plan review fees" - Added.
- 15.08.060 Chapter 1, Division II, Section 109 "Fees", Subsection 109.4 "Work commencing before permit issuance" - Amended.
- 15.08.065 Chapter 1, Division II, Section 110 "Inspections", Subsection 110.3.8.1 "Re-inspections" - Added.
- 15.08.070 Chapter 1, Division 11, Section 111 "Certificate of Occupancy", Subsection 111.3 "Temporary occupancy" - Amended.
- 15.08 .075 Chapter 1, Division II, Section 113 "Board of Appeals ", Subsection 113.1 "General" - Amended.
- 15.08.080 Chapter 1, Division 11, Section 114 "Violations", Subsection 114.1 "Unlawful acts" - Amended.
- 15.08.085 Section 501 "General", Subsection 501.2 "Address identification" - Amended.
- 15.08.087 Survey required

- 15.08.090 Table 1505.1 "Minimum roof covering classification for types of construction" - Amended.
Chapter 18, Division II, Section 1803 "Geotechnical Investigations", Subsection 18.1.1.1 – Added.
Chapter 31, Division II, Section 3109 Swimming Pool Enclosures and Safety Devices, Subsection 3109.4.4.8 "Construction requirements for building a pool or spa" - Amended.
- 15.08.095 Appendix Chapters B, C, D, F, G, H, I, J, K, L, M, N, and O - Adopted.

15.08.010 2022 California Building Code - Adopted. The City Council adopts, for the purpose of prescribing regulations governing the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area, fire resistance and maintenance of all buildings and/or structures, Volumes I and II of the 2022 California Building Code, including both Administration Divisions I and II, published in the California Building Standards Commission 2022 Edition, based on the International Building Code 2021 Edition, California Code of Regulations, Title 24, Part 2, Part 2.5 of Division 13 of the California Health and Safety Code beginning with section 18901, and Appendices B, C, D, F, G, H, I, J, K, L, M, N, and O, save and except such portions as are deleted, added, or modified. The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geographical and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City, do reasonably necessitate and demand changes in and variations from the 2022 California Building Code. Copies of all the codes are filed in the office of the building official and are adopted and incorporated as fully set out in this chapter, and the provisions thereof shall be controlling within the city limits.

15.08.020 Chapter 2. Definitions - Amended. Section 202 "Building, Existing" of the 2022 California Building Code is amended by amending the following definition

202 Building, Existing. An "existing building" is a building erected prior to the adoption of the 2022 California Building Code, or one for which a legal building permit has been issued. If more than fifty-percent of a structural roof or more than fifty-percent of all exterior walls are removed as part of a project, the building is not an existing building.

15.08.025 Chapter 1. Division II, Section 104 "Duties and Powers of Building Official", Subsection 104.6 "Right of Entry" - Amended. Subsection 104.6 of the 2022 California Building Code is amended to read as follows:

104.6 Right of Entry. When necessary to make an inspection to enforce any of the provisions of this code, or when the Authority Having Jurisdiction has reasonable cause to believe that there exists a condition that makes such building or premises unsafe, dangerous or hazardous, the Authority Having Jurisdiction, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.08.030 Chapter 1. Division II, Section 105 "Permits, "Subsection 105.2" Work Exempt from Permit - Building" - Amended. Subsection 105.2 Building: Item 4 of the 2022 California Building Code is amended to read as follows:

(Items 1 - 3 unchanged)

4. Permits for retaining walls shall be as specified in the National City Municipal Code, Chapter 15.70.

(Items 5 - 13 unchanged)

Subsection 105.2 "Work exempt from permit - Building" of the 2022 California Building Code is amended by adding the following Subsections 14 through 17:

14. Playground, gymnastic and similar equipment and structures used

for recreation and athletic activities accessory to Group R Division 3 structures.

15. Repairs to lawfully existing Group R Division 3 structures and Group U occupancy structures accessory to Group R Division 3 structures constructed pursuant to a building permit which involves only the replacement of component parts or existing work completed with similar materials only for the purpose of maintenance and do not affect any structural components or plumbing, mechanical or electrical installations. Repairs exempt from permit requirements shall not include any addition, change, or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements are:

- 1) Painting and decorating including refinishing Exterior stucco finishes.
- 2) Of Installation of floor covering.
- 3) Cabinet Work
- 4) Outside paving on private property not within the public right-of-way.

16. Ground mounted satellite antennas not exceeding ten feet in diameter and roof mounted satellite antennas not exceeding eight feet in diameter.

17. Painted wall signs and Styrofoam or other foam mounted wall signs.

15.08.040 Chapter 1. Division II, Section 105 "Permits". Subsection 105.5 "Expiration" - Amended. Subsection 105.5 of the 2022 California Building Code is amended to read as follows:

105.5 Expiration. Every permit issued by the Authority Having Jurisdiction under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Authority Having Jurisdiction within six calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Authority Having Jurisdiction ion within each six-month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or a renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first twelve calendar months from the date of issuance, a renewal permit may be obtained provided that:

- A. No changes have been made or will be made in the original plans and specifications for such work;
- B. The expiration has not exceeded three years from the original issuance date;
- C. The same edition of the California codes is in effect as used in the initial plan check;
- D. A fee equal to one-half the amount required for a new permit is paid; and
- E. The renewal permit shall expire three calendar years

from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

1. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one quarter the amount required for a new permit shall be paid; and

D. A renewal permit shall expire three calendar years from the date of initial permit issuance.

2. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewal permit may be obtained provided that:

A. Construction in reliance upon the building permit has commenced and has been approved;

B. No changes have been made or will be made in the original plans and specifications for such work; and

C. A fee equal to the full amount required for a new permit is paid except that where the Authority Having Jurisdiction determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.08.040(3) shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of Subsections A, B, and C, as stated in subsection 15.08.040(3), are met.

3. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of the time within which work under that permit may be continued when, for good and satisfactory reasons as determined by the Authority Having Jurisdiction in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.08.040. The Authority Having Jurisdiction may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.08.045 Chapter 1, Division II, Section 105 "Permits", Subsection 105.7 "Placement of Permit" - Amended. Subsection 105.7 of the 2022 California Building Code is amended to read as follows:

105.7 Placement of Permit. The building permit or a copy, the inspection record, and the approved plans shall all be kept on site until the completion of the project. The inspection record is to be kept on the job unless removed by the building official.

15.08.050 Chapter 1, Division II, Section 105 "Permits", Subsection 105.8 "Permit Denial" - Added. Subsection 105.8 is added to the 2022 California Building Code to read as follows:

105.8 Permit Denial. The Authority having jurisdiction may deny the issuance of a building permit on any property where there exists an unsafe or a substandard building as provided in Chapter 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction, or where there exists a violation of the National City Municipal Code.

15.8.55 Chapter 1, Division II, Section 109 "Fees", Subsection 109.2 "Schedule of Permit Fees" - Amended. Subsection 109.2 of the 2022 California Building Code is amended to read as follows:

109.2 Schedule of Permit Fees. Permit fees, including plan review fees, shall be assessed in accordance with the current City of National City Fee Schedule.

15.8.55 Chapter 1, Division II, Section 109 "Fees." Subsection 109.7 "Plan Review Fees" - Added. Subsection 109.7 is added to the 2022 California Building Code to read as follows

109.7 Plan Review Fees. When plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged in accordance with the current City of National City Fee Schedule.

15.08.060 Chapter 1, Division II, Section 109 "Fees", Subsection 109.4 "Work commencing before permit issuance" - Amended. Subsection 109.4 of the 2022 California Building Code is amended to read as follows:

109.4 Work Commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition to a permit fee.

When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.08.065 Chapter 1, Division II, Section 110 "Inspections". Subsection 110.3.8.1 "Re-inspections" - Added. Subsection 110.3.8.1 is added to the 2022 California Building Code to read as follows:

110.3.8.1 Re-inspections. A re-inspection fee may be assessed for each inspection or re-inspection when any of the following occurs:

1. The portion of work for which the inspection was called is not complete or the corrections previously required and called for are not made;
2. Calling for an inspection before the job is ready for such inspection or re-inspection;
3. The inspection record card or the approved plans are not posted or otherwise available to the inspector;
4. Failure to provide access on the date for which the inspection is requested; or
5. Deviating from the approved plans when such deviation or change required approval of the building official.

To obtain a re-inspection, the permittee shall file an application in writing on a form provided for that purpose and pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where a re-inspection fee has been assessed, no further inspections shall be performed until the fees have been paid.

15.08.070 Chapter 1. Division II, Section 111 "Certificate of Occupancy", Subsection 111.3 "Temporary Occupancy"- Amended. Subsection 111.3 of the 2022 California Building Code is amended to read as follows:

111.3 Temporary Certificate of Occupancy. Where a project or a major portion thereof is substantially complete and can be safely occupied, but practical difficulties delay completion of work , the building official may issue a Temporary Certificate of Occupancy for the use of a portion or portions of the building or structure prior to the completion of the entire project.

Prior to issuance of a Temporary Certificate of Occupancy, the premises shall be inspected by all affected city departments who shall prepare a list of work required to be completed and shall forward the list along with a recommendation for approval or disapproval of the issuance of a Temporary Certificate of Occupancy to the building official.

Upon receipt of a recommendation for approval from all affected City departments, the building official may prepare a Temporary Certificate of Occupancy granting temporary occupancy that shall include the following:

1. Work yet to be completed;
 2. Maximum time allotted for completion of said work;
1. Property owner's signature and the signature of the contractor agreeing to complete the work within the prescribed time or vacate the premises upon order of the building official until such work is completed;
 2. Evidence that a faithful performance bond has been posted if required by any affected city department; and
 3. A copy of the Temporary Certificate of Occupancy granting temporary occupancy shall be provided to all affected city departments.

15.08.075 Chapter 1. Division II, Section 113 "Means of Appeals ", Subsection 113.1 "General" - Amended. Subsection 113.1 of the 2022 California Building Code is amended to read as follows:

113.1 Means of Appeals. In order to hear and decide appeals of orders, decisions, or determinations of the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals comprised of three (3) members who are qualified by experience and

training to pass upon matters pertaining to building construction and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant with a copy to the Building Official. Decisions of the Board may be appealed to the City Council by the appellant or by the Building Official within thirty (30) days of the decision of the Board, by the filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' written notice of the time and place of the hearing on the appeal.

15.08.080 Chapter 1, Division II, Section 114 "Violations ", Subsection 114.1 "Unlawful acts" – Amended. Subsection 114.1 of the 2022 California Building Code is amended to read as follows:

114.1 Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Violation of any provision of this code shall be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.08.085 Section 501 "General", Subsection 501.2 "Address identification" - Amended. Subsection 501.2 of the 2022 California Building Code is amended to read as follows:

501.2 Address identification. Every principal building or structure within the incorporated limits of the City of National City shall be identified by a designated street number as issued by the Engineering Department.

Approved numbers or addresses shall be placed on all new and existing buildings, adjacent to the principal entrance to the premises or at a point that is highly visible and legible from the street. If necessary, directional signs shall be posted showing proper access to the given address from a point where the Fire Department access roadway leaves the dedicated street, to the entrance of each addressed building. All such numbers shall be Arabic numerals or alphabetical letters and shall be a minimum of 4 inches (102mm) high with a minimum stroke width of 0.5 inches (12.7mm), and shall be placed on a contrasting background.

15.08.087 Survey required.

When any proposed building will be constructed up to the minimum front, side, or rear yard setback, and no monuments exist, a survey from a State of California licensed surveyor shall be required as part of the plan review submittal.

15.08.090 Table 1505.1 "Minimum roof covering classification for types of construction" - Amended. Table 1505.1 of the 2022 California Building Code is amended to read as follows:

Due to climatic and geographical conditions within the City of National City, Table 1505.1 is amended as follows:

Table 1505.1
Minimum Roof Covering
Classification for Types of Construction

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

15.8.92 Chapter 18, Division II, Section 1803 "Geotechnical Investigations", Subsection 1803.1.1.1 - Added. Subsection 1803.1.1.1 is added to the 2022 California Building Code to read as follows:

1803.1.1.1 A geotechnical investigation shall be submitted with each application for a building permit for a new building or addition 500 square feet and larger. The investigation and report shall comply with the requirements of Section 1803.

15.8.93 Chapter 31, Division II, Section 3109 "Swimming Pools, Spas, and Hot Tubs," Subsection 3109.1 "Construction requirements for building a pool or spa" - Amended. Subsection 3109.1 of the 2022 California Building Code is amended to read as follows:

3109.1 Construction requirements for building a pool or spa. Whenever any building permit is issued and there is an existing swimming pool, toddler pool or spa, the permit shall require that the suction outlet of the existing swimming pool, toddler pool or spa be updated so as to be equipped with an anti-entrapment cover meeting current standards of the American Society for Testing and Materials (ASTM) or the American Society of Mechanical Engineers (ASME).

15.08.095 Appendix Chapters B, C, D, F, G, H, I, J, K, L, M, N and O - Adopted. Appendix Chapters B, C, D, F, G, H, I, J, K, L, M, N and O of the 2019 California Building Code are adopted.

INTRODUCED Regular Meeting of the 7th day of February, 2023.

PASSED and ADOPTED this day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz,
City Attorney

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE 2022 CALIFORNIA ELECTRICAL CODE, INCLUDING ANNEX H, AND THE 2020 ELECTRICAL CODE, AND AMENDING CERTAIN SECTIONS OF THOSE CODES, AND AMENDING CHAPTER 15.24 OF THE NATIONAL CITY MUNICIPAL CODE.

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City adopts the 2022 California Electrical Code, Annex H of the 2022 California Electric Code, California Code of Regulations, Title 24, Part 3, including all Annexes, and the 2020 National Electrical Code except as amended in Chapter 15.24 of the National City Municipal Code.

Section 2. The City Council of the City of National City deletes, adds, or modifies certain provisions of the 2022 California Electrical Code and Annex H of the 2022 California Building Code, consistent with their findings adopted in 2013 under Ordinance No. 2013-2386, which findings are incorporated herein by reference.

Section 3. The City Council of the City of National City amends Chapter 15.24 of the National City Municipal Code to read as follows:

CHAPTER 15.24 CALIFORNIA ELECTRICAL CODE

Sections:

- 15.24.005 2019 California Electrical Code, Annex H of the 2022 California Electrical Code and the 2020 National Electrical Code – Adopted and amended.
- 15.24.010 Annex H, Administration and enforcement - Adopted and amended.
- 15.24.015 Annex H, Section 80.13 "Authority", Subsection 80.13(7) "Right of entry" - Amended.
- 15.24.020 Annex H, Section 80.13 "Authority", Subsection 80.13(17) "Electric Fences Prohibited" - Added.
- 15.24.025 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(0) "Annual permits" - Deleted.
- 15.24.030 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(E) "Fees" - Amended.
- 15.24.035 Annex H, Section 80.23 "Notice of Violations, Penalties," Subsection 80.23(8)(4) "Work commencing before permit issuance" – Added.
- 15.24.040 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(F) "Inspection and approvals" - Amended.
- 15.24.045 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(H) "Applications and extensions" - Amended.

- 15.24.050 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(1) "Permit denial" – Added.
- 15.24.055 Annex H, Section 80.23 "Notice of violations, penalties" - Amended.
- 15.24.060 Annex H, Section 80.25 "Connection to electrical supply", Subsection 80.25(C) "Notification" - Deleted.
- 15.24.065 Annex H, Section 80.27 "Inspector's qualifications" - Deleted.
- 15.24.070 Annex H, Section 80.29 "Liability for damages" - Deleted.
- 15.24.075 Annex G, "Supervisory Control and Data Acquisition (SCADA)" - Deleted.
- 15.24.080 Article 89 "General Code Provisions", Subsection 89.108.8 "Appeals Board" - Amended.

15.24.005 2019 California Electrical Code, Annex H of the 2019 California Electrical Code and the 2017 National Electrical Code – Adopted and amended. The City Council adopts 2022 California Electrical Code, Annex H of the 2022 California Electric Code, California Code of Regulations , Title 24, Part 3, including all Annexes , and the 2020 National Electrical Code, for the purpose of prescribing in the City of National City, regulations governing the inspection of installations , investigation of fires caused by electrical installations , the review of construction plans, drawings, and specifications for electrical systems , the design , alteration , modification, construction , maintenance , and testing of electrical systems and equipment , the regulation and control of electrical installations at special events including but not limited to exhibits trade shows , amusement parks, and other similar special occupancies , in or on any building or structure, or outdoors on any premises or property. The City Council amends , deletes, or adds certain sections of the 2022 Electrical Code, Annex H of the 2022 Electrical Code, and the 2020 National Electrical Code, based on local climatic ,topographic or geological conditions that justify deviating from said Codes . The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geological and topographical conditions in the City of National City, including the age and concentration of structures , and the differences in elevation throughout the City, do reasonably necessitate and demand changes in and variations from the 2022 California Electrical Code. Copies of these codes are filed in the office of the building official, and are adopted and incorporated as if fully set out in this chapter, and the provisions thereof shall be controlling within the city limits.

15.24.010 Annex H. Administration and enforcement – Adopted and amended. ANNEX H to the 2022 California Electrical Code entitled "Administration and Enforcement" , is adopted subject to the following additions, amendments and deletions contained in this chapter .

15.24.015 Annex H, Section 80.13 "Authority", Subsection 80.13(7) "Right of entry" – Amended. Section 80.13(7) of Annex H of the 2022 California Electrical Code is amended to read as follows:

80.13(7) *Right of entry.* When necessary to make inspections to enforce any provision of this code, or when the Building Official has reasonable cause to believe that there exists in any building or upon any premises a condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.24.020 Annex H, Section 80.13 "Authority", Subsection 80.13(17) "Electric Fences Prohibited" – Added. Section 80.13 (17) is added to Annex H of the 2022 California Electrical Code as follows:

80.13(17) *Electrical Fences Prohibited.* No electrical fence should be constructed maintained or operated within the City of National City. Electric fences as used herein, include all fences which in any way use electrical energy as an additional deterrent or have wires charged

with electricity which are not covered with adequate insulation to protect persons and animals coming in contact therewith.

15.24.025 Annex H, Section 80.19 "Permits and Approvals". Subsection 80.19(0) "Annual Permits" - Deleted. Section 80.19(0) of Annex H of the 2022 California Electrical Code is deleted.

15.24.030 Annex H. Section 80.19 "Permits and Approvals", Subsection 80.19(E) "Fees" - Amended. Section 80.19(E) of Annex H of the 2022 California Electrical Code is amended to read as follows:

80.19(E) Fees. Fees shall be assessed in accordance with the current City of National City Fee Schedule.

15.24.035 Annex H. Section 80.23 "Notice of Violations. Penalties," Subsection 80.23(8)(4) "Work commencing before permit issuance" - Added. Subsection 80.23(8)(4) is added to Annex H of the 2022 California Electrical Code as follows :

80.23(8)(4) Work commencing before permit issuance. Any person who commences any work on a building-structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition to a permit fee.

When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.24.040 Annex H. Section 80.19 "Permits and Approvals". Subsection 80.19(F) "Inspection and approvals" - Amended. Section 80.19(F) of Annex H of the 2022 California Electrical Code is amended to read as follows:

80.19(F) Inspection and approvals

- 1) All electrical systems and equipment for which a permit is required by this code shall be subject to inspection by the Building Official, and the electrical system shall remain accessible and exposed for inspection purposes until approved by the Building Official.

It shall be the duty of the permittee to cause the electrical system to remain accessible and exposed for inspection purposes. Neither the Building Official, nor the City of National City shall be liable for the expense entailed in the removal or replacement of any material required to permit inspection. When the installation of an electrical system and equipment is complete, an additional and final inspection shall be made. Electrical systems and equipment regulated by this code shall not be connected to the energy source until authorized by the Building Official.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other

ordinances of the City of National City. Inspections presuming to give authority to violate or cancel provisions of this code or other ordinances of the City of National City shall not be valid.

- 2) Inspection requests. It shall be of the duty of the permittee to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the Building Official.

It shall be the duty of the permittee to provide access to and means for inspection of such work.

- 3) Operation of Electrical Equipment. The requirements of section 15.24.040 shall not be construed to prohibit the operation of any electrical system or equipment installed to replace existing equipment. The request for inspection of such equipment must have been with the Building Official not more than forty-eight hours after such replacement work is completed and before any portion of such electrical system is concealed by any permanent portion of the building.
- 4) Re-inspections. A re-inspection fee may be assessed for each inspection or re-inspection when any of the following occurs:
 - A. The portion of the work for which the inspection was called is not complete or the corrections previously required are not made;
 - B. Calling for an inspection before the job is ready for such inspection or re-inspection;
 - C. The inspection record card or the approved plans are not posted or otherwise available to the inspector;
 - D. Failure to provide access on the date for which the inspection is requested; or
 - E. Deviating from the approved plans when such deviation or change required approval of the Building Official.

To obtain a re-inspection, the permittee shall file an application in writing on a form provided for that purpose and pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where re-inspection fees have been assessed, no further inspections shall be performed until the fees have been paid.

15.24.45 Annex H, Section 80.19 "Permits and Approvals ". Subsection 80.19(H) "Applications and extensions" – Amended. Section 80.19(H) of Annex H of the 2019 California Electrical Code is amended to read as follows:

80.19(H) *Application and Extensions*. Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is

commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Building Official within twelve calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Building Official within each six month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or a renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first twelve calendar months from the date of issuance, a renewal permit may be obtained provided that:

- A. No changes have been made or will be made in the original plans and specifications for such work;
- B. The expiration has not exceeded three years from the original issuance date;
- C. The same edition of the California codes is in effect as used in the initial plan check;
- D. A fee equal to one-half the amount required for a new permit is paid; and
- E. The renewal permit shall expire three calendar years from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

- A. No changes have been made or will be made in the original plans and specifications for such work;
- B. The expiration has not exceeded three years from the original issuance date;
- C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one quarter the amount required for a new permit shall be paid; and
- D. A renewal permit shall expire three calendar years from the date of initial permit issuance.

3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewed permit may be obtained provided that:

A. Construction in reliance upon the building permit has commenced and has been approved;

B. No changes have been made or will be made in the original plans and specifications for such work;

C. A fee equal to the full amount required for a new permit is paid except that here the Building Official determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.24.045.3 shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of Subsections A, B and C as stated in subsection 15.24.045.3 are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of the time within which work under that permit may be continued when for good and satisfactory reasons as determined by the Building Official in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.24.045. The Building Official may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.24.050 Annex H. Section 80.19 "Permits and Approvals", Subsection 80.19(1) "Permit denial" – Added. Subsection 80.19(1) is added to Annex H of the 2022 California Electrical Code to read as follows:

80.19(1) *Permit Denial.* The Building Official may deny the issuance of a building permit on any property where there exists an unsafe or substandard building as provided in Chapter 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction or a violation of the National City Municipal Code.

15.24.055 Annex H. Section 80.23 "Notice of violations, penalties" – Amended. Section 80.23 of Annex H of the 2022 California Electrical Code is amended to read as follows:

80.23 Violations, Penalties. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Violations of any provisions of this code may be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.24.060 Annex H. Section 80.25 "Connection to electrical supply", Subsection 80.25(C) "Notification ion" - Deleted. Subsection 80.25(C) of Annex H of the 2019 California Electrical Code is deleted.

15.24.065 Annex H. Section 80.27 "Inspector's qualifications" - Deleted. Section 80.27 of Annex H of the 2019 California Electrical Code is deleted.

15.24.070 Annex H. Section 80.29 "Liability for damages" - Deleted. Section 80.29 of Annex H of the 2019 California Electrical Code is deleted.

15.24.075 Annex G. Supervisory Control and Data Acquisition (SCADA) - Deleted. Annex G of the 2019 California Electrical Code is deleted.

15.24.080 Article 89 "General Code Provisions". Subsection 89.108.8 "Appeals Board" - Amended. Subsection 89.108.8 of Article 89 the 2022 California Electrical Code is amended to read as follows:

Section 107.1. Board of Appeals. In order to hear and decide appeals of orders, decisions, or determinations of the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals comprised of three (3) members who are qualified by experience and training to pass upon matters pertaining to building codes, regulations, and ordinances, and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant with a copy to the Building Official. Decisions of the Board may be appealed to the City Council by the appellant or by the Building Official within thirty (30) days of the Decision of the Board by filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The person filing the appeals and the opposing party shall be given at least ten days' written notice of the time and place of the hearing on the appeal.

INTRODUCED at Regular Meeting of 7th day of February, 2023.

PASSED and ADOPTED this day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz,
City Attorney

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE 2022 CALIFORNIA ENERGY CODE, AND AMENDING SECTION 15.75.010 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts the 2022 California Energy Code, California Code of Regulations, Title 24, Part 6, establishing regulations for the installation, maintenance, and alteration of energy systems within the city.

Section 2. The City Council of the City of National City amends Section 15.75.010 of the National City Municipal Code to read as follows:

15.75 .010 - 2022 California Energy Code - Adopted. The City Council adopts and incorporates herein, for the purpose of prescribing regulations for the conservation of energy, the, 2022 California Energy Code, California Code of Regulations, Title 24, Part. 6. Except as otherwise provided by this chapter, all construction of buildings where energy will be utilized shall be in conformance with the 2022 California Energy Code.

INTRODUCED at Regular Meeting of the 7th of February, 2023.

PASSED and ADOPTED this day of February, 2023.

ATTEST:

Ron Morrison,
Mayor

Shelley Chapel,
Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz,
City Attorney

ORDINANCE NO. 2023-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND
AMENDING SECTION 15.78.010 OF THE NATIONAL CITY MUNICIPAL CODE**

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts the 2022 California Green Building Standards Code, California Code of Regulations Title 24, Part 11, establishing regulations to enhance building design and construction within the city.

Section 2. The City Council of the City of National City amends Section 15.78.010 of the National City Municipal Code to read as follows:

15.78.010 2022 California Green Building Standards Code – Adopted. The City Council adopts and incorporates herein for the purpose of prescribing regulations for the reduction of negative impacts or increasing positive environmental impacts and encouraging sustainable construction practices, the 2022 California Green Building Standards Code, California Code of Regulations Title 24, Part 11. All construction of buildings shall be in conformance with the 2022 California Green Building Standards Code, except as otherwise provided by this chapter.

INTRODUCED at Regular Meeting of 7th day of February, 2023.

PASSED and ADOPTED this day of February, 2023

Ron Morrison,
Mayor

ATTEST:

Shelley Chapel, MMC
Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz,
City Attorney

ORDINANCE NO. 2023-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE 2022 CALIFORNIA PLUMBING CODE AND TABLE 2902.1 OF THE
2022 CALIFORNIA BUILDING CODE, AMENDING CERTAIN SECTIONS OF THOSE
CODES, AND AMENDING CHAPTER 15.20 OF THE NATIONAL CITY MUNICIPAL
CODE**

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City adopts the 2022 California Plumbing Code and Table 2902.1 of the 2022 California Building Code, except as amended in Chapter 15.20 of the National City Municipal Code.

Section 2. The City Council of the City of National City deletes, adds, or modifies certain provisions of the 2019 California Plumbing Code and Table 2902.1 of the 2022 California Building Code.

Section 3. The City Council of the City of National City amends Chapter 15.20 of the National City Municipal Code to read as follows:

CHAPTER 15.20

CALIFORNIA PLUMBING CODE

Sections:

- 15.20.005 2022 California Plumbing Code - Adopted.
- 15.20.015 Chapter 1, Divisions I and II - Adopted and amended.
- 15.20.020 Chapter 1, Division II, Section 103 "Duties and Powers of the Authority Having Jurisdiction", Subsection 103.4 "Right of Entry" - Amended.
- 15.20.024 Chapter 1, Division II, Section 107 "Board of Appeals", Subsection 107.1 "General" - Amended.
- 15.20.025 Chapter 1, Division II, Section 102 "Organization and Enforcement", Subsection 102.5 "Penalties" - Amended.
- 15.20.027 Chapter 1, Division II, Section 104.5 "Fees", Subsection 104.5.1 "Work Commencing Before Permit Issuance" - Amended.
- 15.20.030 Chapter 1, Division II, Section 104 "Permits", Subsection 104.4.3 "Expiration" - Amended.
- 15.20.035 Chapter 1, Division II, Section 104 "Permits," Subsection 103.3.4 "Permit denial" - Added.
- 15.20.040 Chapter 1, Division II, Section 104 "Permits," Subsection 103.5 "Fees" - Amended.

- 15.20.042 Chapter 1, Division II, Section 104 "Permits," Subsection 104.6 "Placement of Permit – Added.
- 15.20.045 Chapter 1, Division II, Section 104 "Permits," Subsection 104.3.2 "Plan review fees" – Amended.
- 15.20.050 Chapter 1, Division II, Section 105 "Inspections and Testing." Subsection 105.2.6 "Re-inspection's" - Amended.
- 15.20.060 Chapter 1, Division II, Table 104.5 "Plumbing permits fees" – Deleted.
- 15.20.065 Chapter 1, Division II, Table 422.1 "Minimum plumbing facilities" - Deleted.
- 15.20.070 Table 2902.1 "Minimum number of required plumbing fixtures of the 2022 California Building Code" – Adopted.

15.20.005 2022 California Plumbing Code – Adopted. The City Council adopts, and incorporates herein as the city plumbing code, except as amended, deleted, or added by this chapter, for the purpose of prescribing in the City of National City, regulations governing the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any plumbing, gas, or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the 2022 California Plumbing Code, including Administration Divisions I and II, California Code of Regulations Title 24, Part 5, and Table 2902.1 of the 2022 California Building Code. The City Council does specifically find and declare that the nature and uniqueness of the dry Southern California climate, and the geographical and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City do reasonably necessitate and demand specific changes in and variations from the 2022-California Plumbing Code. Copy of all codes are filed in the office of the building official and are adopted and incorporated as if fully set forth in this chapter, and the provisions shall be controlling within the city limits.

15.20.015 Chapter 1. Divisions I and II – Adopted and Amended. Chapter 1, Division I, "Administration" is adopted. Chapter 1, Division 11, "Administration" is adopted, subject to the additions, amendments, and deletions contained in this chapter.

15.20.020 Chapter 1. Division II. Section 103 "Duties and Powers of the Authority Having Jurisdiction" Subsection 103.4 "Right of Entry" – Amended. Subsection 103.4 of the 2022 California Plumbing Code is amended to read as follows:

103.4 *Right of Entry.* When necessary to make an inspection to enforce any of the provisions of this code, or when the Building Official has reasonable cause to believe that there exists in any building or upon any premises a condition or code violation which make such building or premises unsafe, dangerous or hazardous, the Building Official, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.20.24 Chapter 1, Division II, Section 107 "Board of Appeals, Subsection 107.1 "General" - Amended. Subsection 107.1 of the 2022 California Plumbing Code is amended to read as follows:

107.1 *General*. In order to hear and decide appeals of orders, decisions, or determinations of the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals comprised of three (3) of members who are qualified by experience and training to pass upon matters pertaining to plumbing design, construction, and maintenance, and the public health aspects of plumbing systems and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg's Rules of Order in conducting their business and shall render written decisions and findings to the appellant with a copy to the Building Official. Decisions of the Board may be appealable to the City Council by the appellant or by the Building Official within thirty (30) days of the decision of the Board, by the filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' written (?) notice of the time and place of the hearing on the appeal.

15.20.024 Chapter 1, Division II, Section 106 "Violations and Penalties" Subsection 106.3 "Penalties" - Amended. Subsection 106.3 of the 2022 California Plumbing Code is amended to read as follows:

106.3 *Penalties*. Violation of any provision of this code shall be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.20.027 Chapter 1, Division II, Section 104.5 "Fees", Subsection 104.5.1 "Work Commencing Before Permit Issuance - Amended. Subsection 104.5.1 of the 2022 California Plumbing Code is amended to read as follows:

104.5.1 *Work Commencing Before Permit Issuance*. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition to a permit fee. When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.20.030 Chapter 1, Division II, Section 104 "Permits," Subsection 104.4.3. "Expiration" - Amended. Subsection 104.4.3 of the 2022 California Plumbing Code is amended to read as follows:

104.4.3 Expiration. Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Building Official within twelve calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Building Official within each six-month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or a renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first six calendar months from the date of issuance, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. The same edition of the California codes is in effect as used in the initial plan check;

D. A fee equal to one-half the amount required for a new permit is paid; and

E. The renewal permit shall expire three calendar years from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one quarter the amount required for a new permit shall be paid; and

D. A renewal permit shall expire three calendar years from the date of initial permit issuance.

3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewed permit may be obtained provided that:

A. Construction in reliance upon the building permit has commenced and has been approved;

B. No changes have been made or will be made in the original plans and specifications for such work;

C. A fee equal to the full amount required for a new permit is paid except that where the Building Official determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.20.030.3 shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of Subsections A, B, and C as stated in subsection 15.20.030.3 are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of the time within which work under that permit may be continued when for good and satisfactory reasons, as determined by the Building Official in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.20.030. The Building Official may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment, if necessary, upon application for such relief by the permittee.

15.20.035 Chapter 1. Division II, Section 104 "Permits". Subsection 104.3.4 "Permit denial"
- Added. Subsection 104.3.4 is added to the 2022 California Plumbing Code is to read as follows

104.3.4 *Permit Denial.* The Building Official may deny the issuance of a plumbing permit on any property where there exists an unsafe or a substandard building as provided in the Chapters 15.10 and 15.16 of the National City Municipal Code, or where there exists

unlawful construction, or where there exists a violation of the National City Municipal Code.

15.20.040 Chapter 1, Division II, Section 104 "Permits", Subsection 104.5 "Fees" - Amended. Subsection 104.5 of the 2022 California Plumbing Code is amended to read as follows: Section 104.5 Fees. Fees shall be assessed in accordance with the current City of National City Fee Schedule.

15.20.042 Chapter 1, Division II, Section 104 "Permits," Subsection 104.6 "Placement of Permit" - Added. Subsection 104.6 is added to the 2022 California Plumbing Code to read as follows:

The building permit or a copy, the inspection record, and the approved plans shall all be kept on site until the completion of the project. The inspection record is to be kept on the job unless removed by the building official.

15.20.045 Chapter 1, Division II, Section 104 "Permits", Subsection 104.3.2 "Plan review fees" – Amended. Subsection 104.3.2 of the 2022 California Plumbing Code is amended to read as follows:

104.3.2 Plan Review Fees. When a plan or other data are required to be submitted by 104.3.1, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees for plumbing work shall be assessed in accordance with the current City of National City Fee Schedule. When plans are incomplete or changed so as to require an additional plan review fee, the fee shall be assessed in accordance with the current City of National City Fee Schedule.

15.20.050 Chapter 1, Division II, Section 105 "Inspections and Testing", Subsection 105.2.6 "Re-inspection's" – Amended. Subsection 105.2.6 of the 2022 California Plumbing Code is amended to read as follows:

105.2.6 Re-inspections. A re-inspection fee may be assessed for each inspection or re-inspection when any of the following occurs:

1. The portion of work for which the inspection was called is not complete or the corrections previously required and called for are not made;
2. Calling for an inspection before the job is ready for such inspection or re-inspection;
3. The inspection record card or the approved plans are not posted or otherwise available to the inspector;
4. Failure to provide access on the date for which the inspection is requested; or,
5. Deviating from the approved plans when such deviation or change required approval of the building official.

To obtain a re-inspection, the permittee shall file an application in writing on a form provided for that purpose and pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where a re-inspection fee has been assessed, no further inspections shall be performed until the fees have been paid.

15.20.060 Chapter 1, Division II, Table 104.5 "Plumbing permits fees" - Deleted. Table 104.5 of Chapter 1, Division II of the 2022 California Plumbing Code, entitled "Plumbing Permit Fees", is deleted.

15.20.065 Table 422 .1 "Minimum plumbing facilities" - Deleted. Table 422.1 of Chapter 4, of the 2022 California Plumbing Code, entitled "Minimum Plumbing Facilities", is deleted.

15.20.070 Table 2902.1 "Minimum number of required plumbing fixtures of the 2022 California Building Code" - Adopted. Table 2902.1 of the 2022 California Building Code is adopted. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number shown in Table 2902 .1. Types of occupancies not shown in Table 2902.1 shall be considered individually by the Building Official. The number of occupants shall be determined by this code. Occupancy classification shall be determined in accordance with Chapter 3 of the 2022 California Building Code.

INTRODUCED at Regular Meeting of February 7th, 2023

PASSED and ADOPTED this day of February, 2023.

Ron Morrison,
Mayor

ATTEST:

Shelley Chapel, MMC
Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz,
City Attorney

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE 2022 CALIFORNIA RESIDENTIAL CODE, AMENDING CERTAIN SECTIONS OF THAT CODE, AND AMENDING CHAPTER 15.79 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts the 2022 California Residential Code, California Code of Regulations, Title 24, Part 2.5 except as amended in Chapter 15.79 of the National City Municipal Code.

Section 2. The City Council of the City of National City hereby amends, adds and deletes certain sections of the 2022 California Residential Code consistent with their findings in 2013, under Ordinance No. 2013-2393.

Section 3. The City Council of the City of National City amends Chapter 15.79 of the National City Municipal Code to read as follows:

CHAPTER 15.79

CALIFORNIA RESIDENTIAL CODE

Sections:

- 15.79.010 2022 California Residential Code adopted.
- 15.79.025 Chapter 1, Division II, Section R104 "Duties and Powers of the Building Official", Subsection R104.6 "Right of entry" - Amended.
- 15.79.030 Chapter 1, Division II, Section R105 "Permits", Subsection R105.2 "Work exempt from permit - Building" - Amended.
- 15.79.040 Chapter 1, Division II, Section R105 "Permits", Subsection R105.5 "Expiration" - Amended.
- 15.79.045 Chapter 1, Division II, Section R105 "Permits", Subsection R105.7 "Placement of permit" - Amended.
- 15.79.050 Chapter 1, Division II, Section R105 "Permits", Subsection R105.8.1 "Permit denial" – Added.
- 15.79.055 Chapter 1, Division II, Section R108 "Fees", Subsection R108.2 "Schedule of permit fees" - Amended.
- 15.79.060 Chapter 1, Division II, Section R108 "Fees", Subsection R108.6 "Work commencing before permit issuance" - Amended15.79.065
- 15.79.065 Chapter 1, Division II, Section R109 "Inspections", Subsection 109.3.1 "Re-inspections" - Added.
- 15.79.070 Chapter 1, Division II, Section R110 "Certificate of Occupancy", Subsection R110.4 "Temporary occupancy" - Amended.

- 15.79.075 Chapter 1, Division II, Section R112 "Board of Appeals", Subsection R112.1 "General" - Amended.
- 15.79.076 Chapter 1, Division II, Section 112 "Board of Appeals," Subsection 112.4 "Administration" – Added
- 15.79.080 Chapter 1, Division II, Section R113 "Violations ", Subsection R113.1 "Unlawful acts" - Amended.
- 15.79.082 Section 202 Definitions "Building Existing" - Amended.
- 15.79.085 Chapter 1, Division II, Section R319 "Site Addresses ", Subsection R319.1 "Address identification" - Amended.
- 15.72.090 Chapter 1, Division II, Section R902 "Fire Classification", Subsection R902.1.3 "Roofing coverings in all other areas" - Amended.
- 15.79.095 Plan review fees.

15.79 .010 California Residential Code adopted. The City Council adopts, for the purpose of prescribing regulations governing the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area, fire resistance and maintenance of one- and two-family dwellings and townhouses not more than three stories above grade, the 2022 California Residential Code, published by the California Building Standards Commission based on the International Residential Code 2021 Edition, including specified Appendices, including Administration Divisions I and II, California Code of Regulations Title 24, and Part 2.5 of the California Health and Safety Code beginning with Section 18901, and save and except such portions as are deleted , added, or modified based on the climatic, topographic, or geologic conditions. The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geological and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City, do necessitate and demand specific changes in and variations from the 2022 California Residential Code. Copies of the codes are filed in the office of the building official, and are adopted and incorporated as fully set out in this chapter, and the provisions thereof shall be controlling within the city limits.

15.79.025 Chapter 1, DIVISION II, Section R-104 "Duties and powers of the "Building Official", Subsection R104.6 "Right of entry" - Amended. Subsection R104.6 of the 2022 California Residential Code is amended to read as follows:

R104.6 Right of Entry. When necessary to make an inspection to enforce any of the provision of this code, or when the Authority Having Jurisdiction has reasonable cause to believe that there exists in any building or upon any premises a condition or code violation which make such building or premises unsafe, dangerous or hazardous, the Authority Having Jurisdiction, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code

15.79.30 Chapter 1. DIVISION II, Section R105 "Permits", Subsection R105.2 "Work exempt from permit - Building" - Amended. Chapter 1, DIVISION II, Subsection R105.2 of the 2022 California Residential Code is amended by adding the following Subsections 11 through 14:

- 11. Playground, gymnastic and similar equipment and structures used for recreation and athletic activities accessory to Group R Division 3 structures.
- 12. Repairs to lawfully existing Group R Division 3 structures and Group U occupancy structures accessory to Group R Division 3 structures constructed pursuant to a building permit which involves only the replacement of component parts or existing work completed with similar materials only

for the purpose of maintenance and do not affect any structural components or plumbing, mechanical or electrical installations. Repairs exempt from permit requirements shall not include any addition, change, or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements are:

- A. Painting and decorating including refinishing of exterior stucco finishes.
 - B. Installation of floor covering.
 - C. Cabinet work.
 - D. Outside paving on private property not within the public right-of-way.
 - E. Replacement of existing windows with no structural modification of the existing window opening.
13. Ground mounted satellite antennas not exceeding ten feet in diameter and roof mounted satellite antennas not exceeding eight feet in diameter.
14. Painted wall signs and styrofoam or other foam mounted wall signs.

15.79.040 Chapter 1, DIVISION II, Section R105 "Permits", Subsection R105.5 "Expiration" - Amended. Subsection R105.5 of the 2022 California Residential Code is amended to read as follows:

R105.5 Expiration. Every permit issued by the Authority Having Jurisdiction under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Authority Having Jurisdiction within twelve calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Authority Having Jurisdiction within each six-month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or a renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first twelve calendar months from the date of issuance, a renewal permit may be obtained provided that:
 - A. No changes have been made or will be made in the original plans and specifications for such work;
 - B. The expiration has not exceeded three years from the original issuance date;
 - C. The same edition of the California codes is in effect as used in the initial plan check;
 - D. A fee equal to one-half the amount required for a new permit is paid; and
 - E. The renewal permit shall expire three calendar years from the date of initial permit issuance.
 - F. Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.
2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:
 - A. No changes have been made or will be made in the original plans and specifications for such work;

- B. The expiration has not exceeded three years from the original issuance date;
 - C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one quarter the amount required for a new permit shall be paid;
 - D. A renewal permit shall expire three calendar years from the date of initial permit issuance.
3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewed permit may be obtained provided that:
- A. Construction in reliance upon the building permit has commenced and has been approved;
 - B. No changes have been made or will be made in the original plans and specifications for such work;
 - C. A fee equal to the full amount required for a new permit is paid except that where the Authority Having Jurisdiction determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.70.040.3 shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of A, B, and C as stated in subsection 15.70.040.3 are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of the time within which work under that permit may be continued when for good and satisfactory reasons, as determined by the Authority Having Jurisdiction , in his or her sole discretion , the permittee is unable to continue work within the time required by section 15.79.040. The Authority Having Jurisdiction may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.
5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.79.045 Chapter 1, DIVISION II. Section R105 "Permits". Subsection R105.7 "Placement of permit" - Amended. Subsection R105.7 of the 2022 California Residential Code is amended to read as follows:

R105.7 Placement of permit. The building permit or a copy, the inspection record, and the approved plans shall all be kept on site until the completion of the project. The inspection record is to be kept on the job unless removed by the building official.

15.79.050 Chapter 1. DIVISION II, Section R105 "Permits", Subsection R105.8.1 "Permit denial" - Added. Subsection R105.8.1 is added to the 2022 California Residential Code to read as follows:

R105.8.1 Permit denial. The Authority Having Jurisdiction may deny the issuance of a building permit on any property where there exists an unsafe or a substandard building as provided in the Chapters 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction, or where there exists a violation of the National City Municipal Code.

15.79.055 Chapter 1. DIVISION II. Section R108 "Fees". Subsection R108.2 - "Schedule of permit fees" - Amended. Subsection R108.2 of the 2022 California Residential Code is amended to read as follows:

R108.2 Schedule of permit fees. Permit fees, including plan review fees, shall be assessed in accordance with the current City of National City Fee Schedule.

15.79.060 Chapter 1. DIVISION II. Section R108 "Fees". Subsection R108.6 "Work commencing before permit issuance" - Amended. Subsection R108.6 of the 2019 California Residential Code is amended to read as follows:

R108.6 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition to a permit fee. When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.79.65 Chapter 1. DIVISION II, Section R109 "Inspections", Subsection 109.3.1 "Re-inspections" - Added. Subsection R109.3.1 is added to the 2022 California Residential Code to read as follows:

R109.3.1 Re-inspections. A re-inspection fee may be assessed for each inspection or re-inspection when any of the following occurs:

1. The portion of work for which the inspection was called is not complete or the corrections previously required and called for are not made;
2. Calling for an inspection before the job is ready for such inspection or re-inspection;
3. The inspection record card or the approved plans are not posted or otherwise available to the inspector;
4. Failure to provide access on the date for which the inspection is requested; or,
5. Deviating from the approved plans when such deviation or change required approval of the building official.
6. To obtain a re-inspection, the permittee shall file an application in writing on a form provided for that purpose and pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where a re-inspection fee has been assessed, no further inspections shall be performed until the fees have been paid.

15.79.070 Chapter 1. DIVISION II, Section R110 "Certificate of Occupancy". Subsection R110.4 "Temporary occupancy" - Amended. Subsection R110.4 of the 2019 California Residential Code is amended to read as follows:

R110.4. Temporary Certificate of Occupancy. Where a project or a major portion thereof is substantially complete and can be safely occupied, but practical difficulties delay completion of work, the building official may issue a Temporary Certificate of Occupancy for the use of a portion or portions of the building or structure prior to the completion of the entire project.

Prior to issuance of a Temporary Certificate of Occupancy, the premises shall be inspected by all affected city departments who shall prepare a list of work required to be completed and shall forward the list along with a recommendation for approval or disapproval of the issuance of a Temporary Certificate of Occupancy to the building official.

Upon receipt of a recommendation for approval from all affected city departments. The building official may prepare a Temporary Certificate of Occupancy granting temporary occupancy that shall include the following:

1. Work yet to be completed;
2. Maximum time allotted for completion of said work;
3. Property owner's signature and the signature of the contractor agreeing to complete the work within the prescribed time or vacate the premises upon order of the building

- official until such work is completed;
4. Evidence that a faithful performance bond has been posted if required by any affected city department; and
 5. A copy of the Temporary Certificate of Occupancy granting temporary occupancy shall be provided to all affected city departments.

15.79.75 Chapter 1. DIVISION II. Section R112 "Board of Appeals ". Subsection R112.1 "General" - Amended. Subsection R112.1 of the 2022 California Residential Code is amended to read as follows:

R112.1 Board of Appeals. In order to hear and decide appeals of orders, decisions , or determinations of the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals comprised of three (3) members who are qualified by experience and training to pass judgment on matters pertaining to construction , and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant, with a copy to the Building Official. Decisions of the Board may be appealed to the City Council by the appellant or by the Building Official within thirty (30) days of the decision of the Board by the filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' written notice of the time and place of the hearing on the appeal.

15.79.76 Chapter 1, Division II, Section 112 "Board of Appeals." Subsection R112.4 "Administration" - Added. Subsection R112.4 of the 2022 California Residential Code is added to read as follows

R112.4 Administration. The Building Official shall take immediate action in accordance with the decision of the board, unless such decision is appealed to the City Council.

15.79.080 Chapter 1. DIVISION II, Section R113 "Violations ", Subsection R113.1 "Unlawful acts" - Amended. Subsection R113.1 of the 2022 California Residential Code is amended to read as follows:

R113.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct , enlarge , alter, repair, move, improve, remove, convert or demolish, equip, use occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Violation of any provision of this code shall be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.79.082 Section R202 "Definitions," "Building Existing" - Amended. Section R202 Definitions "Building, Existing" of the 2019 California Residential Code is amended to read:

R202 Building, Existing. An "existing building" is a building erected prior to the adoption of the 2022 California Residential Code, or one for which a legal building permit has been issued. If more than fifty-percent of a structural roof or more than fifty-percent of all exterior walls are removed as part of a project, the building is not an existing building.

15.79.085 Chapter 1, DIVISION II, Section R319 "Site Addresses ", Subsection R319.1 "Address Identification" - Amended. Subsection R319.1 of the 2022 California Residential Code is amended to read as follows:

R319.1 Address Identification. Every principal building or structure within the incorporated limits of the City of National City shall be identified by a designated street number as issued by the National City Fire Department. Page 323 of 432

Approved numbers or addresses shall be placed on all new and existing buildings, adjacent to the principal entrance to the premises or at a point that is highly visible and legible from the street. If necessary, directional signs shall be posted showing proper access to the given address from a point where the Fire Department access roadway leaves the dedicated street to the entrance of each addressed building. All such numbers shall be Arabic numerals or alphabetical letters and shall be a minimum of 4 inches (102mm) high with a minimum stroke width of 0.5 inches (12.7mm), and shall be placed on a contrasting background.

15.72.090 Chapter 1, DIVISION II, Section R902 "Fire Classification", Subsection R902.1.3 "Roof Coverings in all other areas" - Amended. Subsection R902.1.3 of the 2022 California Residential Code is amended to read as follows:

R902.1.3 Roof Coverings in all other areas. The entire roof covering of every existing structure where more than fifty percent (50%) of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

15.79.095 Plan review fees. When plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged in accordance with the current City of National City Fee Schedule.

INTRODUCED At Regular Meeting of 7th day of February, 2023.

PASSED and ADOPTED this day of February, 2023.

Ron Morrison
Mayor

ATTEST:

Shelley Chapel, MMC
Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz,
City Attorney

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE 2022 CALIFORNIA FIRE CODE AND THE APPENDICES THERETO, ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE (TITLE 24, PART 9 OF THE CALIFORNIA CODE OF REGULATIONS), ADOPTING THE NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS, AND AMENDING CHAPTER 15.28 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts the 2022 California Fire Code, the 2022 California Building Standards Code (Title 24, Part 9 of the California Code of Regulations), and the Appendices thereto, and the National Fire Protection Association Standards except as amended in Chapter 15.28 of the National City Municipal Code.

Section 2. The City Council finds that, consistent with their findings adopted in 2013 under Ordinance No. 2019-2467, which findings are incorporated herein by reference, the amendments being made in this Chapter 15.28 are reasonably necessary because of local climatic, geological, or topographical conditions: namely, that the age of structures, separation and density create an increased risk of conflagration meriting more stringent standards. A copy of this ordinance shall be filed with the Office of the State Fire Marshal and the State Building Standards Commission. This action is taken pursuant to Health and Safety Code sections 17958.7 and 18941.5.

Section 3. The City Council of the City of National City hereby amends and deletes certain sections of the 2022 California Fire Code, based on local climatic, topographic, or geological conditions that justify deviating from that Code.

Section 4. The City Council of the City of National City hereby amends Title 15, Chapter 15.28 of the National City Municipal Code to read as follows:

**CHAPTER 15.28
CALIFORNIA FIRE CODE**

Sections:

- 15.28.002 Findings and declarations.
- 15.28.010 2022 California Fire Code - Adopted and Amended.
- 15.28.020 Establishment and duties of fire prevention bureau.
- 15.28.030 Definitions.
- 15.28.035 Chapter 55 "Cryogenic Fluids," Section 5504 "Storage," Subsection 5504.3 "Outdoor storage" - Amended.

- 15.28.040 Chapter 57 "Flammable and Combustible Liquids," Section 5704 "Storage," Subsections 5704.2.9.6.1 and 5706.2.4.4 "Locations where above-ground tanks are prohibited" - Amended.
- 15.28.050 Chapter 61 "Liquefied Petroleum Gases," Section 6104 Location of LP-Gas Containers," Subsection 6104.2 "Maximum capacity within established limits" - Amended.
- 15.28.060 Chapter 56 "Explosives and Fireworks," Section 5601 General" - Amended.
- 15.28.070 (Reserved)
- 15.28.080 Chapter 1 "Scope and Administration," Division II" Administration," Section 102.7 "Referenced Codes and Standards" - Amended.
- 15.28.085 Chapter 3 "General Requirements," Section 307 "Open Burning, Recreational Fires and Portable Outdoor Fireplaces, Subsection 307.4.1 "Bonfires" - Amended.
- 15.28.090 Chapter 3 "General Requirements," Section 307 "Open Burning, Recreational Fires and Portable Outdoor Fireplaces," Subsection 307.4.2 "Recreational Fires" - Amended.
- 15.28.100 Chapter 10 "Means of Egress," Section 1013 "Exit Signs," Subsection 1013.6.1 "Graphics" - Amended.
- 15.28.110 Chapter 57 "Flammable and Combustible Liquids," Section 5704 "Storage," Subsection 5704.3.3.9 "Idle Combustible Pallets" - Amended.
- 15.28.120 Chapter 5 "Fire Service Features," Section 503 "Fire Apparatus Access Roads," Subsection 503.2.7 "Grade," and Appendix Section D103.2 "Minimum Specifications," Subsection D103.2 "Grade" - Amended.
- 15.28.130 Chapter 5 "Fire Service Features," Section 503 "Fire Apparatus Access Roads," Subsection 503.6 "Security gates" - Amended.
- 15.28.140 Chapter 1 "Scope and Administration," Division II "Administration," Section 109, "Board of Appeals", Subsection 109.1, "Board of Appeals established" - Amended
- 15.28.150 New materials, processes or occupancies, which may require permits.
- 15.28.160. Chapter 1 "Scope and Administration, " Division II "Administration," Section 105 "Permits," Subsection 105.3.1 "Expiration" - Amended
- 15.28.170 Penalties.

15.28.002 Findings and declarations. The City Council of the City of National City, does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geographical and topographical conditions in the City of National City do reasonably necessitate and demand specific changes in and variations from the 2022 California Fire Code, which are noted in and made part of this chapter as authorized by Health and Safety Code Sections 17958.7 and 18941.5. These conditions result from the age and concentration of structures and the increased risk of conflagration spread as a result.

15.28.010 2022 California Fire Code - Adopted and amended. There is adopted by the City Council of the City of National City for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion and establishing a fire prevention bureau, the 2022 California Fire Code, and the appendices thereto , including both Administration Divisions I and II, published by the International Code Council and the California Building Standards Commission, and the National Fire Protection Association Standards (current edition) published by the National Fire Protection Association , save and except such portions as are hereinafter deleted, added, or amended . Within this chapter, those codes may be collectively referred to as the California Fire Code. One copy of this adopted code is on file in the office of the fire marshal of the City of National City. The code is adopted and incorporated as fully as if set out as length herein, and from the date on which this chapter shall take effect, shall be controlling within the limits of the City of National City.

A.28.20 Establishment and duties of fire prevention bureau.

- A. The California Fire Code shall be enforced by the fire prevention bureau in the fire department in the City of National City, which is established and shall be operated under the supervision of the chief of the fire department.
- B. The battalion chief/fire marshal in charge of the fire prevention bureau shall be appointed by the chief of the fire department of the City of National City.
- C. The director of emergency services may detail members of the fire department as inspectors as shall from time to time be necessary. The chief of the fire department shall recommend to the city manager of National City the employment of technical inspectors, who, when such authorization is made, shall be selected through an examination to determine their fitness for the same position.

15.28.030 Definitions.

- A. The word "jurisdiction" used in the 2022 California Fire Code means the City of National City.
- B. Whenever the words "chief of the bureau of fire prevention" are used in the California Fire Code, they shall be held to mean the fire marshal of the City of National City.
- C. Where reference to the Uniform Building Code, or Building Code, or any Nationally Recognized Standard is made, it means the currently adopted edition.
- D. Where the word "Administrator" is used in the California Fire Code, it shall be held to mean the city council of the City of National City. Whenever the term "City" is used, it means the City of National City.
- E. Where the term "corporation counsel" is used in the California Fire Code, it shall be held to mean the city attorney for the City of National City.
- F. "Fire authority having jurisdiction (FAHJ)" means the designated entity providing enforcement of fire regulations as they relate to planning, construction, and development. This entity may also provide fire suppression and other emergency services.
- G. Whenever the term "this code" is used, it means the 2022 California Fire Code as modified by the City of National City with the deletions, amendments, and additions contained in this chapter.
- H. Whenever the terms "chief", "fire chief", "chief of the fire department" are used, they mean the "director of the department of emergency services ".

15.28.035 Chapter 55 "Cryogenic Fluids," Section 5504 "Storage," Subsection 5504.3 "Outdoor storage" – Amended. Subsection 5504.3 of the 2022 California Fire Code is amended to read as follows:

5504.3 The Establishment of Limits for Storage of Flammable Cryogenic Fluids. The storage of flammable cryogenic fluids is prohibited in all areas within the City limits of National City, except within the following zones as established by the National City Land Use Code: MM and IM; Medium Manufacturing; MH and IH; Heavy Manufacturing ; MT-Tidelands Manufacturing .

15.28.040 Chapter 57 "Flammable and Combustible Liquids," Section 5704 "Storage," Subsections 5704.2.9.6.1 and 5706.2.4.4 "Locations where above-ground tanks are prohibited" - Amended. Subsections 5704.2 .9.6.1 and 5706 .2.4.4 of the 2022 California Fire Code are amended to read as follows:

5704.2.9.6.1, 5706.2.4.4 All areas within the city limits of the City of National City except for those areas zoned commercial or manufacturing, as established, defined, and set under the zoning regulations in Title 18 of the National City Municipal Code.

15.28.050 Chapter 61 "Liquefied Petroleum Gases," Section 6104 "Location of LP- Gas Containers." Subsection 6104.2 "Maximum capacity within established limits" – Amended. Subsection 6104.2 of the 2022 California Fire Code is amended to read as follows:

6104.2 All areas within the city limits of the City of National City, except for those areas zoned commercial or manufacturing, as established, defined, and set under zoning regulations in Title 18 of the National City Municipal Code.

15.28.060 Chapter 56 "Explosives and Fireworks," Section 5601 - Amended. Section 5601 of the 2019 California Fire Code is amended to read as follows:

5601 The permanent storage of explosives and/or fireworks shall be strictly prohibited within the city limits of the City of National City. Temporary storage may be allowed, by permit, during setup for excavation, demonstration, or other use, when in the opinion of the fire marshal, there are significant measures in place to ensure public safety.

15.28.070 (Reserved)

15.28.080 Chapter 1 "Scope and Administration," Division II "Administration," Subsection 102.7 "Referenced Codes" and Standards" - Amended. Subsection 102.7 of the 2022 California Fire Code is amended to read as follows:

102.7 The codes, standards, and publications adopted and set forth in this code, including other codes, standards and publications referred to therein are, by title and their most current edition, hereby adopted as standard reference documents of this code. When this code does not specifically cover any subject related to building design and construction, recognized fire engineering practices shall be employed. The National Fire Codes and the Fire Protection Handbook of the National Fire Protection Association are permitted to be used as authoritative guides in determining recognized fire-prevention engineering practices.

15.28.085 Chapter 3 "General Requirements," Section 307 "Open Burning, Recreational Fires and Portable Outdoor Fireplaces," Subsection 307.4.1 "Bonfires" - Amended. Subsection 307.4.1 of the 2022 California Fire Code is amended to read as follows:

307.4.1 Bonfires. Bonfires are strictly prohibited within the City Limits.

15.28.090 Chapter 3 "General Requirements." Section 307 "Open Burning, Recreational Fires and Portable Outdoor Fireplaces," Subsection 307.4.2 "Recreational Fires" - Amended. Subsection 307.4.2 of the 2022 California Fire Code is amended to read as follows:

307.4.2 Recreational Fires. Recreational Fires are strictly prohibited within the City limits.

15.28.100 Chapter 10 "Means of Egress," Section 1013 "Exit Signs." Subsection 1013.6.1 "Graphics" - Amended. Subsection 1013.6.1 of the 2022 California Fire Code is amended to read as follows:

1013.6 .1 Graphics. Every exit sign and directional exit sign shall have plainly legible letters not less than 6 inches (152 mm) high with the principal strokes of the letters not less than 0.75 inch (19.1 mm) wide. The word "EXIT" shall have letters having a width not less than 2 inches (51 mm) wide, except the letter "I," and the minimum spacing between letters shall not be less than 0.375 inch (9.5 mm). Signs larger than the minimum established in this section shall have letter widths, strokes, and spacing in proportion to the height.

The word "EXIT" shall be green in color and in high contrast with the background and shall be clearly discernible when the means of exit sign illumination is or is not energized. If a chevron directional indicator is provided as part of the exit sign, it shall be green in color, the construction shall be such that the direction of the chevron directional indicator cannot be readily changed.

15.28.110 Chapter 57 "Flammable and Combustible Liquids," Section 5704 "Storage," Subsection 5704 .3 .3 .9 "Idle Combustible Pallets" - Amended. Subsection 5704.3 .3.9 of the 2022 California Fire Code is amended to read as follows:

Idle Combustible Pallets. The storage of empty wooden or plastic pallets is prohibited, except as follows:

1. Outdoor Storage. Pallets may be stored outside of a building or in a detached building. Pallets shall not be stacked closer than 5 feet from any building.
2. Indoor Storage. Pallets shall not be stored indoors unless the premises are protected with an automatic fire sprinkler system in accordance with NFPA Standard 13, section titled Protection of Idle Pallets, except when both of the following conditions are met:
 - a. Pallets are stored no higher than 6 feet.
 - b. Each pallet pile of no more than 4 stacks shall be separated from other pallet piles by at least 8 feet of clear space and 25 feet from any commodity.

15.28.120 Chapter 5 "Fire Service Features," Section 503 "Fire Apparatus Access Roads," Subsection 503.2 .7 "Grade." and Appendix Section 0103.2 "Minimum Specifications." Subsection 0103.2 "Grade" – Amended. Subsection 503.2.7 and Appendix Subsection 0103.2 of the 2022 California Fire Code are amended to read as follows:

503.2 .7 and Appendix Subsection 0103 .2 Grade. The maximum permitted gradient for a fire apparatus access road shall not exceed 15%.

15.28.130 Chapter 5 "Fire Service Features." Section 503 "Fire Apparatus Access

Roads," Subsection 503 .6 "Security Gates" - Amended. Subsection 503.6 of the 2022 California Fire Code is amended as follows:

503.6 All gates or other structures or devices which could obstruct fire access roadways or otherwise hinder emergency operations are prohibited unless they meet standards approved by the Chief and receive Specific Plan Approval.

All automatic gates across fire access roadways and driveways shall be equipped with an approved key-operated switches overriding all command functions and opening the gate(s). Gates accessing more than four residences or residential lots, or gates accessing hazardous institutional, educational or assembly occupancy group structures, shall also be equipped with an approved emergency traffic control-activating strobe light sensor(s), or other devices approved by the Chief, which will activate the gate on the approach of emergency apparatus with a battery back-up or manual mechanical disconnect in case of power failure.

All automatic gates must meet fire department policies deemed necessary by the Chief for rapid, reliable access.

15.28.140 Chapter 1 "Scope and Administration." Division II "Administration." Section 111. "Means of Appeals", Section 111. 1. "Means of Appeals established" - Amended. Subsection 111.1 of the 2022 California Fire Code is amended as follows:

111.1 In order to hear and decide appeals of orders, decisions, or determinations made by the Fire Marshal relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals consisting of three (3) members who are qualified by experience and training to pass judgment on matters pertaining to hazards of fire, explosions, hazardous conditions and/or fire protection systems, and are not employees of the City. Board members shall serve at the pleasure of the City Council.

The board shall comply with Rosenberg's Rules of Order in conducting their business and shall render written decisions and findings to the appellant with a copy to the Fire Marshal. The Fire Marshal shall take immediate action in accordance with the decision of the Board, unless such decision is appealed to the City Council. Decisions of the board may be appealed to the City Council by the appellant or by the Fire Marshal within thirty (30) days of the decision of the Board, by the filing of a written notice of appeal with the Director of Emergency Services stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' written notice of the time and place of the hearing on the appeal.

15.28.150 New materials. Processes or occupancies. Which may require permits. The building and safety director, the chief of the fire department and the fire marshal shall act as a committee to determine and specify, after giving effected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits in addition to those now enumerated in said code. The fire marshal shall post such list in a conspicuous place in his/her office and distribute copies thereof to interested parties.

15.28.160 Chapter 1 "Scope and Administration." Division II "Administration," Section 105 "Permits". Subsection 105.3.1 "Expiration" - Amended. Subsection 105.3.1 of the 2022 Fire Code is amended as follows:

105.3.1 Expiration. Every permit issued by the Fire Authority Having Jurisdiction under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Fire Authority Having Jurisdiction within six calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection of work by the Fire Authority Having Jurisdiction within each six-month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first six calendar months from the date of issuance, a renewal permit may be obtained provided that:
 - A. No changes have been made or will be made in the original plans and specifications for such work.
 - B. The expiration has not exceeded three years from the original issuance date;
 - C. The same edition of the California codes is in effect as used is in the initial plan check;
 - D. A fee equal to one-half the amount required for a new permit is paid;
 - E. The renewal permit shall expire three calendar years from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:
 - A. No changes have been made or will be made in the original plans and specifications for such work;
 - B. The expiration has not exceeded three years from the original issuance date;
 - C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one-quarter the amount required for a new permit shall be paid; and
 - D. A renewal permit shall expire three calendar years from the date of initial permit issuance.
3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewal permit may be obtained provided that:
 - A. Construction in reliance upon the building permit has commenced and has

- been approved;
- B. No changes have been made or will be made in the original plans and specifications for such work; and
- C. A fee equal to the full amount required for a new permit is paid except that where the Fire Authority Having Jurisdiction determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.28.160(3) shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of subsections A., B., and C., as stated in subsection 15.28.160(3), are met.

- 4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of time within which work under that permit may be continued when, for good and satisfactory reasons as determined by the Fire Authority Having Jurisdiction in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.28 .160. The Fire Authority Having Jurisdiction may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.
- 5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment, if necessary, upon application for such relief by the permittee.

15.28.170 Penalties. Any person who shall violate any of the provisions of the 2022 California Fire Code adopted, or any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved is guilty of a misdemeanor.

INTRODUCED At Regular Meeting of 7th day of February, 2023.

PASSED and ADOPTED this day of February, 2023.

Ron Morrison
Mayor

ATTEST:

Shelley Chapel, MMC
Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz,
City Attorney



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California Establishing the Compensation of the Mayor and City Council

RECOMMENDATION:

Adopt an ordinance adjusting the Mayor and City Council compensation in accordance with City Council direction.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

As an election has occurred and resulted in elected officials beginning new terms of office, the City Council at its January 17th meeting discussed changes to their compensation. In accordance with *Government Code section 36516.5* changes to compensation must coincide with elections at which members begin a new term in office. Changes made to compensation outside this window will not be effective until the following term in office (in two years).

The last salary adjustment for Mayor and City Council occurred on February 21, 2017. The last salary adjustment set the base salary of the City Council at \$1,189.78 per month and the base salary of the Mayor at \$4,532.13 per month.

Compensation increases cannot exceed 5% per calendar year from the date of the last increase in compensation, *Government Code Section 36516(a)(4)*. An elected mayor, pursuant to *Government Code Section 36516.1*, may be provided with additional compensation to that which he/she receives as a councilmember. There are no limitations imposed on the amount of the Mayor's compensation.

At the January 17, 2023 City Council meeting, the City Council, in a 4 to 1 vote¹, directed staff to prepare an ordinance increasing their compensation by 30%. The 30% increase would increase City Council compensation to \$1,546.71 per month and the Mayor's compensation to \$5,891.77 per month. The proposed ordinance attached increases the salaries of the Mayor and City Council by 30%.

¹ Mayor Morrison voted against.

The proposed ordinance was introduced by the City Council for a first reading during the February 7, 2023 City Council Meeting. The City Council, in a 3 to 2 vote, directed staff to bring back the proposed ordinance for a second reading and adoption. Vice-Mayor Molina and Councilmember Bush voted against the proposed ordinance.

Should the City Council wish to amend the ordinance's provisions it will require re-introduction and adoption at a subsequent meeting. Delaying final adoption of the ordinance in this manner may raise issues regarding the timeliness of the action under applicable state law.

FINANCIAL STATEMENT:

An increase at the maximum 30% allowable by law will add approximately \$36,500 of new expenditures to the General Fund.

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:

Second Reading and Adoption

EXHIBITS:

Exhibit A - Ordinance

ORDINANCE NO. 2023 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ESTABLISHING THE COMPENSATION OF THE MAYOR AND CITY COUNCIL

BE IT ORDAINED by the City Council of the City of National City as follows:

Section 1. That the base monthly compensation for the City Council is established at \$1,546.71 per month, pursuant to the provisions of Sections 36516 and 36516.5 of the California Government Code.

Section 2. That the base monthly compensation for the Mayor is established at \$5,891.77 per month, pursuant to the provisions of Sections 36516.1 of the California Government Code.

PASSED and ADOPTED this 21st day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Library and Community Services
Prepared by: Joyce Ryan, Library & Community Services Director
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Approval of Agreement with EXOS Community Services LLC for Las Palmas Pool Operations

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Service Agreement between the City of National City and EXOS Community Services, LLC, to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On February 7, 2023, the City Council meeting agenda included this item for review and approval. At that meeting, Council voted to continue the item to a subsequent meeting in order to allow staff to present additional information regarding the operation of Las Palmas Pool by EXOS.

The proposed new agreement with EXOS includes a few modifications to the City's standard contract. These modifications include limiting EXOS's indemnity obligations to negligent performance of its obligations and the inclusion of a mutual liability cap. As EXOS provides world-class services on an international basis, and, as a much larger organization than it was in 2018, it can no longer assume the risks it has historically assumed under the prior contract. Given that EXOS's scope of work is limited to programming and the City is responsible for maintenance of the public facility the proposed modifications are reasonable.

BACKGROUND

Las Palmas Pool was dedicated in 1958 to serve the residents of National City. In 2011/12, City staff explored new avenues for pool operations. After exploring an option with the YMCA, City staff worked with Medi-Fit (which became EXOS) to become a community partner in operating the pool. EXOS Community Services, LLC has provided aquatics programs and services at Las Palmas Pool since 2015. They have continued in that role with the exception of a short period of closure due to COVID.

In 2018, Council approved a 5-year agreement with EXOS to operate Las Palmas Pool; this agreement was canceled in May 2020 due to COVID closures. City Council approved the most recent agreement with EXOS Community Services LLC on June 16, 2020, following this closure. City Council approved the First Amendment to the Agreement on June 15, 2021, extending the term of the agreement to June 30, 2022. The Second Amendment to the Service Agreement approved by City Council on June 21, 2022, extended the term to December 31, 2022.

On October 19, 2021, the City Council approved the emergency repairs to Las Palmas Pool. The pool widening project was approved on February 1, 2022, and the new Las Palmas Pool Wellness Center was approved at the February 15, 2022, meeting. During this time, EXOS staff have contributed valuable information and insight into pool operations, assisting staff and consultants with their knowledge.

Staff are anticipating the re-opening of the pool in Summer 2023. The continued service of EXOS will ensure a smooth transition to the new pool operation. Due to the pool widening, additional programming and revenue generation opportunities exist. Staff are recommending a longer agreement as this allows EXOS to better serve the community by providing consistent programming and competing for lifeguard staff during a nationwide lifeguard shortage.

COST COMPARISON

Although it is unlikely that the pool would be operated as a cost-neutral program, EXOS has worked with the City in order to reduce costs and increase revenues. The budget actuals for 2018-2022 are listed below. Please note that revenues were reduced in FY20 as a result of closure due to COVID. In addition, revenues were reduced in 2022, as the pool closed for a portion of the year, awaiting construction.

**Table 1
Las Palmas Pool/EXOS
Budget Actuals 2018-2022**

	2018	2019	2020	2021	2022
Expenditures	\$444,315	\$485,581	\$389,966	\$302,566	\$324,281
Revenues	\$232,033	\$230,495	\$131,652	\$339,139	\$160,589
Net Cost to City	\$212,282	\$255,086	\$258,314	(\$36,573) ¹	\$163,690

Although it may seem as though the costs could be reduced further, a rough sampling of local cities shows that expenditures are in line with what is experienced in other cities. Revenues at Las Palmas Pool are actually higher than those of some other cities. Please note that staffing expenditures in the table below do not include materials and supplies, training, maintenance, chemicals, or utility costs - this is for general comparison only.

**Table 2
Sampling of Municipal Pools
Expenditures/Revenues**

Municipality	Staffing ² Expenditures	Revenues	Net Cost	Notes
La Mesa	\$555,650	\$140,000	\$415,650	FY23 Projected
San Marcos	\$364,000	\$225,000	\$139,000	FY23 Projected
Poway	\$588,747	\$448,000	\$140,747	FY23 Approved Budget

In addition, staff also looked at the 14 municipal pools offered through the City of San Diego. Because of the number of facilities, staff can be scheduled at a number of different pools in order to meet staffing needs. Management costs are spread over the entire pool system, so they are given a separate line item. Please note that total costs include utility costs but do not include maintenance or chemicals expenditures. Revenues fluctuate at these facilities depending on the

¹ Many outdoor activity facilities experienced an anomalous increase in revenues due to COVID closures of indoor activities.

² Expenditure figures do not include pool maintenance, materials and supplies, training, uniforms, etc.

neighborhood, pool size, and joint-use agreements. For example, Ned Baumer pool has a joint use agreement with the local college and has three pools located at the center.

Table 3
City of San Diego Pools
Estimated Annual Budget FY23

Pool Facility	Staffing Expenditures	Total Costs (includes staffing costs)	Revenues	Net Cost
Allied Gardens	\$255,531	\$377,658	\$122,586	\$255,072
Bud Kearns	\$283,013	\$388,287	\$135,076	\$253,211
Carmel Valley	\$268,760	\$395,191	\$109,518	\$285,673
City Heights	\$295,529	\$378,551	\$79,796	\$298,755
Clairemont	\$293,636	\$433,142	\$137,157	\$295,985
Colina del Sol	\$174,070	\$228,678	\$14,803	\$213,875
Kearny Mesa	\$197,423	\$267,487	\$42,095	\$226,392
Memorial	\$248,702	\$373,636	\$61,177	\$312,459
MLK	\$186,652	\$237,724	\$33,769	\$204,955
Ned Baumer	\$350,035	\$526,230	\$224,239	\$301,991
Swanson	\$226,684	\$293,475	\$54,354	\$239,121
Tierrasanta	\$262,858	\$384,394	\$104,892	\$279,502
Vista Terrace	\$204,145	\$308,457	\$37,007	\$271,450
Standley	\$363,916	\$492,715	\$10,000	\$482,715
Management Costs	\$483,787	\$483,787	\$0	\$483,787
Totals	\$4,094,741	\$5,571,412	\$1,166,469	\$4,404,943

Staff conducted a surface examination of potential staffing costs for the operation of Las Palmas Pool. Below are rough figures for staffing Las Palmas Pool.

Table 4
Annual Estimate for Las Palmas Pool Staffing

Staffing		
Aquatics Manager ³	Salary + Benefits	\$117,091
Senior Lifeguards (5) ⁴	Based on \$18.56/hr	\$92,800
Lifeguards (15) ⁵	Based on \$18.39/hr	\$275,850
Total		\$485,741

In the table above, please note that current job classifications and salary schedules would need to be updated and approved. In addition, a new Full-time Aquatics Manager job classification would need to be created. Positions would need to be filled prior to the pool opening, and training

³ This position would need to be created. Salary is based on Recreation Superintendent job classification's lowest salary band.

⁴ Senior Lifeguard hourly rate is based on \$18.56 per hour (highest current step). This would need to be increased to compete with local area compensation. For example, City of San Diego recently approved a 30% increase to their Pool Guard II position, changing the hourly rate to \$21.93 - \$26.42.

⁵ Lifeguard hourly rate is based on highest current step rate of \$18.39 per hour. This salary would need to be increased to compete with local area compensation. City of San Diego recently approved a 30% increase to their Pool Guard I position, changing the hourly rate to \$19.98 - \$24.06.

of all staff would need to occur. Lifeguard positions are based on current practice at Las Palmas Pool of staffing with 20 lifeguards for optimal service. In addition, there are traditionally no union-represented positions at Las Palmas Pool. Past practice has seen the use of part-time or management staff only.

Staffing for local pools has become challenging in recent years. Recently, the City of Poway had to reduce the number of swim lessons provided by 65% from last year because they could not hire enough lifeguards for demand. The City of Poway is also considering hiring two full-time senior lifeguards to create some stability, reduce turnover, and grow employees from within. Two years ago, the City of Carlsbad created full-time lifeguards, and the City of San Diego is now hiring full-time lifeguards because staffing pools is so challenging.

Table 4 does not include costs for materials and supplies, training, equipment, uniforms, and program supplies. There is also no attempt at revenue numbers, as these are dependent on staffing and subsequent program offerings. In addition, the table also does not show the overhead costs for Human Resources, which would need to update job descriptions and salaries and recruit for the needed positions.

Staff Recommended Operator

EXOS Community Services has proved to be a valued community partner working with the City to operate and enhance aquatics services at Las Palmas Pool. Within the past five years, EXOS has offered the following programs to community members at minimal cost to residents:

- Lap Swim and Recreational Swim
- Learn to Swim classes (Group and Individual)
- GEX Aqua Classes
- Water Walking

EXOS Community Services is committed to being an exceptional community partner and works to create low-cost aquatics programming for our residents. EXOS' proposed budget for FY24 is attached as an exhibit to this staff report. With the increased size of the pool, opportunities for revenue will increase; however, revenues are shown with a conservative 5% increase in swim lessons and day passes. Revenues are based on a number of different streams, including lessons, day passes, Red Cross courses, and pool rentals. Table 5 below shows the current Council-approved fee schedule for Las Palmas Pool.

**Table 5
National City Las Palmas Pool Fees**

Activity	Age Group	Residents	Non-Residents
Lap & Recreational Swim (cost per session)	Youth (up to age 12)	\$1	\$3
	Adults (13 and over)	\$3	\$4
	Seniors (65 and over)	\$1.50	\$4
Lap & Recreational Swim (30 session pass)	Youth (up to age 12)	\$20	\$45
	Adults (13 and over)	\$45	\$60
	Seniors (65 and over)	\$30	\$45
GEX Aqua Classes	Adults (13 and over)	\$3	\$4
	Seniors (65 and over)	\$1.50	\$3
Group Swim Lessons			
4 Class Sessions	All Ages	\$20	\$28
5 Class Sessions	All Ages	\$25	\$35
6 Class Sessions	All Ages	\$30	\$42
7 Class Sessions	All Ages	\$35	\$49
8 Class Sessions	All Ages	\$40	\$56

Private Swim Lessons			
4 Class Sessions	All Ages	\$80	\$120
5 Class Sessions	All Ages	\$100	\$150
6 Class Sessions	All Ages	\$120	\$180
7 Class Sessions	All Ages	\$140	\$210
8 Class Sessions	All Ages	\$160	\$240

With the re-opening of the pool, EXOS will continue offering excellent service and quality programs to the community. In addition, the participant numbers will continue to grow as the pool widening has allowed for greater use of the facility. Therefore, staff is recommending that Council approve the agreement with EXOS Community Services to allow them to continue to operate Las Palmas Pool.

FINANCIAL STATEMENT:

Revenues and expenditures for pool operations were included in the FY23 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. Service Agreement Between City and EXOS Community Services
2. EXOS Community Services – Las Palmas Pool Budget FY23
3. EXOS Community Services Proposed Budget FY24
4. Second Amendment to Service Agreement Between City and EXOS Community Services for July 1, 2022 to December 31, 2022
5. Resolution

**SERVICE AGREEMENT BY AND BETWEEN
THE CITY OF NATIONAL CITY AND
EXOS COMMUNITY SERVICES LLC**

This Service Agreement (this “Service Agreement”) is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and EXOS COMMUNITY SERVICES, LLC, a New Jersey limited liability company (“EXOS”).

RECITALS

- A. The CITY owns the real property commonly known as Las Palmas Pool, located at 1800 East 22nd Street, National City, California (the “Premises”) as depicted in Exhibit “A.”
- B. EXOS is a privately-held fitness and wellness management and consulting company in the business of designing, managing, and operating all aspects of mixed-use health, fitness and aquatics centers similar to Las Palmas Pool.
- C. The CITY wishes to have EXOS operate the Las Palmas Pool with EXOS programs serving the local community.
- D. The CITY is responsible for repair and maintenance of the Premises, which includes improvements, landscaping, facility maintenance, janitorial maintenance, chemical maintenance and information technology. The City desires to engage EXOS to operate the Premises, which includes, personnel, programming, events and operating procedures and policies.

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

ARTICLE 1
TERM OF AGREEMENT

1.1 Term. The term of this Service Agreement shall be for the period beginning January 1, 2023 (the “Commencement Date”) and terminating on June 30, 2027.

1.2 Option to Extend Term. If EXOS is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.1, the City Council may extend the term upon mutual agreement between the parties. The CITY and EXOS may mutually agree to extend the term of this Service Agreement for up to two (2) additional five (5) year terms. The initial period, and any extension pursuant to this Article 1.2, shall collectively be referred to hereafter as the “Term.”

1.3 Transition Period. Should the CITY or EXOS not extend this Service Agreement pursuant to Article 1.2, EXOS will make every effort to transition operations to the CITY over the six (6) month period that precedes expiration of the Term.

ARTICLE 2 PREMISES AND PERSONAL PROPERTY

2.1 Facilities to be Operated. The CITY hereby engages EXOS to operate the Premises as of the Commencement Date. EXOS will operate the Premises for the benefit of the citizens of National City subject to the covenants and conditions set forth in this Service Agreement. Facilities to be operated include: (1) the Olympic-size pool; (2) the activity pool; (3) the locker rooms; (4) pump and storage rooms; (5) lobby; and (6) administrative offices (the “Facilities”). Upon completion of construction of the new proposed pool building, EXOS will operate the aquatic program and administration in the new building and may utilize sections of the old pool building as deemed appropriate by the CITY.

2.2 Ownership of Personal Property and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Premises shall be as follows:

2.2.1 Ownership of Personal Property. All of the CITY’s personal property not permanently affixed to the Premises, such as, but not limited to, furnishings, office equipment and supplies (“Personal Property”) shall remain the property of the CITY. All improvements existing on the Premises (“Improvements”), together with all fixtures permanently attached to the Premises (“Fixtures”), as of the Commencement Date shall remain the property of the CITY during the Term. EXOS shall not remove any Personal Property, Improvements, or Fixtures from the Premises, nor waste, destroy, or modify any Personal Property, Improvements, or Fixtures on the Premises. All new Improvements, together with all new Fixtures permanently attached to the Premises, after the Commencement Date shall remain the property of the CITY during the Term. EXOS shall not remove any of the CITY’s Personal Property, Improvements, or Fixtures from the Premises nor waste, destroy, or modify any Personal Property, Improvements, or Fixtures on the Premises.

2.2.2 Ownership of Improvements and Equipment. All of EXOS’s personal property not permanently affixed to the Premises shall remain the property of EXOS.

ARTICLE 3 PERMITTED USE

3.1 Permitted Uses. EXOS shall operate the Premises by providing for and facilitating the following proposed activities which may be amended or replaced periodically by agreement of the authorized representatives of the parties:

3.1.1 Open swim on Saturday and Sunday throughout the year and open swim seven (7) days a week during the months of June, July, and August. Open swim also during the National School District two (2) week fall break that occurs during September and October. In addition, consideration based on need will be given for an expanded open-swim schedule during the National School District two (2) week winter and spring breaks.

3.1.2 Learn to swim classes throughout the year based on community needs. The number of classes offered will increase during the months of June, July, and August. A variety of learn-to-swim classes for youth and adults with varying levels of experience will be offered. Cancellation of classes is permitted if enrollment is less than three (3) participants.

3.1.3 Aquatic exercise classes for various ages and abilities and offered based on community needs. Cancellation of classes is permitted if enrollment is less than five (5) participants.

3.1.4 Adult masters swim program with structured workouts provided by a certified coach.

3.1.5 Lap swimming offered, based on community needs.

3.1.6 Youth recreational and competitive swim program with structured workouts provided by a certified coach.

3.1.7 Facility rentals for athletic teams or clubs looking to use the Premises for practices or competitions. Facility rentals shall follow City Council Policy 801, Recreational Field and Sports Facility Rules and Regulations.

3.2 Hours of Service. EXOS may provide programming between the hours of 5:00 a.m. and 10:00 p.m. seven (7) days a week. Hours of service may be changed upon mutual, written agreement.

3.2 CITY Use. The City may use the Premises for special events, including National Night Out and Summer Movies in the Park. The CITY may use the Premises for up to ten (10) additional events or programs per year. Dates and times of such uses will be agreed upon by the CITY and EXOS.

3.3 Consideration. EXOS’s performance under this Service Agreement shall serve as the sole consideration due to the CITY for EXOS’s right to operate the Premises.

3.4 CITY Residents. Participants seeking day use of the Premises who prove to EXOS’s satisfaction that they are residents of the CITY shall not be required to become members of EXOS and shall be offered reduced resident rates.

ARTICLE 4 SERVICES

4.1 EXOS shall render the management services listed below (the “Services”) to the CITY for the on-site management and supervision of the Premises. The Services shall be performed in accordance with generally-accepted standards in the fitness and wellness management industry. The Services shall be performed in accordance with those requirements or restrictions as may be imposed by any governmental authority. EXOS shall provide the Services as follows:

4.1.1 EXOS shall formulate an annual budget in accordance with financial targets for net operating income/surplus and meeting agreed upon benchmarks. The budget shall be mutually agreed upon by the CITY and EXOS in February of each year.

4.1.2 EXOS shall endeavor to increase program participation through the development and execution of effective marketing and retention plans.

4.1.3 EXOS shall provide open swim, learn to swim classes, aquatic exercise classes, adult masters swim program, lap swim, facility rentals and other programs at affordable resident rates approved by the CITY.

4.1.4 EXOS shall endeavor to meet or exceed budgeted net operating income/surplus goals as set forth in the annual budget approved by the CITY. Financial results will be monitored by and reviewed with the CITY on a monthly, quarterly and annual basis.

4.1.5 EXOS shall provide annual reports to the City, each of which must contain the total number of (a) National City residents who participated in EXOS events; (b) all participants who participated in EXOS events; (c) events and programs coordinated; and (d) reservations and use by third parties, such as athletic teams, and any other pertinent statistics.

4.1.6 EXOS shall recruit, hire and employ, as employees of EXOS, all persons who will work at, or provide services to the Premises, managed by EXOS in furtherance of the CITY operations (all such persons being referred to herein, collectively as “Managed Personnel”). Salaries and other expenses of Managed Personnel will be charged to CITY as an operating expense only to the extent such Managed Personnel are actually employees of EXOS.

Both parties hereto in the performance of this Service Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither EXOS nor, to EXOS'S knowledge, EXOS'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 Service Agreement contemplates the personal services of EXOS and EXOS'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Service Agreement was, and is, the professional reputation and competence of EXOS and its employees. Neither this Service Agreement nor any interest herein may be assigned by EXOS without the prior written consent of the CITY. Nothing herein contained is intended to prevent EXOS from employing or hiring as many employees as EXOS may deem necessary for the proper and efficient performance of this Service Agreement. All agreements by EXOS with third parties shall require the third party to adhere to the applicable terms of this Service Agreement.

4.1.7 EXOS will manage personnel, facilities and programs/services in a manner consistent with the mission and values of the CITY. EXOS will provide personnel as it deems reasonably necessary to perform the Services set forth in this Service Agreement. Personnel will be trained by EXOS to properly perform the Services. When hiring for the general manager position, EXOS will present the CITY with general manager candidates for review prior to hiring. The CITY will have the right to disapprove of general manager candidates.

4.1.8 EXOS will establish and implement policies and procedures designed to operate the Premises in a manner that promotes safety, customer service and financial accountability.

4.1.9 EXOS will work closely with the CITY and the Community Services Department in designing and implementing effective and low cost program marketing campaigns, including community outreach to find programming opportunities. EXOS will develop and launch outdoor fitness and program initiatives.

4.1.9.1 Use by Others. EXOS may allow use of the Premises to other groups or organizations such as athletic teams and clubs. Any third party group users such as athletic teams and clubs shall be required to adhere to City Council Policy 801 Recreational Field and Sports Facility Rules and Regulations, to obtain a facility use permit from the CITY, and pay fees to the CITY for use of the Premises.

4.1.9.2 Social Media. EXOS shall be responsible for social media marketing for the Premises and will adhere to the City's Social Media Policy 01.13.

4.1.10 EXOS will develop and enhance measurement and analytics capabilities to help optimize revenue.

ARTICLE 5 EQUIPMENT

5.1 The CITY shall provide such items as office furniture and equipment, telephones, computers and software for the Premises. The CITY also agrees to, at its sole expense, maintain such equipment to the best of their ability. The CITY will consider the nature and priority of the maintenance and available funding to determine if and when such repairs and maintenance will be completed.

5.2 EXOS shall, provide general administrative supplies, marketing materials, and all aquatic-related exercise equipment, and safety and first aid equipment necessary for the operation of the Premises at the CITY'S sole cost and expense. The CITY shall pay for such supplies and materials within thirty (30) days of receipt of EXOS'S invoice therefor. EXOS shall prepare and distribute marketing materials and CITY shall assist with the distribution of marketing materials.

ARTICLE 6 UTILITIES

6.1 Utility Services. The CITY shall maintain utility services to the Premises. The CITY shall pay for all utilities costs necessary for EXOS' use and operation of the Premises during the Term. Utility services to the Premises include gas, water, electricity, trash, sewer charges and telephone. The CITY shall pay directly to the applicable utility company such charges, and EXOS shall have no obligation to pay for such utility services.

ARTICLE 7 REPAIRS; MAINTENANCE

7.1 CITY Repair and Maintenance Obligations. The CITY shall, at its own cost and expense, repair, maintain in good and tenable condition, ordinary wear and tear excepted, and replace, as necessary, the Premises. The CITY is responsible for all repair and maintenance including but not limited to, landscape maintenance, facility maintenance, and janitorial maintenance. The CITY shall work with EXOS to maintain public safety, hygiene and fire safety of the Premises. The CITY shall consider the nature and priority of the work and available funding to determine if and when such repairs and maintenance will be completed.

7.1.1 Landscape Maintenance. The CITY is responsible for all outdoor cleaning and landscape maintenance at the Premises.

7.1.2 Facility Maintenance. The CITY is responsible for all facility maintenance, including but not limited to, electrical, lighting, plumbing, pool chemicals, paint, flooring, HVAC systems, and heat and air conditioning.

7.1.3 Janitorial Maintenance. The CITY is responsible for all janitorial maintenance at the Premises, including but not limited to, routine cleaning of office, lobby, restrooms and locker rooms which includes waste removal, window cleaning, sweeping and mopping floors, and dusting and wiping counters and surfaces. The CITY will also stock janitorial items such as toiletries and cleaning supplies in all bathrooms located at the Premises. The CITY has the sole discretion to determine the frequency of janitorial maintenance and the amount of janitorial items stocked at the Premises.

7.1.4 Information Technology. The CITY is responsible for providing internet access, telephones and support services.

7.2 EXOS Repair and Maintenance Obligations. EXOS shall operate the Premises in a manner that promotes the safety and security of the public while EXOS personnel is on the Premises. Safety and security issues must be reported to the designated CITY contact promptly and EXOS personnel will endeavor to protect the safety and security of the public until the CITY can address the safety and/or security issue.

Except for normal wear and tear occurring in the ordinary course of business, EXOS agrees to repair or replace any damage or injury done to the Premises, or Personal Property, or any part thereof, caused by EXOS or EXOS'S agents or employees, at EXOS'S own cost and expense. If EXOS fails to make such repairs or replacements promptly, CITY may, at its option, make such repairs or replacements, and EXOS shall repay the cost thereof to the CITY within thirty (30) days of written demand. However, for any repair work, costing over Five Hundred and no/100 Dollars (\$500.00) to be performed by EXOS or EXOS's agents, EXOS shall not perform such repair work without the CITY's prior written consent. Any repairs or replacements in or to the Premises, other than repair work in emergency situations, which would require an expenditure exceeding Forty-Five Thousand and no/100 Dollars (\$45,000.00) and which constitute a "public project" under Section 20161 of the California Public Contract Code, shall be contracted for/by CITY and let to bid pursuant to those procedures described in National City Municipal Code Chapter 2.62.

7.3 CITY Right to Inspect. EXOS shall permit the CITY to enter the Premises at all times to inspect the Premises, provided, however, that such entry shall not unreasonably interfere with EXOS'S operation of the Premises. Nothing contained in this Article 7, however, shall be construed as creating any duty on the part of the CITY to do any work which, under any provision of this Service Agreement, EXOS may be required to do.

7.4 Prevailing Wages. EXOS shall pay prevailing wages if required by law for work performed on the Premises.

ARTICLE 8
FEES AND PAYMENT TERMS

8.1 Fees. The CITY shall pay EXOS a monthly base management fee, actual payroll and staffing expenses, and marketing and administrative costs as set forth in the annual budget approved by the CITY.

8.1.1 Base Management Fee. As compensation for the Services, the CITY shall pay EXOS a monthly base management fee (the “Base Management Fee”) for each month beginning January 1, 2023 in the amount of \$5,200 per month. Thereafter, the Base Management Fee shall increase by 5% at the beginning of each fiscal year. The Base Management Fee shall be invoiced on a monthly basis and shall be due thirty (30) days after receipt.

8.1.1.1 Learn to Swim Class. The Base Management Fee may increase by an amount not to exceed 10% of said fee during the five (5) months when the CITY provides the “Learn to Swim” classes to the National School District. Upon completion of the “Learn to Swim” classes the Base Management Fee will revert to the amount prior to commencement of the Learn to Swim classes.

8.1.2 Payroll and Staffing Expenses. EXOS shall recruit, hire and employ, as employees of EXOS, all persons who will work at, or provide services at the Premises. Monthly payroll and staffing expenses are estimated as set forth in the annual budget approved by the CITY and will be charged to the CITY as an operating expense only to the extent such Managed Personnel are actually employees of EXOS.

8.1.3 Marketing and Administrative Costs. EXOS shall provide such items as general administrative supplies and marketing materials necessary for the operation of the Premises. Monthly marketing and administrative costs are estimated as set forth in the annual budget approved by the CITY and the cost of the marketing materials and the administrative supplies shall be paid for by the City within thirty (30) days after receipt of an invoice setting forth the amount of such costs.

8.2 Payment Terms. At the end of each month during the Term, EXOS shall submit to the City an invoice for monthly operating expenses as agreed upon in the annual budget approved by the CITY.

8.2.1 Monthly Balance Payment. EXOS shall submit an invoice to the CITY after each month during which Services are rendered to the CITY. To the extent applicable, each

invoice will reflect the monthly Base Management Fee, actual payroll and staffing expenses, and actual marketing and administrative costs, together with all amounts payable to EXOS, as set forth in the annual budget approved by the CITY. EXOS shall also submit to the City supporting documents for payroll and staffing expenses, and marketing and administrative costs. Supporting documents may be, but are not limited to, copies of payroll and receipts for purchases.

8.5 Revenue Collected by EXOS. Revenue collected by EXOS for its programming of open swim, learn to swim, aquatic exercise classes, adult masters swim program, lap swim, youth recreational and competitive swim program, and facility rentals will be collected and handled by EXOS and deposited with the CITY. EXOS shall submit cash and credit card receipts to the CITY two (2) times per week or at any time the amount of cash at the Premises exceeds \$500.00.

8.6 Notwithstanding any other provision contained herein, in the event that CITY'S outstanding balance for fees and charges to EXOS is greater than ninety (90) days past due, EXOS will have the right to immediately and unilaterally terminate this Agreement.

8.7 The CITY shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the CITY hereunder.

ARTICLE 9 TAXES

9.1 Definition. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to EXOS's operation of the Premises, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Premises. EXOS recognizes and agrees that this agreement may create a possessory interest subject to property taxation and that EXOS may be subject to the payment of taxes levied on such interest. EXOS agrees to pay, before delinquency, all taxes, assessments and fees assessed or levied upon the Premises.

9.2 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against EXOS.

ARTICLE 10 INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE

10.1 EXOS's Indemnity. EXOS agrees to defend, indemnify and hold harmless the City of National City, its officers, 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, brought by a third-party , resulting from or arising out of EXOS’ established negligence in its (a) performance of or (b) failure to uphold its other obligations under this Service 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.

The indemnity, defense, and hold harmless obligations contained in this Article 10 shall survive the termination of this Service Agreement for any alleged or actual omission, act, or negligence under this Service Agreement that occurred during the term of this Service Agreement.

10.2 Limitation of Liability. NEITHER PARTY OR ITS AFFILIATES WILL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. NO ACTION ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF A PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION FIRST AROSE. THE TOTAL LIABILITY OF EACH PARTY AND ITS AFFILIATES ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED \$1,000,000; PROVIDED THAT FOR CLAIMS FOR INDEMNIFICATION UNDER SECTION 10.1, SUCH TOTAL LIABILITY WILL NOT EXCEED THE GREATER OF (A) SUCH AMOUNT AND (B) \$5,000,000. SUCH LIMITATIONS APPLY IN THE AGGREGATE TO ALL CLAIMS BY A PARTY AND ITS AFFILIATES, AGENTS AND PRINCIPALS. THE PARTIES ARE RELYING ON THE FOREGOING ALLOCATION OF RISK IN SIGNING THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.2, THE LIMITATIONS IN THIS SECTION 10.2 WILL NOT LIMIT THE RIGHT OF EXOS TO RECEIVE FEES PAYABLE UNDER THIS AGREEMENT.

10.3 Insurance. EXOS, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this Service Agreement, the following checked insurance policies:

- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.
- C. **Commercial General Liability Insurance, (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and

completed operations, property damage, bodily injury and personal & advertising injury, with minimum limits of \$5,000,000 per occurrence and \$10,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Service Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The Commercial General Liability required by this Section must include Sexual Misconduct Liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. For the avoidance of doubt, the CITY understands that part of the coverage limits hereunder shall be satisfied by EXOS’s excess umbrella policy. EXOS represents to CITY that its excess umbrella policy does not exclude coverage for Sexual Misconduct Liability.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of EXOS’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 Service Agreement.

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

E. The aforesaid policies shall constitute primary insurance, at least as broad as ISO CG 20 01 04 13, as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. EXOS shall endeavor to provide for thirty (30) days, but in no event later than forty-five (45) days, prior written notice to the CITY’s Risk Manager, at the address listed in Article 10. 3(G) below, of cancellation or material change.

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

G. The Certificate Holder for all policies of insurance required by this Article 10. 3 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 VIII according to the current Best’s Key Rating Guide, or a company 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 California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Service 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 EXOS does not keep all of such insurance policies in full force and effect at all times during the terms of this Service Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Service Agreement and terminate the Service 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. 3, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 11 TERMINATION

11.1 This Service Agreement may be terminated with or without cause by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to EXOS as provided for in this Service Agreement. Termination without cause shall be effective only upon 60-day's written notice to EXOS. EXOS shall perform all services in accordance with this Service Agreement during this 60-day period. This Service Agreement may also be terminated immediately, for cause, by the CITY in the event of:

- (a) a material breach of this Service Agreement;
- (b) a misrepresentation by EXOS in connection with the:
 - 1. formation of this Service Agreement;
 - 2. performance of services;
 - 3. the failure to perform services as directed by the CITY;
- (c) the filing of a petition in bankruptcy affecting EXOS;
- (d) a reorganization of EXOS for the benefit of creditors; or
- (e) a business reorganization, change in business name or change in business status of EXOS.

11.2 This Service Agreement may be terminated by EXOS by notice to the CITY, at any time if:

- (a) the CITY becomes insolvent or admits its inability to pay its debts generally as they become due;
- (b) the CITY becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not discussed or vacated within forty-five (45) days after filing;
- (c) the CITY is dissolved or liquidated or takes any action for such purpose;

- (d) the CITY makes a general assignment for the benefit of creditors; or
- (e) the CITY has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Within thirty (30) days of the termination of this Service Agreement, EXOS shall return to the CITY all property of the CITY, and EXOS shall remove from the Premises all property of EXOS at EXOS's sole cost and expense.

ARTICLE 12 HAZARDOUS MATERIALS

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

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

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

12.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

12.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

12.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

12.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or EXOS with respect to any third person under any Hazardous Materials Law.

12.3 EXOS Representations and Warranties. EXOS represents and warrants that, during the Term or any extension thereof, EXOS shall comply with the following provisions of this Section unless otherwise specifically approved in writing by CITY, subject to the terms and conditions of EXOS maintenance obligations provided elsewhere in this Service Agreement:

12.3.1 EXOS shall not cause or authorize any Hazardous Materials to be brought, kept or used in or about the Premises by EXOS, its agents, employees, assigns, contractors or invitees, except as required by EXOS's permitted use of the Premises in the normal course of operations;

12.3.2 Any handling, transportation, storage, treatment or usage by EXOS of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;

12.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Premises following the Commencement Date shall be promptly reported in writing to CITY;

12.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by EXOS in the Premises;

12.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by EXOS on the Premises without CITY's prior written consent;

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

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

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

(b) furnish either:

- (1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;
- (2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

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

ARTICLE 13 ASSIGNMENT

13.1 CITY's Consent Required. EXOS shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY'S prior written consent shall be void.

ARTICLE 14 DEFAULTS BY EXOS OR BY CITY; REMEDIES

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

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

14.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 14.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.

14.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 14.1.1 or 14.1.2, then the non-defaulting party may immediately terminate

this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

ARTICLE 15
DAMAGE OR DESTRUCTION

15.1 CITY Duty to Repair Casualty. If the Premises is damaged by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), the CITY may, in sole discretion, repair any damages to the Premises. The CITY may also repair, restore, and replace any damaged or destroyed Fixtures, Improvements or Personal Property in response to any Casualty loss. If the City does not repair any damage, and such damage renders the Premises inoperable, the City may terminate this agreement as provided in Article 11 (Termination). Application of this Article 15 is subject to the terms and conditions of EXOS' maintenance obligations provided elsewhere in this Service Agreement.

15.2 No Abatement. In the event of reconstruction, replacement or repair, EXOS shall continue its operations on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. EXOS shall not be entitled to any compensation or damages from the CITY for loss of use of the whole or any part of the Premises, EXOS's Personal Property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

15.3 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then EXOS shall have the right to terminate this Service Agreement upon thirty (30) day's prior written notice to CITY.

ARTICLE 16
EMINENT DOMAIN

16.1 Condemnation. EXOS may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Premises by delivery of written notice of such condemnation if:

- (a) If all of the Premises is taken under eminent domain proceedings; or
- (b) Less than all of the Premises is taken under such eminent domain proceeding and the part taken substantially impairs the ability of EXOS to use the remainder of the Premises for the purposes permitted by this Agreement.

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

16.2 Continuation of Service Agreement After Condemnation. If this Service Agreement is not terminated by EXOS, it shall remain in full force and effect as to any portion of the Premises remaining, and this Service Agreement will end as of the date possession of the part taken by the public entity as to the part of the Premises that is taken.

16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to EXOS for any award not provided by the condemning authority.

ARTICLE 17 SALE OR MORTGAGE BY CITY

17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of EXOS, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Premises (collectively referred to in this Article as a "Sale"). CITY shall provide to EXOS written notice of CITY intent to a Sale pursuant to this Article at least ninety (90) days prior to said proposed transfer.

17.2 Release on Sale. From and after a Sale of the CITY's entire interest in the Premises, upon payment of all amounts due or owing to EXOS, the CITY shall be released from all liability to EXOS and EXOS successors and assigns arising from this Agreement because of any act, occurrence or omission of the CITY occurring after such Sale.

ARTICLE 18 SUBORDINATION; ATTORNMENT

18.1 Subordination. This Service Agreement is and shall be junior, subject, and subordinate to:

- (a) any existing or future permits or approvals issued by the United States of America or any local, State or federal agency affecting the control or operation of the Premises. EXOS shall be bound by the terms and provisions of any such permit or approval.
- (b) all mortgages, deeds of trust, and other security instruments of any kind covering the Premises, or any portion thereof, as of the Commencement Date of this Service Agreement.

This Article shall apply to the parties without the necessity of any other document being executed and delivered by EXOS.

ARTICLE 19
CITY'S RIGHT OF ACCESS

19.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Premises at any time, with or without notice to EXOS, to:

- (a) respond to health and safety concerns;
- (b) inspect the Premises and Improvements;
- (c) determine whether EXOS is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws);
- (d) post notices of non-responsibility or similar notices;
- (e) inspect the progress of construction of any improvement;
- (f) make repairs that this Agreement requires or allows CITY to make; or
- (g) make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises

All work enumerated in this Article 19 must be done as promptly as reasonably possible and so as to cause as little interference to EXOS as reasonably possible.

ARTICLE 20
NOTICES

20.1 Notices. Whenever in this Service Agreement it shall be required or permitted that notice or demand be given or served by either party to this Service Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY: City of National City
 Attention: Brad Raulston, City Manager
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4301

EXOS: EXOS
Attention: Dan Burns, Chief Executive Officer and
Marc Mandel
25 Hanover Road
Building A, Suite 104
Florham Park, New Jersey 07932

ARTICLE 21
NONDISCRIMINATION

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

ARTICLE 22
RECORDS, ACCOUNTS AND AUDITS

22.1 EXOS Duty to Keep Records. EXOS shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Service Agreement, keep or cause to be kept, true and complete, in all material respects, books, records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. The books, records and accounts must be supported by source documents such as sales slips, cash register tapes, purchase invoices or other pertinent documents.

22.2 CITY's Right to Audit. The CITY shall have the right, no more than two (2) times per year, at any reasonable time, upon reasonable notice, to examine and perform audits of EXOS's records pertaining to its operations on the Premises. The cost of said audits shall be borne by the CITY, except that EXOS shall provide to the CITY, at EXOS's expense, necessary data to enable CITY to fully comply with each and every requirement of the State of California or by the United States of America ("Regulatory Authority") for information or reports relating to this Service Agreement and to EXOS's use of the Premises. Notwithstanding anything to the contrary in this Article, EXOS must permit an audit of the records described in this Article if the CITY is required to perform such an audit at the direction of a Regulatory Authority.

ARTICLE 23

Service Agreement
October 18, 2022

Page 19 of 24

City of National City

and EXOS COMMUNITY SERVICES LLC

ADMINISTRATIVE PROVISIONS

23.1 Authority. EXOS represents and warrants that it has full power and authority to execute and fully perform its obligations under this Service Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Service Agreement on behalf of EXOS is the duly designated agent of EXOS and is authorized to do so.

23.2 Captions. The captions and headings appearing in this Service Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Service Agreement.

23.3 CITY Approval. Except where stated herein to the contrary, the phrases “CITY approval,” and “CITY written approval” or such similar phrases shall mean approval of the City Manager or Deputy City Manager of National City or said person’s representative as authorized by said person in writing.

23.4 Compliance with Laws. EXOS, at its sole expense, shall procure, maintain and hold available for the CITY’s inspection, any governmental license or permit required for the proper and lawful conduct of EXOS operation of the Premises. The CITY shall pay all costs of the County of San Diego and the Department of Environmental Health to obtain any environmental health permits needed to operate a pool. EXOS shall not use the Premises for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders or requirements of the State of California, the County of San Diego, the CITY, or of other lawful authorities. EXOS shall, at its expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term, regulating the use by EXOS of the Premises.

23.4.1 Cannabis Cultivation Prohibited. Notwithstanding any other provision in this Agreement, or in this Article 23, EXOS shall neither: (a) cultivate; (b) allow the cultivation of; (3) sell; nor (4) allow the sale of cannabis at the Premises.

23.5 Cumulative Remedies. In the event of a default under this Service Agreement, each party’s remedies shall be limited to those remedies set forth in this Service Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Service Agreement to which the non-defaulting party may be entitled.

23.6 Entire Agreement. This Service Agreement, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

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

Exhibit A: Depiction of Las Palmas Pool

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

23.9 Governing Law. This Service Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

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

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

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

23.14 Partial Invalidity. If any provision of this Service Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

23.15 Successors & Assigns. This Service Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. EXOS shall not assign this Service Agreement to any other party unless approved in writing by CITY.

23.16 Time of Essence. Time is of the essence of each and every provision of this Service Agreement.

23.17 Waiver. No provision of this Service Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

23.18 Alcohol. Consumption of alcohol on the Premises is prohibited.

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

{Signature page to follow.}

**CITY OF NATIONAL CITY
(CITY)**

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

Barry J. Schultz
City Attorney

**EXOS COMMUNITY SERVICES, LLC
(EXOS), a New Jersey limited liability
company**

*(Corporation – signatures of two corporate
officers required.)*

DocuSigned by:
By: Bill Bourque
BAE85FEDF6A0433...
(Name)

Bill Bourque

(Print)

Chief operations officer

(Title)

DocuSigned by:
By: Trevor Vigfusson
489AFE5A2BA245F...
(Name)

Trevor Vigfusson

(Print)

CFO - EXOS

(Title)

EXHIBIT A
DEPICTION OF THE PREMISES
(PRIOR TO CONSTRUCTION)



Las Palmas Pool Budget	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023	Budget Q1/2 Fiscal 22/23
	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Expenses													
Payroll and Staffing Expenses													
Salary-Managers	5,350.00	5,350.00	5,350.00	5,350.00	5,350.00	5,350.00	6,800.00	5,700.00	5,700.00	5,700.00	5,700.00	5,700.00	\$32,100.00
Wages-Guards for lap/recreational swim	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00	8,000.00	\$16,000.00
Wages-Administrative staff for recreational swim/public access	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	\$9,000.00
Wages- Swim Lessons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00	6,000.00	\$14,000.00
Wages- Masters	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	850.00	850.00	850.00	\$2,550.00
Wages-Swim Team	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Wages-Courses/Certification/Clinics	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00	750.00	750.00	\$2,250.00
Wages-Guards for Sweetwater Unified High School District programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,250.00	1,250.00	0.00	\$2,500.00
Wages-Guards for Rental Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,400.00	1,400.00	1,400.00	\$4,200.00
Wages-Aquatic Group Exercise Classes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	850.00	850.00	850.00	\$2,550.00
Payroll Burden-24% of payroll	1,284.00	1,284.00	1,284.00	1,284.00	1,284.00	1,284.00	1,632.00	1,368.00	1,368.00	5,232.00	5,232.00	6,372.00	\$28,908.00
Sub-Total	6,634.00	6,634.00	6,634.00	6,634.00	6,634.00	6,634.00	8,432.00	7,068.00	7,068.00	27,032.00	27,032.00	32,922.00	\$114,058.00
Marketing and Administrative Costs													
Adv & Mktg-Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	300.00	300.00	300.00	\$950.00
Dues & Membership	215.00	215.00	215.00	215.00	215.00	215.00	215.00	300.00	300.00	200.00	200.00	200.00	\$2,705.00
Meeting Expense (manadatory monthly staff meetings)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	500.00	500.00	500.00	\$2,500.00
Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	\$1,000.00
Locker Room Supplies/Janitorial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	\$300.00
Office Supplies & Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	250.00	150.00	150.00	150.00	\$1,200.00
Travel-Mileage Reimbursement/Parking/Tolls	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	40.00	40.00	\$120.00
Program Supplies & Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	300.00	300.00	300.00	\$1,400.00
Sub-Total	215.00	215.00	215.00	215.00	215.00	215.00	215.00	1,800.00	2,100.00	1,590.00	1,590.00	1,590.00	\$10,175.00
Base Management Fee	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	\$35,555.00
Sub Total Expenses	8,214.00	8,214.00	8,214.00	8,214.00	8,214.00	8,214.00	10,012.00	14,068.00	14,368.00	33,822.00	33,822.00	39,712.00	\$195,088.00

July-December= 49,284.00 January-June= 145,804.00

Revenue Targets:	
Swim Lessons	\$25,000
Public Swim (Group Ex, Lap Swim, Rec Swim)	\$7,500
Red Cross Trainings	\$6,000
Rentals	\$12,000
Total Revenue Target	50,500.00

National City Las Palmas Pool Operating Proforma FY 2024

	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	Total
Revenue													
American Red Cross Courses	\$1,765.00	\$1,210.00	\$357.50	\$1,526.88	\$1,526.88	\$1,587.95	\$1,587.95	\$470.00	\$947.50	\$3,478.80	\$1,281.80	\$3,003.00	\$18,743.25
Masters Swimming	\$422.30	\$468.65	\$51.50	\$283.25	\$252.35	\$56.65	\$247.20	\$154.50	\$216.30	\$329.60	\$324.45	\$272.95	\$3,079.70
Day Passes	\$8,598.69	\$6,276.15	\$3,956.33	\$1,495.33	\$1,150.00	\$224.54	\$780.74	\$799.80	\$1,195.95	\$1,283.63	\$1,166.58	\$4,934.84	\$31,862.56
30-Day Passes	\$2,653.56	\$2,797.20	\$2,251.28	\$1,433.53	\$834.30	\$478.95	\$1,236.00	\$1,205.10	\$1,284.15	\$1,758.75	\$1,312.50	\$4,935.60	\$22,180.92
Swim Lessons - Private	\$4,003.27	\$1,939.84	\$2,519.38	\$1,714.95	\$360.50	\$721.00	\$206.00	\$128.75	\$988.80	\$2,121.80	\$1,369.90	\$3,419.60	\$19,493.79
Swim Lessons- Group	\$15,160.06	\$13,064.94	\$8,550.03	\$6,343.77	\$154.50	\$309.00	\$1,149.48	\$2,551.83	\$4,305.40	\$10,259.06	\$8,594.84	\$13,699.26	\$84,142.15
Pool Rental	\$13,474.20	\$4,259.52	\$4,497.32	\$2,570.40	\$2,249.10	\$2,249.10	\$5,422.32	\$3,663.84	\$2,708.10	\$6,928.35	\$1,927.80	\$5,945.58	\$55,895.63
Pro-Shop	\$663.32	\$704.12	\$409.73	\$490.28	\$95.79	\$50.00	\$50.00	\$50.00	\$79.31	\$109.18	\$52.53	\$201.63	\$2,955.90
Learn to Swim Program (3rd Grade)				\$15,000.00	\$15,000.00	\$15,000.00							\$45,000.00
Total Revenue	\$46,740.40	\$30,720.42	\$22,593.07	\$15,858.38	\$6,623.41	\$5,677.19	\$10,679.69	\$9,023.81	\$11,725.51	\$26,269.16	\$16,030.40	\$36,412.46	\$283,353.90
Operating Expenses													
Staffing Costs- Wages	\$30,200.00	\$27,700.00	\$27,950.00	\$25,450.00	\$21,700.00	\$18,700.00	\$18,950.00	\$20,950.00	\$24,450.00	\$24,950.00	\$27,450.00	\$30,450.00	\$298,900.00
Payroll Burden	\$7,248.00	\$6,648.00	\$6,708.00	\$6,108.00	\$5,208.00	\$4,488.00	\$4,548.00	\$5,028.00	\$5,868.00	\$5,988.00	\$6,588.00	\$7,308.00	\$71,736.00
Management Fee	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$62,400.00
Meeting Expense (Staff Meetings In Service)	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$4,000.00
Adv & Marketing - Other	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,800.00
Dues & Membership	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
Uniforms	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$2,000.00
Office/ Program Supplies & Expenses	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,800.00
Travel- Mileage Reimbursement/ Parking/ Tolls	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$200.00
Total Expenses	\$43,248.00	\$40,048.00	\$41,358.00	\$38,258.00	\$32,608.00	\$29,888.00	\$29,198.00	\$31,678.00	\$37,018.00	\$37,638.00	\$39,738.00	\$44,558.00	\$445,236.00

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
EXOS COMMUNITY SERVICES, LLC.**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 21st day of June, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and EXOS Community Services, LLC, a New Jersey limited liability company (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY and the CONTRACTOR (collectively referred to as the "parties") entered into an Agreement on July 18, 2020 ("the Agreement"), wherein the CONTRACTOR agreed to provide open swim, learn-to-swim classes, learn-to-swim classes for third grade students in the National School District, aquatic exercise classes, lap swimming, and facility rentals for athletic teams or clubs at Las Palmas Pool, located at 1800 East 22nd Street, National City, CA 91950; and

WHEREAS, originally Article 2, Length of the Agreement, established the term of the Agreement as July 18, 2020 through June 30, 2021; and

WHEREAS, on June 15, 2021, the parties agreed to the First Amendment of the Agreement ("First Amendment") allowing the parties to mutually agree to extend the Agreement for up to two (2) additional one-year terms. In the First Amendment, the parties agreed to use the first of the additional one-year terms to amend Article 2, Length of the Agreement to extend the term of the Agreement to July 1, 2021 through June 30, 2022; and

WHEREAS, the parties again desire to amend Article 2, Length of the Agreement, to extend the term of the Agreement to July 1, 2022 through December 31, 2022.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The City and EXOS hereby replace Exhibit B ("2021-2022 Las Palmas Pool Budget") to the Agreement, in its entirety, with the attached Exhibit B ("July 2022 – December 2022 Las Palmas Pool Budget"), which revises the payroll and staffing expenses, marketing and administrative costs, and monthly base management fee.

2. Length of Agreement. Pursuant to Article 2 of the First Amendment, the City and EXOS hereby agree to amend Article 2 of the Agreement to again extend the Agreement by six (6) months, through December 31, 2022.

3. Compensation. The CITY and the CONTRACTOR hereby agree that, effective as of the date of this Second Amendment to the Agreement, Section 3 of the Agreement is hereby amended as follows: The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed a total cost of \$50,000. The compensation for CONTRACTOR'S Services shall be based upon and not exceed the rates set forth in Exhibit B ("2022-2023 Las Palmas Pool Budget"), which is attached hereto without prior written authorization from the CITY.

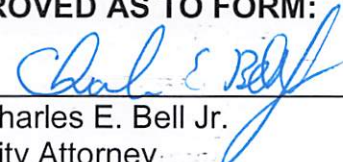
4. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 18, 2020 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

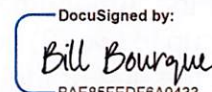
By: 
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

By: 
Charles E. Bell Jr.
City Attorney

EXOS COMMUNITY SERVICES, LLC

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

By: 
BAE85EEDF6A0433...
(Name)

Bill Bourque
(Print)

chief operations officer
(Title)

By: 
F2B958B590D847A...
(Name)

Marc Mandel
(Print)

SVP, General Counsel
(Title)

Exhibit B
July 2022 - December 2022
Las Palmas Pool Budget

Las Palmas Pool Budget	2022	2022	2022	2022	2022	2022	Budget Q1/2 Fiscal 22/23
	July	August	September	October	November	December	Totals
Expenses							
<i>Payroll and Staffing Expenses</i>							
Salary-Managers	5,350.00	5,350.00	5,350.00	5,350.00	5,350.00	5,350.00	\$32,100.00
Wages-Guards for recreational swim and lessons*	0.00	0.00	0.00	0.00			\$0.00
Wages-Administrative staff for recreational swim/public access	0.00	0.00	0.00	0.00			\$0.00
Wages- Masters	0.00	0.00	0.00	0.00			\$0.00
Wages-Swim Team	0.00	0.00	0.00	0.00			\$0.00
Wages-Courses/Certification/Clinics	0.00	0.00	0.00	0.00			\$0.00
Wages-Guards for Sweetwater Unified High School District programs	0.00	0.00	0.00	0.00			\$0.00
Wages-Guards for Rental Groups	0.00	0.00	0.00	0.00			\$0.00
Wages-Aquatic Group Exercise Classes	0.00	0.00	0.00	0.00			\$0.00
Payroll Burden-24% of payroll	1,284.00	1,284.00	1,284.00	1,284.00	1,284.00	1,284.00	\$7,704.00
Sub-Total	6,634.00	6,634.00	6,634.00	6,634.00	6,634.00	6,634.00	\$39,804.00
<i>Marketing and Administrative Costs</i>							
Adv & Mktg-Other	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Dues & Membership	215.00	215.00	215.00	215.00	215.00	215.00	\$1,290.00
Meeting Expense (manadatory monthly staff meetings)	0.00	0.00	0.00	0.00			\$0.00
Uniforms	0.00	0.00	0.00	0.00			\$0.00
Locker Room Supplies/Janitorial	0.00	0.00	0.00	0.00			\$0.00
Office Supplies & Expenses	0.00	0.00	0.00	0.00			\$0.00
Travel-Mileage Reimbursement/Parking/Tolls	0.00	0.00	0.00	0.00			\$0.00
Program Supplies & Expenses	0.00	0.00	0.00	0.00			\$0.00
Sub-Total	215.00	215.00	215.00	215.00	215.00	215.00	\$1,290.00
<i>Base Management Fee</i>	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	\$8,190.00
Sub Total Expenses	8,214.00	8,214.00	8,214.00	8,214.00	8,214.00	8,214.00	\$49,284.00

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND EXOS COMMUNITY SERVICES, LLC, TO PROVIDE AQUATIC PROGRAMS AND SERVICES AT LAS PALMAS POOL LOCATED AT 1800 EAST 22ND STREET IN NATIONAL CITY.

WHEREAS, EXOS Community Services, LLC, has provided aquatics programs and services at Las Palmas Pool since 2015; and

WHEREAS, Las Palmas Pool is undergoing extensive renovation and should be re-opened to National City residents in Summer 2023 with full aquatic programs and services; and

WHEREAS, EXOS Community Services LLC is prepared to create programming and enhance revenue generation due to opportunities provided by the widened pool; and

WHEREAS, the parties again wish to enter into an Agreement to provide aquatics programs and services by entering into a Service Agreement for the term from January 1, 2023 to June 30, 2027.

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 a Service Agreement between the City of National City and EXOS Community Services, LLC, to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street.

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 21st day of February, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, Interim City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Housing Authority
Prepared by: Carlos Aguirre, Housing Director
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

City Council discussion and direction regarding revisions to City Council Policy #901 Management of Real Property (Sale, Lease, Rental, Surplus) with the intent to expand homeownership opportunities on City-owned parcels.

RECOMMENDATION:

Provide direction to staff on potential revisions to City Council Policy #901

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Councilmember Rodriguez submitted a City Council Policy #105 request on the Agenda for the Regular City Council meeting on February 7, 2023. The request was to review and discuss City Council Policy # 901 Management of Real Property (Sale, Lease, Rental, Surplus) at the next regularly scheduled City Council meeting with the intent to expand homeownership opportunities within City-owned Properties. Staff will provide a presentation on historic and present homeownership programs and projects in National City, market data and trends affecting the feasibility of homeownership development, and potential policies that can prioritize and promote the development of homeownership projects on City-owned property. Upon direction from City Council, staff would come back to the City Council at a future date with proposed changes to the Policy and other recommended policy actions to consider that could further incentivize homeownership development in National City.

FINANCIAL STATEMENT:

Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community 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 A – City Council Policy No. 901

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: January 22, 2019

Background:

The City of National City is owner of substantial real property which is used for various municipal purposes. As public service needs change, the requirements for these properties may be revised and, on occasion, certain parcels may be in excess of the City's current need. This requires that each individual site be reviewed in terms of its potential for future public use, as well as its potential economic benefit to the City.

The proceeds from the sale and lease of City-owned lands and the revenues generated from leases are normally utilized for General Fund purposes unless the property sold or leased belonged to a restricted program.

Purpose:

It is the purpose of this policy 1) to establish a procedure by which unused and marginally used City-owned real estate is reviewed for its potential public use, and for designating unneeded parcels for lease or sale; 2) to provide methodology for the sale or exchange of City-owned real estate and 3) to establish policies for the leasing of City-owned real property.

Policy:

It is the City's policy to manage its real estate assets so that municipal needs which rely on these assets may be properly implemented. It is not the City's policy to speculate in real estate. The City Council will review City-owned real estate not used for municipal purposes and determine the appropriate use of the property. Those properties not needed for either City or public use within the foreseeable future, may be made available for lease or sale.

The City shall optimize the sale price or lease rent from City-owned real estate based on relevant factors, including 1) an appraisal reflecting current market value when either a transaction or authorization to sell or lease is presented to the City Council, 2) prevailing economic conditions and market trends, and 3) any special benefits to accrue from the sale or lease.

The City shall seek market value for its properties. Discounts will not be negotiated unless an extraordinary need or circumstance is recognized by Council Resolution setting forth the amount of the discount from appraised value and the public purpose served in justification of the discount.

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ADOPTED: June 19, 1984	AMENDED: January 22, 2019

City staff under the direction of City Manager shall prepare and present to the City Council a comprehensive Property Management Plan with periodic reviews as needed, and updates to the City Council. The Property Management Plan shall include an overall review of the City's real estate portfolio (or inventory), an operating plan for corporate property, a disposition plan for surplus property, market research to support anticipated transactions and a request for authority to act within defined parameters (as described in this policy).

The major elements of the property management plan are to include:

- Property evaluation and characterization of real estate assets
- Strategy for City occupied real estate
- Investment Portfolio Plan (leases to for-profit tenants)
- Review of not-for-profit leases
- Disposition Plan for surplus assets
- Business Case development review to support proposed transactions
- Legal document development and review

Procedure for sale of City owned Real Estate:

A. Real Estate Review

As part of an overall property management plan for the City's real estate assets, staff will review the City's property inventory to determine which properties are no longer needed for public facilities or to support the elements of the General Plan and whose disposition will provide a greater public benefit.

A City-owned property may become available for sale if:

- The property is not currently used by the City or does not support a municipal function.
- The property is vacant and has no foreseeable use by the City.
- The property is a non-performing or under-performing asset and greater value can be generated by its sale.
- Significant economic development opportunities can be generated by selling the property.

Factors to be considered in determining whether a property should be sold include:

- Will the City be relieved of potential liabilities and/or cost of maintaining property that does not generate income or provide public benefit?
- Property tax increment that will be created by returning the properties to the tax rolls.

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ADOPTED: June 19, 1984

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- Stimulation of the economy by providing opportunities for private sector investment.
- Generation of revenue.
- The sale of the property will generate greater economic value than a ground lease, if a ground lease is a feasible option.

B. Governmental Clearance Process

Government Code Section 54222 requires that a local agency proposing to dispose of surplus property must first notify all governmental agencies operating within the City as to the availability of the property. The agencies are given 60 days to respond with an intent to acquire, if not, the property may be deemed cleared for public sale.

Regarding the list of properties for sale:

- Governmental agencies are regularly contacted as the surplus list is updated.
- City departments are individually contacted as the surplus list is updated.
- Council members are given a preliminary review and opportunity to comment on foreseeable uses for the property.

C. Approval Process

- City-owned properties that have been identified by the City Manager as candidates for sale will be presented to the City Council for approval to be sold. If a property is of a type and location that would make a ground lease feasible, an economic analysis of the benefits of lease vs. sale will be conducted.
- If City Council determines that the property may be sold, it shall authorize City Manager to sell the property for a price equal to or greater than a minimum price established by a current (less than six months old) appraisal. The authorization to sell the property will be valid for twelve months from the date of City Council action.
- The City Manager or designee may enter into purchase and sale agreements, close escrows and execute and deliver grant deeds to the purchasers of the properties at prices equal to or greater than the minimum price approved by City Council on terms and conditions deemed reasonable, and in the City's best interests.
- City Manager or designee will provide a report to the City Council, regarding the price, terms, and conditions of all transactions.
- Properties that cannot be sold at a price equal to or greater than the minimum price approved by Council will be returned to Council for further consideration prior to disposition. Council approval will be required to sell a property at a price less than the minimum price previously approved by the City Council.

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D. Method of Sale

Properties may be sold by any method allowed by City Council Policy. This includes direct negotiation, request for proposal, listing with a broker, sealed bid, auction or other appropriate method as determined by the City Council. Possible method of sale for all properties will be included in the enabling resolution authorizing their sales.

E. Marketing

Properties offered for sale shall receive the widest possible exposure to the open market place. This may be accomplished through direct marketing techniques, such as requests for proposals (RFPs), advertising, exposure through the real estate media, posting the property on the multiple listing service or any other appropriate method. When appropriate, properties may be listed for sale with qualified real estate brokers. The authorization to utilize the services of a real estate broker will be contained in the enabling resolution.

F. Real Estate Brokers

Real estate brokers may be used to represent the City in the sale of its properties. Brokers will be selected for individual assignments through Requests for Proposals (RFP) or Requests for Qualifications (RFQ) and a subsequent bid or other methods that result in the City receiving the services of a qualified broker at the best value to the City. The maximum approved commission rate will be contained in the enabling resolution for the property's sale. If the property is listed with a broker, the City reserves the right to exclude from the listing agreement potential buyers whose interest in purchasing a subject property has been made a part of the record prior to the execution of such agreement.

G. Exclusively Negotiated Sales

It will be the City's policy to insure the highest price for its real estate by pursuing open market transactions. However, on certain occasions, an exclusively negotiated sale may be justified as applicable and may be approved under one of the following conditions:

1. When a parcel is landlocked.
2. When the sale is to a contiguous owner.
3. When a fee interest in a pipeline or other right-of-way is no longer required, it may be sold to a contiguous owner. A restrictive pipeline easement of adequate width or other required easements will be reserved from said sale.
4. When other governmental, public and quasi-public agencies submit acquisition proposals a sale may be consummated. These agencies shall include but not be limited to: Federal, State, and County agencies; school districts, special districts, and regulated utility companies.

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5. When qualified non-profit institutional organizations offer to purchase City-owned land, a negotiated sale may be consummated at fair market value providing there is: 1) a development commitment, and 2) a right to repurchase or a reversion upon a condition subsequent. Institutional organizations such as places of public assembly, hospitals, extended care facilities, private schools and community service organizations are required to develop under the City's conditional use permit procedure.
6. When a property has been offered by public auction and no acceptable bids were received, it may be sold on a negotiated basis to any applicant submitting an acceptable offer within six months following the date of auction.
7. Real property exchanges may be consummated by direct negotiation. However, exchanges will be considered only with other governmental agencies or when there is an advantage to the City.

H. Rezoning

Prior to completion of the sales transaction, City land shall be considered for rezoning in accordance with the General Plan, existing community plans or other City Council direction if a higher sale price will result. Also, all unnecessary easements affecting title to the property shall be removed if this will result in a commensurate increase in value.

I. Easements

The City will receive current fair market value for the removal of restrictive easements or access rights previously paid for by the City or other governmental agency or reserved in a sale of City property.

J. Priority Handling

Since time is of essence in land transactions, all such actions by the City Council and staff shall be given the highest priority and special handling.

K. Public Utilities Installed by Private Entities

The applicant for the use of unimproved City land for public purposes, such as streets, sewers, and other public utilities, shall compensate the City for the fair market value of the rights to be granted by the City. The amount of compensation shall be established by appraisal.

Procedure for leasing City-owned Real Property

The City of National City has a very diverse real estate portfolio. While the policies herein are to act as the standard that governs most leases, the City acknowledges that parts of its leasing portfolio have specialized needs or restrictions. In these cases, this policy will act as a framework for a sub-policy that will govern a specific area. Should a

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conflict arise between the framework policy and the sub-policy, the sub-policy will govern.

A. Criteria for Leasing

City property shall be considered for leasing when one or more of the following criteria apply:

1. The property is not required for current municipal use, but is to be held for possible future use and can be leased as an interim measure.
2. The property can only be leased because of legal restraints. For example, property held under Tideland trust grants or as dedicated parks.
3. The City requires substantial control over development, use and reuse of the property.
4. The property has the immediate potential of a high return to the City because of its high demand and type of use, such as commercial and industrial land.
5. The property can be efficiently utilized by a provider of services needed by the City.
6. The property can be leased to promote a substantial economic development opportunity.

B. Property Management Plan

The City Council may approve the execution of lease transactions that meet the terms of the City's asset strategy for a particular property previously approved by City Council in an overall Property Management Plan. Negotiated transactions that fall outside of the parameters of an approved Property Management Plan either will be submitted individually for City Council approval, or deferred until the next periodic update and approval of the plan.

C. Lessee Selection for New Leases

Competitive offers for lease of City property shall be solicited from the open market place. This may be accomplished through a number of marketing techniques, such as Request for Proposals (RFPs), a marketing subscription system, direct advertising, use of a Multiple Listing Service (MLS), listing with a broker, posting the property and any other appropriate means.

In certain limited situations, the City may exclusively consider a single proposal for lease of City property. Potential lessees wishing to exclusively negotiate with the City must submit for City staff review a business case with sufficient justification as to how it is capable of optimizing the use of the property and return to the City, thereby negating the need for a competitive process. This information will be included when the lease transaction is presented for City Council approval.

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Leasehold proposals shall be evaluated in terms of:

1. The degree to which the proposed use is in compliance with the City's strategic plan for the property.
2. In terms of the amount of consideration offered in the form of rent.
3. In terms of the financial feasibility of the proposal.
4. The capability, expertise and experience of the potential lessee with respect to the proposed leasehold development and operation.
5. If new development is proposed, a development plan that includes a description of the development team and its qualifications.
6. The details of each person or entity that will have an interest in the proposed lease
7. Special public benefits to be derived (if any).

D. Rate of Return

The City shall obtain fair market rents for its leases commensurate with the highest and best use of the property. The fair market rent shall be based on an appraisal that complies with the definition of Market Rent found in the Uniform Standards of Professional Appraisal Practice (USPAP) published by the Appraisal Foundation. The appraisal shall be no more than six months old at the time the lease transaction is presented for City Council approval. If the cost of an appraisal is not justified by the anticipated rents, the City may choose an alternative method to establish rent. City leases shall contain terms and conditions which will sustain a fair rate of return throughout the duration of the lease.

E. Rental Terms

Rental terms may be negotiated on the basis of fixed rates (flat rent leases) or percentages of the lessee's gross income derived from business conducted on the property, with a provision for a minimum rent on percentage leases.

F. Percentage Leases

Minimum Rent

The minimum rent component for a new percentage lease shall be set at no less than eighty percent (80%) of the fair market rent as defined above. In certain cases, a portion of the minimum rent may be abated for new construction or redevelopment on the leasehold. The minimum rent shall be adjusted upward throughout the duration of the lease at intervals of not more than every five (5) years to reflect no less than eighty percent (80%) of the average annual rent actually paid or accrued during the three (3) years preceding the adjustment. In no event shall the adjusted minimum rent be less than the minimum rent in existence immediately preceding the adjustment.

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Percentage Rates

Percentage leases shall provide for adjustments of percentages rates every five (5) years to current fair market rates as established by appraisals of prevailing market percentage rates primarily within the Southern California area.

G. Flat Rate Leases

Market Rate Adjustments

Flat rate leases shall provide for upward adjustment of rent every five (5) years to current fair market rent.

Consumer Price Index Adjustments

Flat rate leases shall provide for upward adjustment of rent in the interval term between market rate adjustments by changes in the consumer price index. The index used for consumer price index adjustments will be the All Urban Consumers index for Los Angeles - Riverside - Orange County, California with a base year of 1982-84. If the U.S. Department of Labor indices are no longer published, another substitute index generally recognized as authoritative will be used. Flat rate leases may include pre-determined periodic increases to rent instead of consumer price index adjustments. These periodic increases would occur at least every five (5) years.

H. Rent Arbitration

Leases can provide for binding arbitration when the City and lessee cannot agree on the new rent for a rental period under review. The City and lessee shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser to determine the fair market rent. If the two selected appraisers fail to mutually select a third appraiser, then the third appraiser will be appointed in accordance with the rules of the American Arbitration Association. The City and lessee shall pay the cost of its own selected appraiser and equally share the cost of the third appraiser.

I. Appraisal Assumptions

City leases shall include a definition of the fair market value to be used to adjust rent and an identification of the premise for that value. In establishing the fair market value of leased property, any appraisal shall consider the property as a fee simple absolute estate and as vacant and available for lease or sale for the authorized purposes of the lease at the commencement of the rental period under review. Rates established for purposes of periodic percentage rental adjustments shall not consider any abatement as may be appropriate in a "new" development of vacant land. It shall also be assumed that all

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required regulatory approvals to permit the use authorized in the lease have been obtained.

J. Lease Term

Short-Term Lease

The City Manager, at all times, shall have power, without advertising, notice, or competitive bidding, to lease any City property for a term of three (3) years or less (short-term lease). The City Council will be notified of a short-term lease not later than fifteen (15) days following its execution. A short-term lease may not be renewed without approval of the City Council. The City Manager, or designee may also execute rental agreements covering up to eighteen (18) months for tenant occupancy of City-owned residential housing.

Long-Term Lease

A lease in excess of three (3) years requires a resolution passed by a majority vote of all members of the City Council. The length of lease term shall be based on the level of capital improvements to be made by the lessee and the economic life expectancy of the development. These factors can be determined utilizing cost estimating and economic life expectancy resources such as tables provided by Marshall Valuation Service. The City may consider other relevant information in determining if a longer lease term is warranted, such as if the proposed leasehold development is expected to generate above average returns to the City or significantly improve the quality of the property. A lease shall not exceed 55 years unless the conditions set forth in Government Code section 37380(b) are met,

K. Lease Amendments

Amendments to long-term leases require City Council approval. The City's agreement to an amendment may be contingent upon updating sections of the lease to incorporate current City standard lease provisions and an adjustment to fair market rent.

L. Subleases

A lessee may sublease all or part of the leased property to a qualified sub-lessee subject to approval by the City. No sublease shall be approved which would be detrimental to the City's rights under the master lease or for a use that is not consistent with uses allowed by the master lease. The City Manager may authorize subleases which meet these conditions and which do not require amendment of the master lease. Unless special circumstances

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exist. Leases shall provide for the City to receive a minimum of fifty percent (50%) of the incremental gross rental revenues due to the lessee from subleases.

M. Leasehold Financing

The City will not subordinate its fee interest to encumbrances placed against any leasehold by a lessee. The City Council may approve appropriate financial encumbrances of the leasehold interest, which provide that all loan proceeds are used for authorized improvement of the property until the leasehold is fully developed in accordance with the lease. City staff shall take appropriate steps to review the proposed financing and insure that loan proceeds go into the leasehold. Maximum loan proceeds shall not be in excess of seventy-five percent (75%) loan-to-value, where "value" refers to the leasehold improvements, as determined by a lender's appraisal which has been reviewed and approved by City staff. The loan term shall not exceed the term of the lease.

Loans or refinancing in the form of encumbrances against the lease for the purpose of reducing equity or financing the sale of leasehold interest will not be allowed until the property is fully developed for uses authorized in the lease. After the property is developed, such financing may be permitted so long as there is also substantial benefit to be gained by the City. This may take the form of either a percentage share of the loan proceeds or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market.

N. Leasehold Improvements

Leasehold improvements installed by lessees shall be removed at the lease termination without cost to the City, or will revert to the City, at the City's option. All leasehold improvements and alterations require prior written approval of the City Council.

O. Maintenance and Utilities Responsibility

City leases shall require the lessee to maintain all improvements on the property at its own expense and be responsible for the cost of all utilities. Leases for multi-tenanted space shall include specific requirements delineating appropriate responsibilities.

P. Lease Audits

All percentage leases may be audited by the City's Finance Department in the first year of operation to establish proper reporting procedures and at least once every three (3) years thereafter. More frequent audits may be made if appropriate. The City shall reserve the right to audit all other leases and agreements subject to this Council Policy, if determined to be warranted by the City's Finance Department.

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Q. Leasehold Assignments

Requests for assignment of leasehold interest shall be evaluated on the same basis as the criteria used in evaluating a leasehold proposal. The City Manager may authorize assignments which do not require amendment of the master lease. Consent may be contingent on the payment of additional consideration to the City, either as a percentage share of the purchase price of the leasehold interest or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market. If new financing is involved in the sale, the requirements of 'Leasehold Financing' shall apply.

R. Lease Extensions & Renewals

Requests from existing lessees for lease extensions or renewals may be considered if such proposals promote capital investment and redevelopment of City property. Whenever an existing lessee is seeking renewal of an expiring long-term lease that is not contemplated in a previously approved property management plan, the City Manager will bring the issue before the applicable City Council Committee with an appropriate recommendation. In addition to the criteria used to assess new lease proposals, City staff also will review the lessee's history with respect to: maintenance of the property; compliance with existing lease terms; prompt rent payments; and a rental return consistent with maximizing the property's full potential.

The lessee must propose capital investment that: will increase the value or the useful life of the leasehold improvements by an amount more than can be reasonably amortized over the remaining lease term; is not recurring in nature; and is at least ten percent (10%) or more of the value of the existing improvements. It specifically should exclude expenditures to correct deferred maintenance and expenditures for repairs to keep the existing improvements in good condition. The length of any extended lease term shall be calculated by the same method used for calculating the length of new leases.

S. City's Interest in Leasehold Improvements

City lease agreements provide the City the right to assume ownership of the leasehold improvements at the end of the lease. The value of the City's interest in the leasehold improvements can be appraised using widely accepted appraisal methods. In the event the City grants a lessee a lease extension, the City shall be compensated by an amount equal to the change in present value attributable to the deferral of its interest in the leasehold improvements. This amount either can be paid as an upfront payment at the beginning of the extended term or amortized over time with appropriate interest applied. The City shall offset from the value of its interest in the leasehold improvements any increased economic benefit derived from an extended lease. The City shall not receive any

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compensation for its interest in the leasehold improvements on leases extended prior to the last twenty percent (20%) of the existing term.

T. Leasing to Non- Profit Organizations

It shall be the policy of the City Council to allow direct negotiation with nonprofit organizations for the use of City-owned lands for the purpose of providing the community with cultural, recreational, educational enrichment, and other public services to the citizens and visitors of National City. Relative to this policy the following will apply:

1. Available City property shall be leased at fair market value to nonprofit organizations when it is deemed by Council that appropriate public benefit will be derived.
2. The only discount in the land rental rate which will be considered is that which will be a direct offset to City expenditures. An example would be where the nonprofit organization is constructing and operating a facility to provide a service that would otherwise be a recognized obligation of the City to provide.
3. Council approval of a prospective nonprofit organization's use of City-owned land shall be obtained prior to commencement of lease negotiations.
4. No lease will become effective until firm financial commitments have been obtained under an appropriate lease option arrangement.
5. Lessees will be required to construct, operate, and maintain the premises at their sole cost.
6. Lessees shall be incorporated nonprofit organizations under the laws of the State of California.
7. Development on parklands shall be in conformance with City park development plans, and construction shall comply with City park design criteria.
8. Lessees shall provide desired services and facilities to the general public without discrimination as to race, color, creed, sex, age, or national origin.
9. When leases permit revenue producing activities, some measure of rental compensation shall be paid to the City. However, this provision will not apply to occasional fund raising events provided the funds are used exclusively for the specified purpose(s) of the lease.
10. Properties with significant potential for commercial, industrial, or scientific research uses shall not be available for nonprofit use.
11. Subleases will be considered on their individual merits by the City and consistency with conditions placed upon the City. Fees generated from subleasing will belong to the City and be deposited with the City upon receipt by the Agency.

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U. Security Deposits

The standard security deposit for a new lease agreement shall be equivalent to two (2) month's rent. The security deposit may take the form of cash, an instrument of credit or a faithful performance bond. For a lessee making a substantial investment in improvements, the security deposit will be refunded upon completion of the improvements.

Related Policy References

Government Codes: 37350 and 37380

Government Codes: 54200-54232, 54235-54237

Prior Policy Amendments

August 14, 1990



AGENDA REPORT

Department: Engineering
Prepared by: Roberto Yano, Director of Engineering and Public Works
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Street Sweeping Program

RECOMMENDATION:

Accept report and provide direction.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

(See Exhibit A – PowerPoint Presentation)

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:

Exhibit A – PowerPoint Presentation



STREET SWEEPING PROGRAM



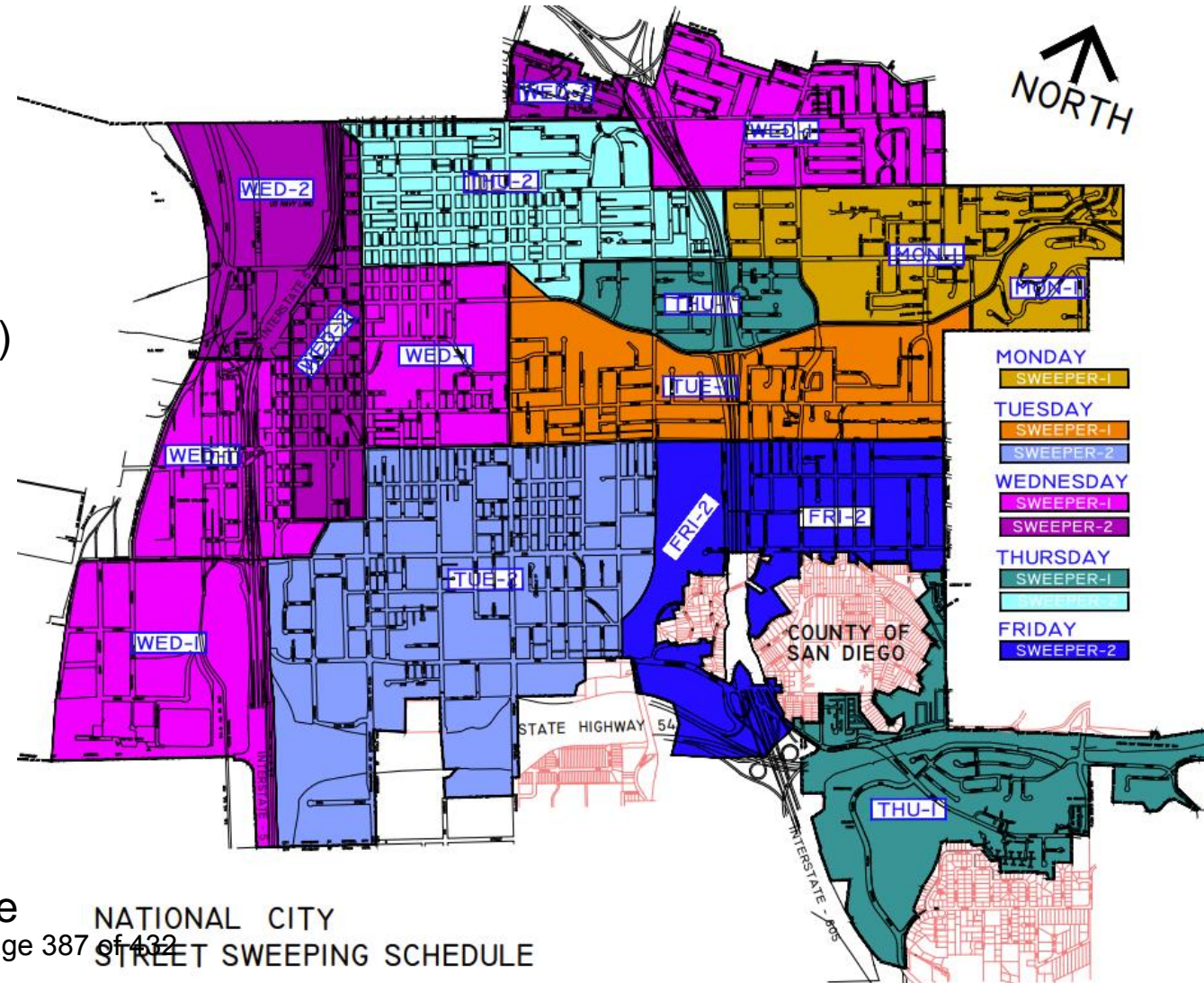


Street Sweeping Current Program

<https://www.nationalcityca.gov/government/engineering-public-works/public-works/streets/street-sweeping>

The Street Sweeping Program exists in part due to Section E.5.b.(1) of MS4 permit requires operational BMPs to reduce pollutants from entering the waterways

- 2 sweepers (\$350K per sweeper)
- 2 Operators (\$90K per Operator including benefits)
- Street Sweeping once a week for the entire City
4:00am to 2:00pm
6:00am to 4:00pm
- Daily Street Sweeping for the following:
4:00am to 6am
 - National City Boulevard
 - Highland Avenue
 - 8th Street from NBSD to L Avenue
 - Plaza from Roosevelt Avenue to Highland Avenue



Street Sweeping - Parking Issue

<https://www.nationalcityca.gov/government/engineering-public-works/public-works/streets/street-sweeping>

- Parked vehicles do not allow the street sweeper to effectively sweep the street
- The sweeper would need to go around the parked vehicle
- Dirt and trash between the car and the curb / sidewalk would not be picked up.

Some areas of concern:

- 1)NCB N/B & S/B 3100 Blk.
- 2)Plaza Blvd. E/B 2500 Blk. To Harbison Ave.
- 3)Mckinley Ave. N/B 19th St. To 16th
- 4)8th St. E/B N Ave. To 805 Bridge
- 5)Palm Ave. Both Sides Between 8th St. To Plaza Blvd.
- 6)8th St. W/B R Ave To Palm Ave.





Street Sweeping – Existing Program

Parking restriction due to sweeping activities

- Currently there are 39 Parking Restricted for Street Sweeping zones
- Initiated by the resident
- Petition must be signed by at least 60% of the property owners on both sides of the block (or blocks) in question
- The request goes through traffic safety committee
- Council would make the final decision

Monday 08:00-10:00

- 800-1000 Pleasant Lane --both sides of the street.
- 2800 E 10th St. Arcadia West (I block), both sides of the street.
- 2500 E Plaza Blvd-Euclid Ave to Arcadia Place, north side.
- 2400 E 8th St-Euclid Ave. to Arcadia Place, south side.

Tuesday 06:30-07:30

- W 30th St.-Hoover west to dead end, both sides.

07:00-09:00

- 2400-2500 B Ave. East side of the street.
- 200-300 E 26th St. both sides of the street

09:00-11:00

- 1200 E 18th St.-L Ave. to N Ave, both sides.
- 2500 I Ave. to 2599 I Ave.

10:00-12:00

- 1200 Seawind-Euclid to Calle Delgado, both sides.
- Calle Delgado-Seawind to Meadow, east side.
- Meadow-Calle Delgado to Seawind, west side.

13:00-1400

- F Ave - 18th St to 24th St, both sides.
- G Ave- 21st to 22nd St, both sides.
- 22nd St-F Ave to Highland, both sides.

Wednesday 08:00-09:00

- 800 Delta St-Highland to 1200 block, south side of the street.

08:00-10:00

- Roosevelt Ave-National City Blvd to 8th St, both sides.
- Drexel 09:00 a.m.-11:00 a.m. both sides

10:00-11:00

- 1300 Harding Ave-Civic Center Dr. to 18th St, both sides.

Wednesday 10:00-12:00

800 Hoover Ave-8th St to 16th St, both sides.

11:00-1300

- B Ave-8th St to 12th St, east side.
- C Ave-8th St to 9th St, east side.
- D Ave-Plaza Blvd to Kimball Way, east side.
- E Ave-Plaza Blvd to Kimball Way, both sides

12:00-14:00

- 1300 Coolidge Ave-Civic Center Dr. to 18th St, both sides.
- 900 Coolidge Ave-9th St to Plaza Blvd, both sides.
- 1300 Wilson Ave -Civic Center Dr. to 18th St, both sides.
- W 9th St –Hoover Ave. to Coolidge Ave, both sides

Thursday 06:30-07:30

- 400 D Ave-4th St to 7th, east side

07:00-08:00

- 4th St-National City Blvd to D Ave, south side.
- 5th St-National City Blvd to D Ave north side.

08:00-09:00

- 600 C Ave-6th St to 7th St, east side.
- Division and Laurel 400

14:00-15:00

- 5th St-National City Blvd to D Ave, south side.
- 700 J Ave-7th St to 8th St, both sides.
- 1000 D Ave-Plaza Blvd to 12th St, west side.

14:30-15:30

- 400 D Ave- 4th St to 8th St, west side.

Friday

1700 Wilson Ave-(city building side)



Street Sweeping – Other Municipalities

<https://www.nationalcityca.gov/government/engineering-public-works/public-works/streets/street-sweeping>

City	Sweeping Program	Parking Restriction Commercial	Parking Restriction Residential
National City	Citywide weekly Downtown Daily	By Request only	By Request only
Coronado	Citywide weekly Downtown Daily	By Request Only	None
Chula Vista	Commercial Biweekly residential monthly	None	None

To sign the entire City

- 110 miles of street
- 220 miles of curb to sign
- 3200 feet per mile of effective curb*
- 704,000 feet of curb
- Assume 350 feet per block
- 4 signs per block **
- 8,046 signs to be installed
- \$350 per sign***
- \$2,816,000 for the installation
- Yearly maintenance
- Yearly enforcement

* assume 140 feet per intersection, 15 intersections per mile
 ** average with driveways, normal spacing is 50 between sign
 *** average – some will be less due to exiting pole, or more due to concrete surface



Street Sweeping - Possible Actions

<https://www.nationalcityca.gov/government/engineering-public-works/public-works/streets/street-sweeping>

- Information campaign – Media outlets, Nixle, email blasts, city news, etc.
- Identify problem areas and provide additional information and potential solutions
- Modify Title 11 to give city authority to initiate parking restriction for street sweeping area
- Consider other program modifications within overall goal setting for city and public works





Questions/Comments/Direction



AGENDA REPORT

Department: City Manager's Office
Prepared by: Brad Raulston, City Manager
Meeting Date: Tuesday, February 21, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

2023 Goal Setting and Budgeting Kick-Off

RECOMMENDATION:

Confirm process and proposed dates and provide direction to staff on initial City Council Priorities.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Each year the City must forecast the revenues it will receive and the expenditures it will incur for the upcoming fiscal year (FY) which runs from July 1st through June 30th. This is done through the annual budget development process and resulting budget document. Because the City is limited by the amount of resources available, the budget aids the City Manager in planning how these resources will be used to operate and maintain the City.

The budget process begins in November with the planning of the budget schedule for the following fiscal year. In January, development of the operating and capital budgets begins with analysis of revenues, costing of personnel services, and the call to departments to submit appropriation requests for their baseline budgets, as well as any enhancement requests. Meetings are then held with departments and the City Manager in order to refine the budget and consider enhancement requests.

Public budget workshops are held in April and May to present the preliminary budget, discuss budget priorities, and seek input from the City Council and community. Additions and modifications decided on as a result of these meetings are then incorporated into the proposed budget, which is brought to City Council for adoption in May or early June.

For Fiscal Year 2023-2024, the calendar of Council activity is listed in the table below.

Date	Description
February 21st	Budget and Goal-Setting Kick-off
March 21st	Presentation of Existing Priorities & 5-Year Forecast
March 24th	Goal Setting Workshop 9am-4pm (Library Community Room)
April 18th	Preliminary Budget Workshop
May 16th	Additional Budget Workshop, if needed
June 13th	Budget Adoption

Budget 101

Governments use fund accounting to organize and record our revenue and expenditures in line with the Governmental Accounting Standards Board (GASB). The majority of general revenue and of expenditures for core City services are reflected in the General Fund. Beyond the General Fund, most of the other funds are used to track revenue and expenditures that are restricted in nature. For example, the Section 8 Fund and the Sewer Fund. Approximately half of the City's annual financial activity occurs in the General Fund. The annual budget process includes all funds, but the main focus is the General Fund, since most of the resources in the City's other funds are restricted to be spent on eligible expenditures. Most of the General Fund revenue is considered general revenue, such as sales and property taxes, which can be used to pay for any government service.

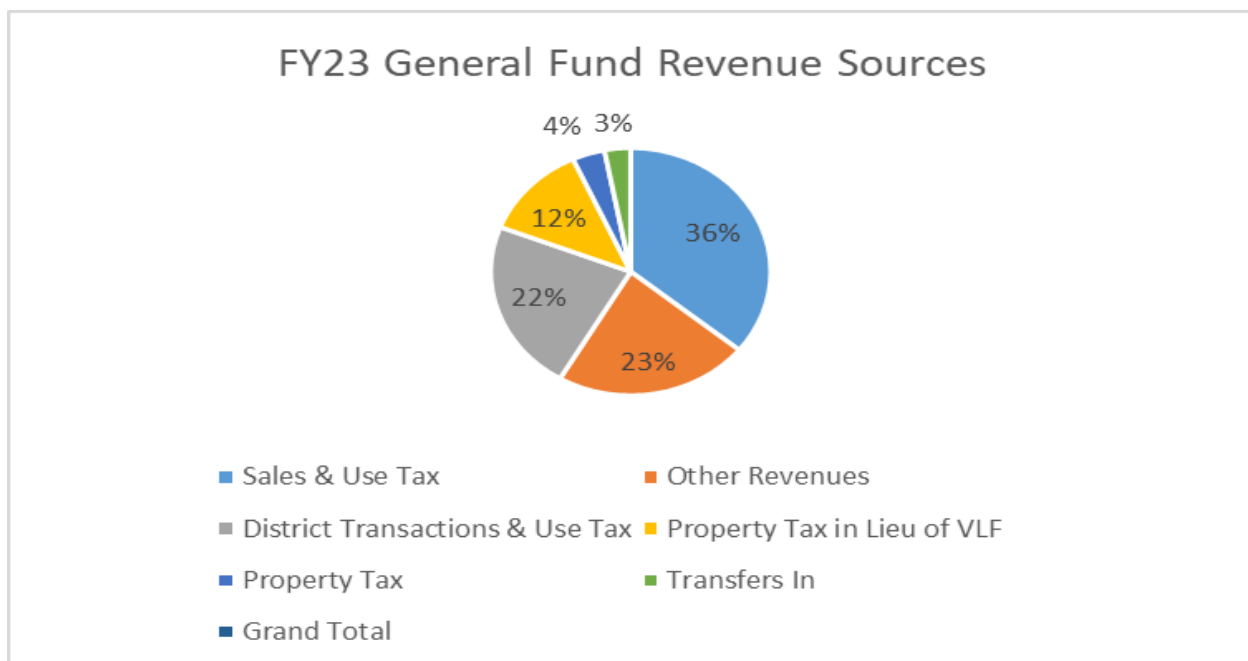
When annual revenues equal or exceed budgeted expenditures within a fund, the budget is balanced. It is best fiscal practice to fund annual operations with the operating revenue generated during the same period, while using one-time money for one-time expenditures (capital improvement projects or special projects rather than ongoing personnel or program enhancements). It is critical to distinguish one-time and ongoing funding sources and budget accordingly.

FY23 General Fund Adopted Budget at a Glance

As we begin the FY24 budget development process, it is helpful to understand the General Fund's main revenue sources and how the resources are spent.

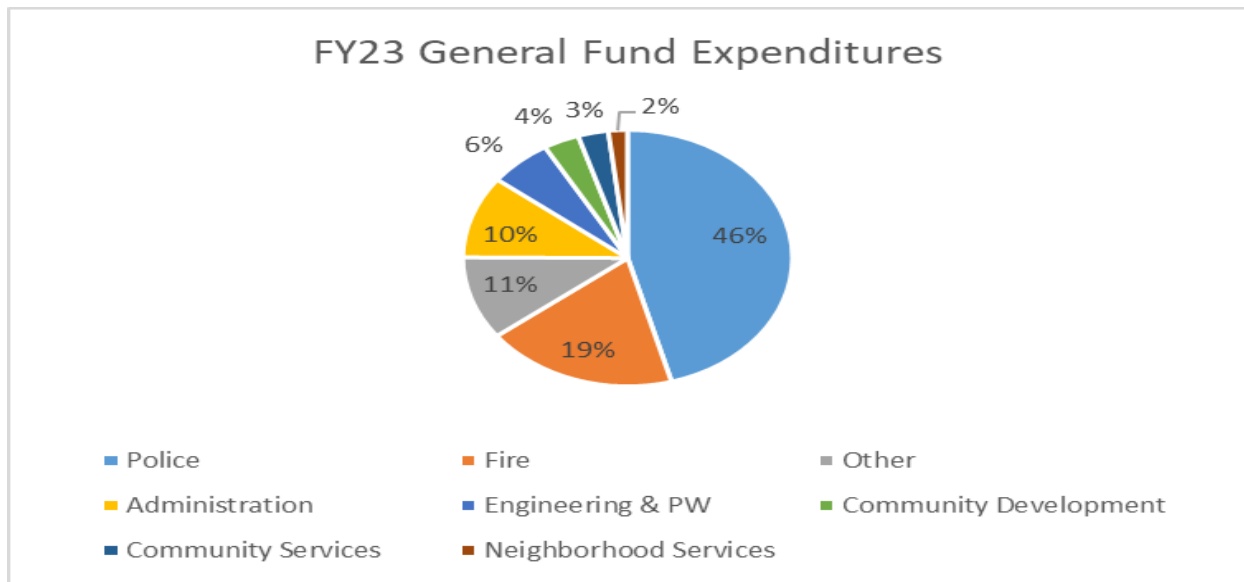
General Fund Resources

The graph below illustrates General Fund FY23 budgeted revenue by source and is representative of a typical year. If there was a severe recession, sales tax and district transaction and use tax revenue would significantly decline.



The most significant General Fund revenues are retail sales-related taxes, the property tax in lieu of vehicle license fees, and property taxes. The main revenues in the "Other" category include Transient Occupancy Tax, Franchise Fees, and Successor Agency distributions.

General Fund Expenditures by Department



The General Fund is the primary operating fund of the City. Police, Fire, Planning, Community services, and Neighborhood Services are examples of departments whose activities are funded primarily from the General Fund. About 65% of General Fund expenditures are for public safety (police and fire).

Operating a City is a people centered activity, therefore total personnel costs account for about 70% of General Fund expenditures.

Fund Balance & Reserves

Fund balance is the total accumulation of operating surpluses and deficits since the beginning of the fund's existence. Fund balance amounts are reported in the City's Annual Comprehensive Financial Report and estimates for the General Fund are provided during the budget development process and updated during the mid-year budget review. In accordance with City Council policy #201, a portion of General Fund fund balance has been designated for specific reserves. General Fund unassigned fund balance is available money that has no restrictions on how it can be spent and has not been committed to specific projects or programs by prior Council action. Council policy #201 states that General Fund unassigned fund balance shall be maintained at an amount equal to 10% of annual budgeted operating expenditures. The policy states, "amounts in excess of the target level will be used to increase or replenish other reserves (with priority given to the Economic Contingency and Facilities Maintenance reserves), to set aside resources for specific one-time uses, or as a funding source for one-time expenditures included in the annual budget or for needs that arise subsequent to budget adoption." The City's current reserves with estimated balances as of 6/30/22 are listed in the table as follows.

Reserves	Target	Balance*	Policy Level
Unassigned Fund Balance	\$ 6,400,000	\$13,956,000	10% General Fund Op Bdgt
Economic Contingency Reserve	\$ 12,800,000	\$ 12,800,000	20% General Fund Op Bdgt
Liability Reserve	\$ 13,264,000	\$ 16,615,000	80% confidence level
Facilities Maintenance	\$ 2,880,000	\$ 2,880,000	4.5% General Fund exp
Vehicle Replacement	\$ 3,141,900	\$ 2,770,265	30% book value of vehicles
Pension Trust (115)	\$ 18,400,000	\$ 6,393,549	2 years UAL payments
OPEB Trust	\$ 4,821,000	\$ 3,133,184	80% OPEB liability

*All balances are as of June 30, 2022 (unaudited) except for unassigned fund balance, which is as of June 30, 2021. Unassigned fund balance at June 30, 2022 is expected to be higher. Reserve targets will also be increased based on final budgeted expenditures.

Five-Year Financial Forecast

The Five-Year Forecast is an informal planning tool designed to review the long-term outlook of the City's major cost drivers, service needs, and available funding sources. Typically, it is updated annually after the budget adoption to help identify opportunities or issues and serves as the foundation to guide decision making during the development of the following fiscal year's budget. The intent of the Five-Year Forecast is not to create a five-year budget, but rather to be used a tool to indicate whether projected revenues will be adequate to maintain services at current or enhanced levels.

The forecast is developed by first applying known and anticipated changes to salaries and benefits, operating costs, and revenues. Other factors considered include changes to required services, economic indicators, and federal and State policy changes.

At the March 21st City Council meeting, Finance staff will present the FY24-FY28 Five-Year Forecast. The forecast data will be useful to model what levels of service enhancements can be provided based on the City's projected resources.

Strategic Planning and Goal Setting

Strategic planning is a structured and coordinated process for fostering decision-making. A strategic plan communicates an organization's long-term goals and the objectives which must be met to achieve them. In order to remain useful, the strategic plan must be a dynamic, not static, document, consistently updated to address the most challenging issues facing the organization. The City of National City's strategic plan is adopted by the City Council for a five-year period and the most recent update of the strategic plan occurred in 2019. To develop the strategic plan, City staff works with all departments, to assess needs and establish priorities for implementing policies, programs, plans, and projects. Staff then presents its recommendations to the City Council during a series of City Council meetings and workshops, where the strategic plan is refined and approved. The 2020-2025 Strategic Plan was developed in late 2019. It was adopted by the City Council at its regular meeting of December 3, 2019. It is attached to this report.

Due to COVID and other factors, the process was cancelled for 2021 and the Council agreed to move forward with the existing strategic plan. Recently, the Council expressed a desire to restart the process with an opportunity to get more specific about the expectations and goals they have

for the organization. In response, staff contracted with professional facilitators (Jan Perkins and Magda Gonzalez with Baker Tilly) to help organize process where we can reconsider the strategic plan and expand the scope into more specific goal setting.

City Council Priorities

Based on interviews conducted by the facilitator, an overall summary list of policy priorities suggested by Councilmembers is as follows and attached. Council direction will be provided on what will move forward as priorities in the upcoming fiscal year based on discussion/direction at regular meetings on February 21 and March 21, and finally on March 24 at the goal-setting workshop. After the workshop, staff will develop implementation plans and prepare budgets based on the Council priorities, including updating the Strategic Plan document.

The overall summary list of policy priorities derived from the Council interviews is listed here with a more specific table with staff comments in attached report.

- **Address future deficit and maintain a balanced budget**
- **Improve overall communication and outreach and tailor some communications by district**
- **Increase home ownership opportunities and the ratio of ownership to rental housing**
- **Improve permitting and development process for greater efficiency**
- **Address homelessness through partnerships with other agencies**
- **Interest in rent stabilization**
- **Enhance public safety through short- and long-term solutions to crime involving youth**
- **Maintain and improve infrastructure**
- **Provide and maintain basic City services that impact quality of life (e.g., cleanliness)**

The attached table list priorities noted by Councilmembers have been placed into the categories of the City's adopted Strategic Plan. All categories within the Strategic Plan were cited as important priorities by two or more members of Council. Bullet points below each topic in the first column are explanatory notes provided by Councilmembers. The City Manager's notes provided in the second column provide information for each of the categories to aid in discussions at the goal-setting workshop.

FINANCIAL STATEMENT:

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 – City Council 2023 Initial Priorities Worksheet

Exhibit B – 2020-2025 Strategic Plan

Exhibit C – 2023 Goal Setting and Budgeting Kick-Off Powerpoint Presentation



**City of National City
Summary of Councilmember Priorities
For Initial Review in Budget Discussion February 21, 2023**

The table on the following page contains a list of the priorities shared by members of the City Council in their interviews. These will be discussed during the Council priority setting workshop scheduled for March 24, 2023. An initial discussion will take place during a budget session to be held on February 21, 2023.

Summary List

An overall summary list of policy priorities suggested by Councilmembers is as follows. Following discussion on March 24, Council direction will be provided on what will move forward as priorities in the upcoming fiscal year. After the workshop, staff will develop implementation plans and prepare budgets based on the Council priorities, including updating the Strategic Plan document.

- **Address future deficit and maintain a balanced budget**
- **Improve overall communication and outreach and tailor some communications by district**
- **Increase home ownership opportunities and the ratio of ownership to rental housing**
- **Improve permitting and development process for greater efficiency**
- **Address homelessness through partnerships with other agencies**
- **Interest in rent stabilization**
- **Enhance public safety through short- and long-term solutions to crime involving youth**
- **Maintain and improve infrastructure**
- **Provide and maintain basic City services that impact quality of life (e.g., cleanliness)**

Organization of the Table:

- The priorities noted by Councilmembers have been placed into the categories of the City’s adopted Strategic Plan. All categories within the Strategic Plan were cited as important priorities by two or more members of Council.
- Bullet points below each topic in the first column are explanatory notes provided by Councilmembers.
- The City Manager’s notes provided in the second column provide information for each of the categories to aid in discussions at the retreat.



Strategic Plan Category and Councilmember Notes Regarding Their Priorities	City Manager Notes and Plans for FY 2023-24
<p>1. Balanced Budget and Economic Development</p> <ul style="list-style-type: none"> • Address future deficit and maintain a balanced budget • Future deficit projected; need to diversify revenue • Understand the budget process (one-time vs ongoing expenses) • Understanding levels of service we can provide based on financial resources; use of funding for core city services • Potential new development by Plaza Bonita • Increase property tax through home sales; increase the percentage of for-sale housing 	<ul style="list-style-type: none"> • Be committed to revenue generation for General Fund without conditions • Focus on staffing levels for existing core service and stay competitive with meaningful and sustainable wage increases for our workers • CarMax/Cannabis should be completed in the near future with revenue the following approximately a year after that • Other initiative(s) such as Balanced Plan/Downtown revitalization, parcel tax or other revenue measure will take more time • Consider and analyze revenue measures for next two elections • Recognize that tax-exempt affordable housing projects do not create tax revenue but expand service demands; need to find a balance through policies, plans, programs, and projects that maximize resources for delivering services • Explore alternate funding sources through partnerships and grants
<p>2. Communication and Outreach</p> <ul style="list-style-type: none"> • Improve overall communication and outreach and tailor some communications by district • Increase the level of engagement and connection to community • Connecting people in the community to local government; connect with our constituents post-COVID • How we communicate and relay information to residents and businesses • Tailor community outreach for feedback by district 	<ul style="list-style-type: none"> • Establish balance and consistency between staff and councilmember communications and outreach efforts • Recognize the resources and be realistic about staff capabilities • Utilize boards, commissions and committees; regional assignments, and staff liaisons • Determine best practices for restarting Neighborhood Councils or other engagement strategies (District Councils?); consider staffing and Communications Manager • Utilize analysts in each functional area to collaborate on communication materials provided to the public; establish staff working group • Develop quarterly management report for City Council that includes financial data, service requests, calls for services, and major priorities • Provide weekly staff updates to Councilmembers with department detail



<p>3. Health, Environment, and Sustainability</p> <ul style="list-style-type: none"> Continuation of existing projects 	<ul style="list-style-type: none"> We are hiring a Health/Environmental Justice Planner that will provide staff support for a potential Health and Environmental Justice (HEJ) Committee. The HEJ committee can help guide policies and priorities such as amortization of non-conforming toxic uses San Diego Community Power (SDCP) will be rolled out to SDG&E customers and we can work on other energy initiatives through them.
<p>4. Housing and Community Development</p> <ul style="list-style-type: none"> Increase home ownership opportunities and the ratio of ownership to rental housing (build more townhomes, potential to use City property for home ownership development, incentives for developers) Improve permitting and development process for greater efficiency Address homelessness through partnerships with other agencies Interest in rent stabilization 	<ul style="list-style-type: none"> Continue to enhance over the counter permits and streamline plan reviews for large projects and small, like ADUs. Will finalize our Focused General Plan Update (FGPU) in 2023 where we update housing element and related policies including House National City Implemented rent stabilization on mobile home parks in 2022 and can continue to address specific problems in the community regarding tenant protections Overall rent stabilization measure failed at the ballot box in 2020. State and region continue to expand renter protections and we need to keep up with best practices. Clarify our role and influence regarding homelessness on regional, state and federal initiatives and maximize outcomes for National City Transition HOT to HOME outreach and remain persistent in addressing neighborhood concerns. Support Navigation Center and other high impact programs provided by service providers
<p>5. Parks, Recreation and Library</p> <ul style="list-style-type: none"> Provide these important city services 	<ul style="list-style-type: none"> Consider staff options to help define after school programming and/or youth development Recognize what school and other non-governmental organizations (NGOs) are already providing Finish plans and secure funding to build park improvements at all three parks Develop a vision for a “youth development center” at Kimball Park that incorporates the rebuild of the Kimball Rec Center. Strengthen partnerships with local schools Maintain “Age-Friendly” community and intergenerational programming
<p>6. Public Safety</p> <ul style="list-style-type: none"> Enhance public safety through short- and long-term solutions to crime involving youth 	<ul style="list-style-type: none"> Center for Public Safety Management (CPSM) reports have been presented to City Council and will guide priorities for Police and Fire Recruitment pipelines/programs (youth development)

<p>7. Transportation Choices and Infrastructure</p> <ul style="list-style-type: none"> • Maintain and improve infrastructure for the enjoyment of community; need sufficient funding • Provide and maintain basic city services that impact quality of life (i.e., trash cans, lighting, roads, parks) 	<p>Consider infrastructure through the separate components we maintain:</p> <ul style="list-style-type: none"> • Streets/Pavement: update PCI and prioritize resources accordingly. • Address street lights and best practices for signals and traffic control • Sewer/Wastewater: Implement master plan and ongoing maintenance • Storm water: Identify funding sources and prioritize projects • Parks: Finalize funded projects and continue assessing needs
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Footnote from Chief Tellez:

The Police Department continues to prioritize our engagement with community youth. In California, several changes have occurred that have reduced penalties for youth and/or decriminalized crimes normally committed by youth. While we continue to enforce the law by arresting those that commit crimes, it is essential that as laws change, we continue to change and adapt as well. The Police Department has taken the following proactive steps to engage youth and reduce youth crime:

1. Increased the number of School Resource Officers (SRO) in the elementary and secondary schools, from 2 to 3 officers.
2. The SROs are providing curriculum instruction at the elementary schools regarding bullying, general safety and cyber bullying. The SRO presence at the school provides a positive law enforcement role model. Their presence at the school is also intended to deter crime.
3. Prostitution has once again become a problem in our city due to a recent change in the law that decriminalized solicitation for prostitution. Unfortunately, young people are forced to work in this industry against their will. In order to identify victims, the department works in collaboration with the county Human Trafficking Task Force (HTTF) to identify victims and arrest those that prey on them.
4. The police department has a long-standing working partnership with South Bay Community Services (SBCS) to provide counseling and diversion services to youth that commit crimes. Our diversion program identifies youth with minor criminal violations that can benefit from counseling and community services versus custody. SBCS provides wraparound services to youth and their families to address the problem holistically with the goal of steering youth from committing additional crimes.
5. The department has established partnerships with community youth centers that service At Risk Youth and their families. Officers not only give of their time to work with youth as volunteers, but officers also frequently conducted presentations regarding gang awareness, cyber safety, and law enforcement careers. The presence of officers in these youth centers not only provides a positive role model but also provides engagement opportunities to build meaningful relationships with youth in our community.



NATIONAL CITY'S STRATEGIC PLAN

2020-2025

www.nationalcityca.gov





We Pledge to Provide Customer Service through a Culture of...

Courtesy

We treat everyone with dignity and respect.

Collaboration

We work to achieve common goals and value our differences.

Communication

We communicate openly, honestly, and with clear, consistent messages.

with a Commitment to Our Community

2020-2025 Strategic Plan

7 Strategic Focus Areas

- ▲ Balanced Budget and Economic Development
- ▲ Communication and Outreach
- ▲ Health, Environment, and Sustainability
- ▲ Housing and Community Development
- ▲ Parks, Recreation and Library
- ▲ Public Safety
- ▲ Transportation Choices and Infrastructure



Balanced Budget and Economic Development



Maximize economic development strategies.



Partner with other public agencies and non-profits to increase revenue and augment services.



Manage pension and other employee expenses.



Optimize City assets and lease property when appropriate.



Communication and Outreach



Connect the community with timely and transparent information.



Increase meaningful outreach through quality engagement.



Improve emergency preparedness and public noticing.



Promote educational and economic opportunities.



Health, Environment, and Sustainability



Update and implement the Climate Action Plan.



Support a healthy community through active living and healthy eating.



Create health and education hubs around major transit stops.



Support an age-friendly community.



Housing and Community Development



Pursue new housing options at all income levels.



Ensure preservation of existing affordable housing stock.



Streamline permitting and improve code compliance.



Enhance role in reducing homelessness.





Parks, Recreation, and Library

- ▲ Improve outreach and increase participation.
- ▲ Organize community events and support other gatherings.
- ▲ Seek reliable funding and synergize with south bay partners.
- ▲ Develop volunteer program and community services plan.



Public Safety

- ▲ Reduce overall crime and illegal activity.
- ▲ Improve operational readiness and community resilience.
- ▲ Enhance recruitment and retention and promote public safety pipeline.
- ▲ Expand community engagement and increase visibility.



Transportation Choices and Infrastructure

- ▲ Expand mobility choices by improving access to transit, biking, walking, rolling, and parking management.
- ▲ Improve traffic safety through traffic calming and safe routes.
- ▲ Update capital needs assessment and funding strategies.
- ▲ Maintain infrastructure and establish measurable targets.

TOGETHER
WE
CAN!

#STRONGERTOGETHER

WE'RE MAKING NATIONAL
CITY CLEANER, HEALTHIER,
AND SAFER.



2023 GOAL SETTING AND BUDGETING KICK-OFF

February 21, 2023

Page 409 of 432



Process and Schedule

- January - Facilitated Interviews of City Council regarding Individual Goals and Expectations
- Feb 1-3 - New Mayor and Councilmembers Academy by CA League of Cities
- Feb 21 Regular Meeting - Goal Setting and Budgeting Kick-Off
 - Initial Presentation of Council Priorities
 - Current Strategic Plan – 7 Focus Areas – Comprehensive Update in 2024 if Needed
 - Introduction to Budgeting
- March 7 – Recruitment/Retention Update
- March 21 – Initial 5-year Financial Forecast and Presentation of Current Priorities from Staff
- March 24 – All Day Facilitated Workshop on Council Priorities and Teamwork
- April 18 – Presentation of Recommended Budget and Workshop to Get Direction
- May 16 – Follow up Workshop based on Direction Provided
- June – Adoption of Balanced Budget

7C's Pledge

We Pledge to Provide **Customer Service** through a **Culture of...**

Courtesy

We treat everyone with dignity and respect.

Collaboration

We work to achieve common goals and value our differences.

Communication

We communicate openly, honestly, and with clear, consistent messages.

*With a **Commitment to Our Community!***



Core Services = People + Partnerships

- ❖ City employs approximately 400 essential workers
- ❖ National City is a full-service city (no public safety contracts)
- ❖ Committed work force that relies on fiscal sustainability
- ❖ Boards, Commissions, and other official committees



TOGETHER
**WE
CAN!**
WE'RE MAKING NATIONAL
CITY CLEANER, HEALTHIER,
AND SAFER.

7 Functional Groups

- Police
- Fire
- Public Works/Engineering
- Community Development
- Library & Community Services
- Housing Authority
- Leadership & Administration
 - City Manger and Attorney Offices
 - Finance and Human Resources
 - Information Technology
 - City Clerk



National City Residents, Businesses, & Visitors

Mayor and City Council

City Clerk

City Treasurer

- | | |
|--|---|
| <ul style="list-style-type: none"> City Hall
1243 National City Blvd.
MLK Jr. Community Ctr
140 E. 12th Street Police Department
1200 National City Blvd.
Nutrition Center
1415 D Ave.
Library
1401 National City Blvd. | <p>Boards & Commissions
Regional Assignments</p> <ul style="list-style-type: none"> Fire Station 31
2333 Euclid Ave. Fire Station 34
343 E. 12th Street Fire Station 33
2005 E. 4th Street |
|--|---|

City Attorney

- City legal advisor to City Council and City departments
- Civil litigation (City defense)
- City prosecutor (Municipal Code violations)

- Economic Development**
- Business Retain & Recruit
 - Storefront Upgrades
 - Adopt-A-Place/AROW
 - Opportunity Zones
 - Together We Can Campaign
 - Permit Streamlining
 - Port District (Commissioner)
 - Public Private Partnerships
 - Special Projects

City Manager

- PR & Communications**
- Community and Police Relations Commission
 - NC Connect (SeeClickFix)
 - Neighborhood Council Program
 - Public Information
 - Social Media
 - Veterans and Military Advisory Committee

- Bid openings
- Boards & Commissions
- Claims against the City
- City Council minutes
- Elections
- Municipal Code
- Public Noticing
- Translation Services

- Collection of City taxes and license fees
- Investments

- Records Manager**
- Custodian of Records
 - Public Records Requests

Police

- Field Operations:**
- Neighborhood Policing Teams
 - Patrol Operations
 - Community Services Unit
 - Traffic Unit
 - Canine Unit
 - SWAT
 - Animal Regulations Unit
- Investigations Unit**
- Core Investigations
 - Task Force Units
 - Gang Enforcement Team
 - Property & Evidence Unit
 - Homeland Security Unit
- Administration Support**
- Internal Affairs
 - Recruiting/Backgrounds Unit
 - Training Unit
 - Crisis Negotiations Unit (CNT)
- Operations Support**
- Grants
 - Fleet
 - Peer Support
- Support Services**
- Communications Center
 - Records Unit
 - Alarm Program
 - Crime Analysis Unit
 - Management Information Systems

Emergency Services

- Fire Suppression & Emergency Medical**
- Community Emergency Response Team
 - Emergency medical response/paramedic
 - Fire Suppression
 - Trauma Intervention Program Liaison
 - Hazardous Materials Response
 - Rescue Operations
 - Station Tours
- Fire Administration & Fire Prevention**
- Issuance of Fire Dept. Permits
 - Design Plan Intake
 - False Alarm Recovery Program
 - Commercial fire inspections
 - Fire Annual inspections
 - New Business License Inspections
 - Haz Mat Inspections
 - Juvenile Fire Setter Intervention
 - Apartment, School, High-rise Inspections
 - CPR/AED Classes
 - Weed Abatement

Engineering

- Capital Improvement Program
- Environmental Compliance
- Storm Water
- Commercial Fats, Oils & Grease (FOG)
- Hazardous Materials (HAZMAT)
- Trash & Recycling (EDCO)
- Traffic Safety Evaluations
- Parking Management
- Traffic Signal Timing
- ADA Compliance
- Safe Routes to School/Active Transportation Program
- Transit Coordination (San Diego MTS)
- Utilities Coordination
- Engineering Plan Checks, Permits and Inspections
- Traffic Control Plan Reviews
- Map Reviews
- Bayshore Bikeway Working Group
- Metro Wastewater JPA
- MTS Board
- Regional Solid Waste Authority
- San Diego County Water Authority
- Sweetwater Authority
- Traffic Safety Committee

Public Works

- Quality of Life Program
- Pothole Repairs
- Sidewalk Repairs
- Trash/Shopping Cart Removals
- Storm Drain/Channel Cleanups
- Street Sweeping
- Sewer Maintenance
- Traffic Signals and Street Lights
- Traffic Signing and Striping
- Parks and Landscape Maintenance
- Tree Trimming/Planting Services
- Athletic Field Use Permits
- Park Air Jump Permits
- Facilities Maintenance
- Vehicle Fleet/EV Program

Community Services

- Community Services**
- Public Art Committee
 - Parks, Recreation and Senior Citizens Advisory Board
 - Community partner liaison
 - Recreation programs for youth, teens, adults, and seniors
 - Recreation contract program management
 - Special event programming
 - Reservation of community centers
 - Volunteer management
 - Port Public Art Committee
- Library**
- Library Board of Trustees
 - Circulation/Borrowing Services
 - Reference Services
 - Local History Room
 - Literacy Services
 - Programs for teens and children
 - 3D Printing Tech Lab
 - Computer and Printer Access
 - Computer Classes
 - eBooks, magazines, Audiobooks, DVDs, CDs
 - Electronic Databases
 - Friends of the Library Bookstore
- Nutrition Center**
- Feeling Fit Club
 - Home Delivered meals
 - Senior Nutrition Center

Housing & Community Development

- Neighborhood Services**
- Code Enforcement
 - Graffiti Abatement
 - Homeless Outreach Program
 - Parking Enforcement
 - Housing Inspection Program
 - Special Events & TUPs
- Planning**
- Property Zoning
 - Land Use & Long-range Planning
 - Planning Commission
 - Zone and Code Changes
 - Shoreline Preservation Working Group
- Building**
- Intake of plans for review
 - Review of building permits and plan applications
 - Issuance of building permits
 - Inspection services for residential/commercial projects
- Housing Authority**
- CDBG & HOME
 - Housing Programs & Projects
 - Real Estate Services
 - Affordability Monitoring
 - Section 8 Housing Vouchers

Administrative Services

- Finance**
- Business Licensing
 - Graffiti Abatement
 - Fees for parking citations
 - Garage sale permits
 - Pet Licensing
 - Purchasing
 - Residential rental license fees
- Human Resources**
- Employment Opportunities
 - Employee Benefits
 - Workers' Compensation
 - Labor Relations
 - Organizational Development and Training
 - Civil Service Commission
- Risk Management**
- Insurance
 - Liability claims management
 - Workers' Compensation
- Information Technology**
- Cybersecurity
 - Data Management
 - Desktop Support
 - Enterprise Resource Planning
 - Network Administration
 - Technical Training
 - Telecommunications
 - Video Surveillance
 - Web Administration



Introduction to Budgeting



Budget 101

- ❖ Fund Accounting (GASB)
 - ❖ General Fund
 - ❖ Sewer, Section 8, Streets, Etc...
 - ❖ Housing and Parking Authorities
- ❖ Budget versus Actuals
 - ❖ Budget is a Forecast of Revenues and Expenditures
 - ❖ Annual Process with 5-Year Horizon
 - ❖ Actual Results are Audited and Provide through ACFR
- ❖ Budgeting – Operating/Accounting - Auditing

Ongoing Revenue

- ❖ Generating General Fund Revenue
 - ❖ Sales Tax – Organic versus Incremental
 - ❖ Cost Recovery for Services and Enforcement
 - ❖ Use One Time Revenues to Improve Land Use and Encourage Redevelopment
- ❖ Other Potential Strategies
 - ❖ Continue Business Recruitment, Retention, and Expansion
 - ❖ Expand Housing and Parking Authorities
 - ❖ Explore Assessment Districts, BIDs, and Infrastructure
 - ❖ Pursue Grants, Incentive Programs, and Opportunity Zones
- ❖ Increased ongoing revenues will be needed to fund growing ongoing expenditures

Ongoing Expenditures

❖ PERSONNEL COSTS – LABOR CONTRACTS

- ❖ Meaningful and Sustainable Wages for Our Workers
- ❖ Recruitment and Retentions Efforts
- ❖ Consider staffing levels through organizational assessments and negotiations

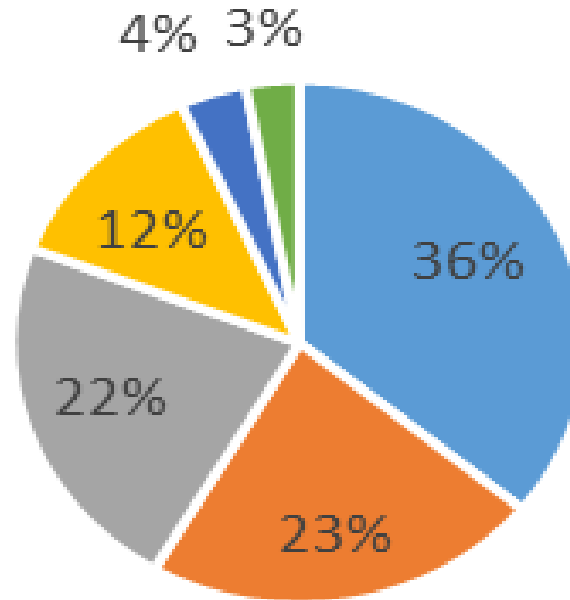
❖ Pension Costs

- ❖ Pension Obligation Bonds
- ❖ Section 115 Trust

❖ Potential Strategies

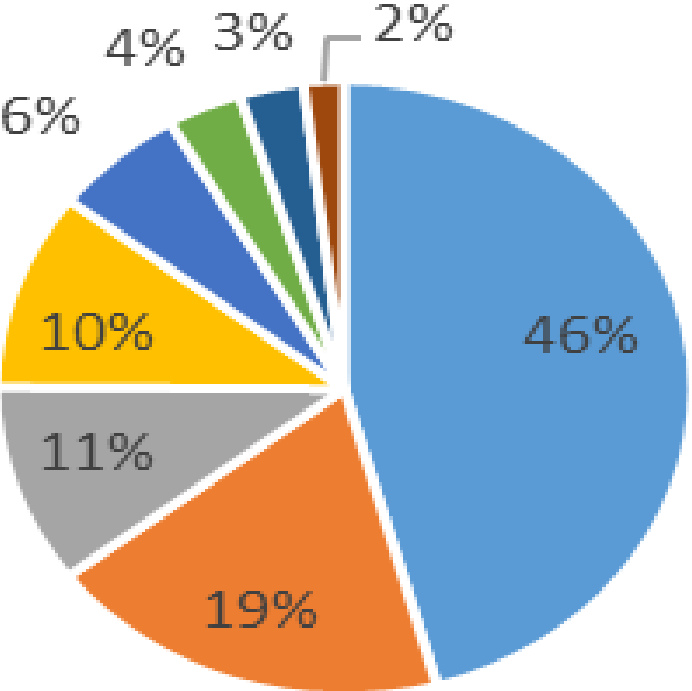
- ❖ Use one time revenues to create ongoing savings
- ❖ Partner with other service providers
- ❖ Create incentives for cost savings
- ❖ Match one time revenues with one time expenditures
- ❖ Remain focused on growing General Fund Revenues

FY23 General Fund Revenue Sources



- Sales & Use Tax
- District Transactions & Use Tax
- Property Tax
- Grand Total
- Other Revenues
- Property Tax in Lieu of VLF
- Transfers In

FY23 General Fund Expenditures



- Police
- Administration
- Community Services
- Fire
- Engineering & PW
- Neighborhood Services
- Other
- Community Development

Current Reserves

Reserves	Target	Balance*	Policy Level
Unassigned Fund Balance	\$ 6,400,000	\$13,956,000	10% General Fund Op Bdgt
Economic Contingency Reserve	\$ 12,800,000	\$ 12,800,000	20% General Fund Op Bdgt
Liability Reserve	\$ 13,264,000	\$ 16,615,000	80% confidence level
Facilities Maintenance	\$ 2,880,000	\$ 2,880,000	4.5% General Fund exp
Vehicle Replacement	\$ 3,141,900	\$ 2,770,265	30% book value of vehicles
Pension Trust (115)	\$ 18,400,000	\$ 6,393,549	2 years UAL payments
OPEB Trust	\$ 4,821,000	\$ 3,133,184	80% OPEB liability

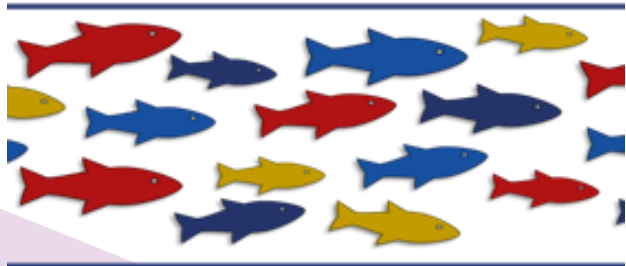
* All balances are as of June 30, 2022 (unaudited) except for unassigned fund balance, which is as of June 30, 2021. Unassigned fund balance at June 30, 2022 is expected to be higher.



Introduction to Goal Setting



Being Focused Gets to Success



We can't do everything,



But we can do some things very well

Successful City Governments

- Respect the **ongoing work** of City departments as the **day-to-day operations** must be well managed – and that takes time
- Have a **collaborative, trusting relationship** between the City Council and staff
- Set a **few focused priorities**, with a staff work plan to achieve them

7 Strategic Focus Areas

Balanced budget and economic development

Communication and outreach

Health, environment and sustainability

Housing and community development

Parks, recreation and library

Public safety

Transportation choices and infrastructure

**Strategic Plan Category and Councilmember Notes
Regarding Their Priorities**

City Manager Notes and Plans for FY 2023-24

1. Balanced Budget and Economic Development

- **Address future deficit and maintain a balanced budget**
- Future deficit projected; need to diversify revenue
- Understand the budget process (one-time vs ongoing expenses)
- Understanding levels of service we can provide based on financial resources; use of funding for core city services
- Potential new development by Plaza Bonita
- Increase property tax through home sales; increase the percentage of for-sale housing

- Be committed to revenue generation for General Fund without conditions
- Focus on staffing levels for existing core service and stay competitive with meaningful and sustainable wage increases for our workers
- CarMax/Cannabis should be completed in the near future with revenue the following approximately a year after that
- Other initiative(s) such as Balanced Plan/Downtown revitalization, parcel tax or other revenue measure will take more time
- Consider and analyze revenue measures for next two elections
- Recognize that tax-exempt affordable housing projects do not create tax revenue but expand service demands; need to find a balance through policies, plans, programs, and projects that maximize resources for delivering services
- Explore alternate funding sources through partnerships and grants

2. Communication and Outreach

- **Improve overall communication and outreach and tailor some communications by district**
- Increase the level of engagement and connection to community
- Connecting people in the community to local government; connect with our constituents post-COVID
- How we communicate and relay information to residents and businesses
- Tailor community outreach for feedback by district

- Establish balance and consistency between staff and councilmember communications and outreach efforts
- Recognize the resources and be realistic about staff capabilities
- Utilize boards, commissions and committees; regional assignments, and staff liaisons
- Determine best practices for restarting Neighborhood Councils or other engagement strategies (District Councils?); consider staffing and Communications Manager
- Utilize analysts in each functional area to collaborate on communication materials provided to the public; establish staff working group
- Develop quarterly management report for City Council that includes financial data, service requests, calls for services, and major priorities
- Provide weekly staff updates to Councilmembers with department detail

<p>3. Health, Environment, and Sustainability</p> <ul style="list-style-type: none"> Continuation of existing projects 	<ul style="list-style-type: none"> We are hiring a Health/Environmental Justice Planner that will provide staff support for a potential Health and Environmental Justice (HEJ) Committee. The HEJ committee can help guide policies and priorities such as amortization of non-conforming toxic uses San Diego Community Power (SDCP) will be rolled out to SDG&E customers and we can work on other energy initiatives through them.
<p>4. Housing and Community Development</p> <ul style="list-style-type: none"> Increase home ownership opportunities and the ratio of ownership to rental housing (build more townhomes, potential to use City property for home ownership development, incentives for developers) Improve permitting and development process for greater efficiency Address homelessness through partnerships with other agencies Interest in rent stabilization 	<ul style="list-style-type: none"> Continue to enhance over the counter permits and streamline plan reviews for large projects and small, like ADUs. Will finalize our Focused General Plan Update (FGPU) in 2023 where we update housing element and related policies including House National City Implemented rent stabilization on mobile home parks in 2022 and can continue to address specific problems in the community regarding tenant protections Overall rent stabilization measure failed at the ballot box in 2020. State and region continue to expand renter protections and we need to keep up with best practices. Clarify our role and influence regarding homelessness on regional, state and federal initiatives and maximize outcomes for National City Transition HOT to HOME outreach and remain persistent in addressing neighborhood concerns. Support Navigation Center and other high impact programs provided by service providers
<p>5. Parks, Recreation and Library</p> <ul style="list-style-type: none"> Provide these important city services 	<ul style="list-style-type: none"> Consider staff options to help define after school programming and/or youth development Recognize what school and other non-governmental organizations (NGOs) are already providing Finish plans and secure funding to build park improvements at all three parks Develop a vision for a “youth development center” at Kimball Park that incorporates the rebuild of the Kimball Rec Center. Strengthen partnerships with local schools Maintain “Age-Friendly” community and intergenerational programming
<p>6. Public Safety</p> <ul style="list-style-type: none"> Enhance public safety through short- and long-term solutions to crime involving youth 	<ul style="list-style-type: none"> Center for Public Safety Management (CPSM) reports have been presented to City Recruitment pipelines/programs (youth development)

<p>7. Transportation Choices and Infrastructure</p> <ul style="list-style-type: none">• Maintain and improve infrastructure for the enjoyment of community; need sufficient funding• Provide and maintain basic city services that impact quality of life (i.e., trash cans, lighting, roads, parks)	<p>Consider infrastructure through the separate components we maintain:</p> <ul style="list-style-type: none">• Streets/Pavement: update PCI and prioritize resources accordingly.• Address street lights and best practices for signals and traffic control• Sewer/Wastewater: Implement master plan and ongoing maintenance• Storm water: Identify funding sources and prioritize projects• Parks: Finalize funded projects and continue assessing needs

Commitments from Staff



Align **programs, projects and activities** to further Council priorities, consistent with budget, staffing and workloads



Build Council direction into **budget and work plans**

Staying on Track with Priorities

Regular progress reporting

Delay new Council-initiatives until next goal setting cycle or mid-year if capacity exists

UNLESS



Best Practice Criteria for Adding Initiatives and Projects Mid-Cycle

Emergency (natural disaster, pandemic, civil unrest)

New outside funding opportunity that is time-sensitive

New multi-agency opportunity that cannot be delayed

Community safety issue that must be addressed in near term

Changes in law or mandates

Otherwise – wait until next goal setting/budgeting process

Closing Comments





Public Comment City Council Comments and Direction