



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

Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, 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, April 18, 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 National Library Week

6

6. PRESENTATION (Limited to Five (5) Minutes each)

7. INTERVIEWS AND APPOINTMENTS

Mayoral and City Council appointments to City Boards/Commission/Committees

7.1 Appointments: City Boards, Commissions and Committees – Mayoral
Appointments for Board of Library Trustees and the Public Art Committee.

7

Recommendation:

Mayoral Appointment with City Councilmembers' confirmation.

7.2 Appointments: City Boards, Commissions and Committees – City Council
Appointments for Civil Service Commission, Housing Advisory Committee, and
the Planning Commission.

36

Recommendation:
City Council to Conduct Interviews and Appointment.

8. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

9. 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.

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

9.2 Approval of City Council Meeting Minutes. 65

Recommendation:
Approve and file.

9.3 Acceptance of an Encroachment Permit and Agreement with SD Street Banners LLC for the Installation of Banners within the Public Right-of-Way for Asian Pacific American Heritage Month. 83

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to Execute an Encroachment Permit and Agreement with SD Street Banners, LLC for the Installation of Asian Pacific American Heritage Month Banners within the Public Right-of-Way."

9.4 Approval of Agreement with Professional Search Group, LLC for Temporary Personnel Services. 91

Recommendation:
Adopt the Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Professional Service Agreement between the City of National City and Professional Search Group, LLC to provide Temporary Staffing Services.

9.5 Approval of Creation of One (1) New Job Classification titled Crime & Intelligence Analyst and Amending the MEA Salary Schedule." 107

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 Municipal Employees' Association Salary Schedule."

9.6 Authorize the Acceptance of the Parks Pass 2023 Library Program Grant. 115

Recommendation:

Approve the Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the City Manager or designee to accept the Parks Pass 2023 Program Grant in the Amount of \$36,600 from the California State Library to fund Library Parks Pass programs and authorizing the establishment of a Library Grants fund appropriation of \$36,600 and corresponding revenue budget."

- 9.7 Authorize the Purchase of a Riding Mower for Public Works Parks Division 153

Recommendation:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcwell Contract #031121-TTC with Turf Star Western for the purchase one (1) Groundsmaster 3200 24HP 2WD Riding Mower in a Not-to-Exceed Amount of \$28,000 for the Public Works Parks Division and Authorizing the City Manager to Approve Adjustments to the Not-to-Exceed Amount for the Purchase of up to \$2,800 as a 10% Contingency for Unforeseen Fluctuations in Pricing."

- 9.8 Authorizing establishment of appropriations and purchases for Capital Improvement Program (CIP) Fleet Vehicle Equipment and Accessories. 205

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) authorizing a Fiscal Year 2023 budget adjustment to establish an appropriation in the amount of \$538,700 in the Vehicle Acquisition Fund; 2) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcwell Contract # 091521-NAF with National Auto Fleet Group for the purchase and build-out of one (1) 2023 Ford Super Duty F-250 SRW XL 2WD SuperCab in a not-to-exceed amount of \$102,000 for the Animal Regulations Officer; 3) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcwell Contract # 091521-NAF with National Auto Fleet Group and pursuant to National City Municipal Code Section 2.60.220 (B) regarding exception to bidding requirements authorizing sole source vendor AEP for the purchase and build-outs of six (6) 2023 Ford Utility Interceptors in a not-to-exceed amount of \$512,000 for National City Police Department; 4) authorizing the purchase of one (1) mini trencher trailer in the not-to-exceed amount of \$4,700; and, 5) authorizing the City Manager to approve adjustments to the not-to-exceed amounts and additional appropriations for these purchases of up to \$62,000 as a 10% contingency for unforeseen fluctuations in pricing."

- 9.9 Authorize the purchase of a Homeless Outreach and Mobile Engagement Truck and a Trash Truck Grapple Loader. 304

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing 1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group pursuant to National City Municipal Code Section 2.60.220 (B) regarding the exception to the bidding requirements authorizing sole source vendor AEP for the purchase and build-out of one (1) 2023 Ford F-150 Responder SuperCrew Truck in a not-to-exceed amount of \$85,000; 2) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 40621-PII with Municipal Maintenance Equipment for the purchase of one (1) TL3 Trash Truck Grapple Loader in a not-to-exceed amount of \$247,000; and, 3) authorizing the City Manager to approve adjustments to the not-to-exceed amounts for these purchases of up to \$33,200 as a 10% contingency for unforeseen fluctuations in pricing."

9.10 2022 General Plan Annual Progress Report 399

Recommendation:

Accept and file the report

9.11 Temporary Use Permit – Fun Box Bounce Park hosted by Fun Box at Westfield Plaza Bonita Mall from May 5, 2023 thru September 2, 2023 with no waiver of fees. 409

Recommendation:

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

9.12 Warrant Register #35 for the period of 2/24/23 through 3/02/23 in the amount of \$1,981,615.69. 446

Recommendation:

Ratify Warrants Totaling \$1,981,615.69

9.13 Warrant Register #36 for the period of 3/03/23 through 3/09/23 in the amount of \$3,859,495.81. 451

Recommendation:

Ratify Warrants Totaling \$3,859,495.81

10. PUBLIC HEARING

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

10.1 Requesting approval of a Resolution receiving the 2022 Annual Military 454

Equipment Use Report, authorizing the purchase of additional military equipment, and updating Military Equipment Use Policy as required by AB 481.

Recommendation:

To approve the Resolution entitled, Resolution of the City Council of the City of National City, California, Receiving the 2022 Annual Military Equipment Use Report, Authorizing the Purchase of Additional Shotguns for Less-Lethal Conversions, Ammunition, Sniper Rifles, and Less-Lethal Projectiles, and Updating the Police Department's Military Equipment Use Procedure as Required by AB 481."

- 10.2 Second Reading and Adoption of Ordinance Amending Title 11 of the National City Municipal Code (NCCMC) – Vehicles, Traffic and Parking. 686

Recommendation:

Adopt Ordinance entitled, "Ordinance of the City Council of the City of National City, California, Amending Title 11 of the National City Municipal Code – Vehicles, Traffic and Parking by Repealing Chapter 11.68 (Cruising) and Implementing the City's Parking Program."

11. STAFF REPORTS

- 11.1 Update on the House National City Opt-In Density-Bonus Program 807

Recommendation:

Receive staff report update and provide comment.

- 11.2 Fiscal Year 2023 Mid-Year Budget Status Report 871

Recommendation:

Accept the report and adopt the resolution authorizing budget adjustments as detailed in Exhibit A.

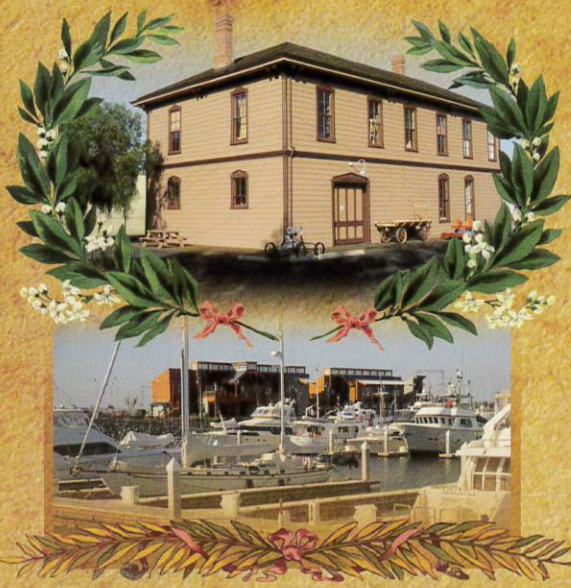
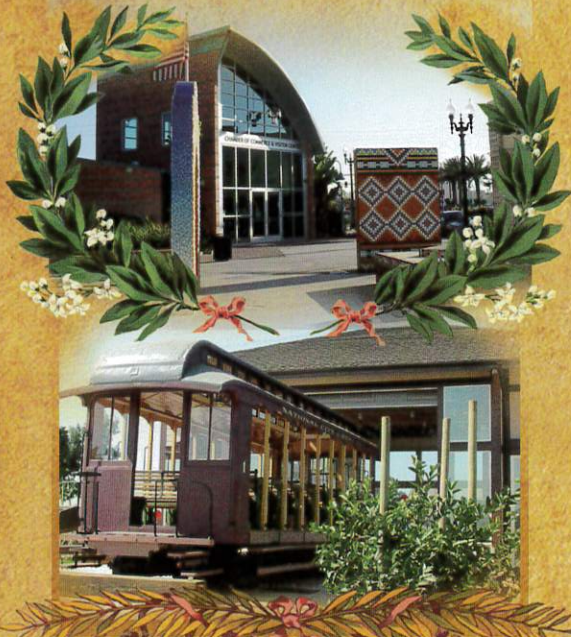
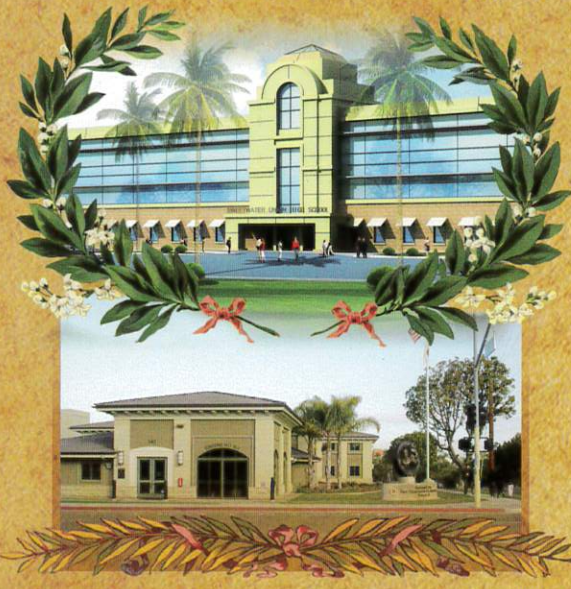
12. CITY MANAGER'S REPORT

13. ELECTED OFFICIALS REPORT

14. CITY ATTORNEY REPORT

15. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, May 2, 2023
- 6:00 p.m. - Council Chambers - National City, California.



Proclamation



WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life; and

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships; and

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week; **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 the week of April 23rd – 29th, 2023 as:

NATIONAL LIBRARY WEEK

As the Mayor of the City of National City, I encourage all residents to visit the National City Public Library to explore the wealth of resources available.

Ron Morrison

Proud to be Mayor of National City





AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Appointments: City Boards, Commissions and Committees – Mayoral Appointments for Board of Library Trustees and the Public Art Committee.

RECOMMENDATION:

Mayoral Appointment with City Councilmembers' confirmation.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

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

The most recent Vacancy Notices were posted on Wednesday, March 8, 2023, and all applications were due to the City Clerk's Office by the deadline of Thursday, March 30, 2023 at 5:00 p.m.

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

- Board of Library Trustees
- Public Art Committee

FINANCIAL STATEMENT:

This report does not reflect financial changes to the budget at this time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

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

The City Clerk’s Office began advertising and accepting applications for vacancies on the following Boards, Committees, and Commissions: Board of Library Trustees and the Public Art Committee on March 8, 2023 with a deadline of March 30, 2023.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The vacancies presented are a combination of resignations and end of term (March 2023).

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Board of Library Trustees	(1) One Seat – Sept. 30, 2023 (This is an Alternate Seat) (1) One Seat – Sept.30, 2025 (1) One Seat – Sept. 30, 2024	Mayoral	Yes	Cindy Lopez Alejandra Sotelo-Solis Jake Zindulka Liliana Armenta*
Public Art Committee	(1) One Seat – Sept. 30, 2024 (This is an Alternate Seat)	Mayoral	No	Catrina Bush Ricardo Rodriguez Eric Quinones Jake Zindulka

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

***One (1) applicant Liliana Armenta** was a member of the Parks, Recreation & Senior Citizens Advisory Board appointed February 16, 2021 with a term that expired on March 31, 2023. Liliana Armenta is not seeking reappointment. Attendance of meetings is shown below for reference.

Attendance	2022 (11)	2023 Three (3)
Attended	3	3
Absent	1	0
Cancelled	7	0

Appointment:

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

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration.

If Mayor Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

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

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

Per City Council Policy #107 (D)(14)(3): Mandatory Training and Filing Requirements: Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

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

Any training required by State Law, Federal Law, or City Policies.

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

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

Received in the Office of
the City Clerk on 12.12.22

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

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

Name: Cindy D. Lopez E-Mail:

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

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 5 months San Diego County: 31 years California: 31 years

Educational Background: B.A. Political Science and Multiple Subject Teaching Credential
- San Diego State University

Occupational Experience: Non-profit Director (2022-Present) Bilingual Teacher (2015-2022)

Professional or Technical Organization Memberships: MANA de San Diego

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

Experience or Special Knowledge Pertaining to Area of Interest: I have experience creating curriculum, lessons, and activities for students K-8 for literacy and mathematics. I also have experience teaching parents literacy and mathematical concepts and skills to support their students.

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

Date: 12/12/2022

Signature:



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

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

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

Received in the Office
of the City Clerk on 2.3.23

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

- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Committee
- Traffic Safety Committee
- Port Commission
- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Housing Advisory Committee*

> Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens and registered voters.

> Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

> Applicants for the Housing Advisory Committee must have subject matter expertise in housing-related issues.

Name: Alejandra Sotelo Solis E-Mail: [REDACTED]

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

Business Affiliation: President / CEO Title: La Pluma Strategie

Business Address: 418 J Ave NC 91950 Tel. No.: 619.246.0330

Length of Residence in National City: 42 San Diego County: 43 California: 43

Educational Background: Swedish HS, UC San Diego BA political science, Coro fellowship in public policy

Occupational Experience: Non profit development director / funds manager, CEO / President of small business

Professional or Technical Organization Memberships: NC Chamber of Commerce, Silayan

Civic or Community Experience, Membership, or Previous Public Service Appointments: Mayor / advisor; PTA central elementary

Experience or Special Knowledge Pertaining to Area of Interest: work to brief literacy - and make resources to the community

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

Date: 2/1/23 Signature: [REDACTED]

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

Pursuant to the California Public Records Act, information on this form may be released to the public upon request. Rev. February 2022

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

Received in the Office of the
City Clerk on 3.30.23

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

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

Name: Jake Zindulka E-Mail: [REDACTED]

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

Business Affiliation: N/A Title: N/A

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

Length of Residence in National City: 1 year San Diego County: 7.5 years California: 7.5 years

Educational Background: Rutgers University, B.S. Management and Global Business, 2014;
University of San Diego School of Law, J.D., 2018

Occupational Experience: Attorney, 2018 - Present

Professional or Technical Organization Memberships: Member, San Diego County Bar Association;
Member, California Lawyers Association (Vice Chair, New Lawyers Section)

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Volunteer, National City Community Service Day, Kimball Park, 2022

Experience or Special Knowledge Pertaining to Area of Interest: See enclosed letter and resume.

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

Date: 3/30/23 Signature: [REDACTED]

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

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

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

BAR MEMBERSHIPS

California, Bar No. 323346

New Jersey, Bar No. 316762020

EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, 2018

Awards: Recipient, Center for Public Interest Law's Outstanding Public Interest Advocate Award*Activities:* Associate Board Member, 2016-2017 Moot Court Board

- *Competitor*, 2016 Alumni Torts Tournament
- *Competitor*, 2017 Paul A. McLennon, Sr. Honors Tournament
- *Brief Writer*, 2017 Gibbons National Criminal Procedure Competition

Rutgers University, Newark, NJ

Bachelor of Science, Management and Global Business, 2014

EXPERIENCE

San Diego Volunteer Lawyer Program, Inc.

San Diego, CA

Staff Attorney

September 2022 – Present

Represent survivors of domestic violence at permanent restraining order hearings. Supervise volunteer attorneys. Conduct client interviews and draft court filings. Conduct direct and cross-examinations.

U.S. District Court, Southern District of California

San Diego, CA

Term Law Clerk for the Honorable M. James Lorenz

January 2021 – September 2022

Consulted with Judge on pending matters. Managed civil docket. Analyzed pleadings and motions. Conducted legal research. Drafted court orders on substantive motions, including motions to dismiss and motions for summary judgment.

County of San Diego, Office of County Counsel

San Diego, CA

Deputy County Counsel, Civil Division

November 2019 – January 2021

Defended the County and its employees in complex civil rights actions. Investigated allegations and assessed merits of lawsuits. Developed litigation strategies. Drafted pretrial motions leading to dismissals with prejudice. Authored Ninth Circuit respondent brief that resulted in affirming a dismissal on the pleadings. Argued motions at hearings. Prepared for early neutral evaluations, case management conferences, and mediations. Interacted with clients. Drafted discovery requests and responses. Direct examined code enforcement officers at administrative hearings. Reviewed County policies and ordinances. Attended closed session meetings. Organized intern recruitment and interviewed applicants.

Deputy County Counsel, Juvenile Dependency Division

May 2019 – October 2019

Represented Child Welfare Services in state court. Advised social workers on investigations. Negotiated with opposing counsel. Prepared witnesses to testify. Direct and cross-examined fact and expert witnesses at bench trials. Raised objections to evidence. Presented opening and closing statements.

Graduate Law Clerk, Civil Division

September 2018 – March 2019

Conducted legal research for civil rights and tort lawsuits. Drafted dispositive motions and a state appellate brief. Drafted motion to quash subpoena that sought testimony of high-ranking government official.

University of San Diego School of Law

San Diego, CA

Research Assistant to Professor Orly Lobel

October 2016 – April 2018

Reviewed articles prior to publication. Edited legal manuscript. Revised labor law textbook. Drafted memoranda on employment and antitrust law.

Shustak Reynolds & Partners, P.C.

San Diego, CA

Law Clerk

August 2017 – April 2018

Drafted memoranda related to securities litigation. Analyzed whether investments qualified as securities under federal law. Drafted responses to regulatory inquiries.

U.S. Securities and Exchange Commission

Washington, D.C.

Summer Honors Intern, Division of Corporation Finance

May 2017 – July 2017

Analyzed S-1s, S-3s, 10-Ks, proxy statements, and confidential treatment requests. Reviewed securities laws, regulations, no-action letters, and staff interpretations. Drafted comment letters to corporate counsel. Attended SEC closed session hearings on enforcement actions.

Center for Public Interest Law, University of San Diego School of Law

San Diego, CA

Student/Intern

August 2016 – May 2017

Researched laws related to the operation of public entities. Monitored the California Board of Accountancy and drafted a report on its actions.

U.S. District Court, Southern District of California

San Diego, CA

Spring Judicial Extern for the Honorable M. James Lorenz

January 2017 – April 2017

Evaluated motions. Attended pretrial hearings. Conferred with law clerks on pending matters.

U.S. Attorney’s Office, Southern District of California

San Diego, CA

Fall Legal Intern, Civil Division

September 2016 – November 2016

Drafted summary judgment motion in *Bivens* action. Conducted research for civil fraud actions. Observed trials.

U.S. District Court, Southern District of California

San Diego, CA

Summer Judicial Extern for the Honorable M. James Lorenz

May 2016 – August 2016

Reviewed pleadings. Conducted legal research. Drafted court orders. Conferred with law clerks.

California Department of Business Oversight (Dept. of Fin. Protection and Innovation)

San Diego, CA

Legal Intern

May 2016 – August 2016

Reviewed consumer complaints. Analyzed financial regulations. Drafted enforcement pleadings.

VOLUNTEER LEADERSHIP

California Lawyers Association

- Vice Chair, California Lawyers Association’s New Lawyers Section (2023 term)
- Executive Committee Member, California Lawyers Association’s New Lawyers Section (2021 – 2023 term)
- New Lawyer Liaison, California Lawyers Association’s Public Law Section (2021 – 2023 term)

San Diego County Bar Association

- Chair, San Diego County Bar Association’s New Lawyer Division (Jan. 2022 – Dec. 2022)
- Board Member (New Lawyer Rep.), San Diego County Bar Association’s Board of Directors (2022 term)

Jake Zindulka



MARCH 30, 2023

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

1243 National City Blvd.
National City, CA 91950

Dear Mayor, Vice Mayor, and Councilmembers,

I am eager to get involved in the community and excited about the opportunities on the National City Board of Library Trustees and the Public Art Committee. I lived in several towns during my childhood and always relied on the local libraries as a source for educational development and entertainment. Roaming the stacks is still a hobby of mine. The library is one of the most vital public institutions, providing members of the public access to books and opportunities to develop professional skills. It is additionally a hub for public engagement, including National City’s Senior Social Hours. It would be a privilege to serve on the Board of Library Trustees to continue the great work of the library.

Art—especially in public settings—can inspire members of the community and raise their aspirations. It also enhances daily commutes to work, school, and stores. It would be a privilege to serve on the Public Art Committee and advocate for more projects, including working with local commercial businesses to have murals painted on their buildings, partnering with owners of vacant retail properties on business strips to host public art shows, setting a goal to establish public art installations within a few blocks of every home, and creating more opportunities for residents to take part in the art.

I am happy to provide additional information. Thank you for your service and consideration. I look forward to hearing from you.

Best regards,

Jake Zindulka

MAR 28 2023

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

Office of the City Clerk
City of National City

- Community & Police Relations Commission* (CPRC)
Library Board of Trustees
Parks, Recreation & Senior Citizens Advisory Committee
Traffic Safety Committee
Port Commission
Civil Service Committee
Planning Commission
Public Art Committee*
Housing Advisory Committee*

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

Name: LILIANA ARMENTA E-Mail: [Redacted]

Home Address: [Redacted] National City, CA 91950 Tel No: [Redacted]

Business Affiliation: Title:

Business Address: Tel. No.:

Length of Residence in National City: 10 yrs San Diego County: 22 yrs California: 48 yrs

Educational Background: HS DIPLOMA, VARIOUS COLLEGE COURSES, NO DEGREE.

IT Certification: Security+, have completed courses on Teamwork/Building

Occupational Experience: 20 yrs ACTIVE US NAVY, AS AN IT, NOW RETIRED. Currently an IT SPECIALIST WITH DEPT OF DEFENSE AT NAVAL AIR STATION NORTH ISLAND.

Professional or Technical Organization Memberships: 15 yr member of ARMED FORCES COMMUNICATIONS & ELECTRONICS ASSOCIATION (AFCEA)

Civic or Community Experience, Membership, or Previous Public Service Appointments: BOARD Member of PRSCAC, term expires 31 MAR 2023. AMERICAN LEGION POST 255 EXECUTIVE BOARD MEMBER, OUR LADY OF GUADALUPE MEDIO Ambiente

Experience or Special Knowledge Pertaining to Area of Interest:

PROJECT MANAGEMENT, SITE SURVEYS, BUDGET PLANNING, CONTRACT REVIEWS, INVOICES

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

Date: 28 MAR 2023 Signature: [Redacted]

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

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

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

RECEIVED

MAR 16 2023

Office of the City Clerk
City of National City

Name :Bush, Catrina

Address

Email :

Board Name :Public Art Committee

Registered to Vote in National City? :

Yes

Resident of National City? :

Yes

Present Employer? :

The Water Lady

Occupation :

Customer Service

Business Address :

San Deigo, CA 92104

Educational Background :

A.S. Journalism

B.S. Communications

some graduate work in School Psychology with a focus in Speech Pathology

Currently Serving on a BCC? :

No

Previously Served on a BCC? :

No

If so, which ones? If it does not apply, type N/A :

N/A

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

Registrar of Voters (Poll Worker)

Experience or Special Knowledge Pertaining to Area of Interest? :

I'm a first time homeowner in National City. However I have been at risk of homelessness while living in San Diego County. I was simply under employed and fell victim to increasing rent prices as a result of gentrification. So, I know and understand that having a safe place to call home is a basic right that's extended to everyone. Also, I seen first hand how public art can positively impact a community. Not only does it improve a community identity and image, it also helps reduce crimes like graffiti and vandalism. Public art can be a tool towards economic growth and community development respectively because it 1) creates cohesion, belonging, and identity and 2) economic impact improves exponentially in communities with public art installations. For example, The LOVE Staute in Philadelphia.

Have you ever been convicted of a felony crime? :

No

Have you ever been convicted of a misdemeanour crime? :

No

Time of Submission :03/16/23 4:30:20 PM

Attachments:

- CBush (Signature) NCity Committee Application 2023.pdf

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

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

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Catrina N. Bush

E-Mail: 

Home Address:  Tel. No.: 

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 2 San Diego County: 1998 ___ California:
1998

Educational Background: B.S. Communications and some graduate work in School Psychology with a focus on Speech Pathology

Occupational Experience: 4 years Active Duty Military (Logistics Specialist), Teacher (Title-1 Reading Instructor), Wedding/Event Coordination/Catering/Food Service (Owner of InBliss Weddings and Events), Account Management (Customer Service)

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments: Registrar of Voters (Poll Worker)

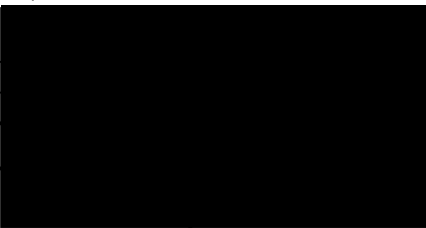
Experience or Special Knowledge Pertaining to Area of Interest:

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

If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 3/16/2023

Signature
Pag



Name : RODRIGUEZ, Ricardo

Address : [REDACTED] National City, CA, 91950

Email : [REDACTED]

Board Name : Public Art Committee

Secondary Phone :

[REDACTED]

Registered to Vote in National City? :

Yes

Resident of National City? :

Yes

District Number? :

1

Present Employer? :

retired

Occupation :

Illustrator & Graphic Artist

Business Address :

N/A

Educational Background :

High School graduate /Industry Training graphic artist

Currently Serving on a BCC? :

No

RECEIVED

MAR 21 2023

Office of the City Clerk
City of National City

Previously Served on a BCC? :

No

If so, which ones? If it does not apply, type N/A :

N/A

Professional or Technical Organization Memberships? :

TTLC

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

Good Earth Gallery, Dodson Montessori Volunteer, Art Collectors Club

Experience or Special Knowledge Pertaining to Area of Interest? :

Over 40 years experience in multi media, oil painting, illustration, publications, collage and all art related fields

Have you ever been convicted of a felony crime? :

No

Have you ever been convicted of a misdemeanour crime? :

No

Time of Submission :03/21/23 4:18:00 PM

Attachments:

- Ricardo B Rodriguez.pdf

Ricardo B. Rodriguez

[REDACTED]
National City, CA
[REDACTED]

Technical Illustrator, Publication and Graphics Specialist with extensive experience in technical documentation, electronic and hard copy media

Technical Competencies:

PTC ISO Draw/Cad process – Product view - Pro E - Visio - Adobe Creative Suite CS4 - Photoshop - Illustrator - Flash - Acrobat - AutoCAD lite - Unix Interleaf - Canvas - Proficient in HTML – Wind-chill - Detract- DOCUMENTUM - Microsoft Office

Professional Experience:

General Atomics Aeronautical Systems Inc. (2011- 2022)

NASA Astronaut Training Division at Johnson Space Center - Bastion Technologies, Inc. (1996 - 2009)

Ford Aero Space (1986 – 1996)

Graphic Specialist: As a technical illustrator for GA-ASI I produce complex figures for reference and repair manuals from Pro E 3D models, photographs and hardcopy input used by the United States Air Force and the United States Army. I've produced over 1300 complex illustrations with a daily high rate of accurate production.

As Senior Illustrator for the Astronaut Training Division at Johnson Space Center I designed and created over 6000 isometric illustrations and produced a wide variety of graphic art work for presentations, web pages, technical documents, training manuals, classroom lessons, white papers, briefings and astronaut debriefings. I designed and created collateral products which included brochures, booklets, posters and exhibits. I generated vector based animations using traditional design techniques and desk top publishing software. For NASA I produced, managed, integrated and maintained graphics used in the Shuttle and International Space Station systems and subsystems astronaut-training manuals. I designed and produced space flight mission and division patches and color web page banners

Publication Specialist: I was the acting liaison between the International team of NASA partners, engineers, curriculum developers, editors and instructors in the planning, designing and the implementation of complex publications. I produced computer based training for Thermal Control Systems, Mechanical Systems, Robotics and Environmental Control Systems.

Artist: I composed a wide variety of original artwork using Adobe CS4, Canvas and freehand methods such as tempera, acrylics oils and airbrush to create mission patches, 3D illustrations, displays and exhibits.

Schematics Lead Coordinator: I planned logistics, cost and production of the International Space Station systems schematics.

Project Lead: I coordinated large graphic-intensive projects with associate illustrators and vendors, determining the portions and phases to be accomplished to ensure that finished artwork was artistically and technically consistent with Mission Operations Directorate and US Government requirements and provided project guidance and training to other illustrators. I coordinated the design of graphics, editing, and word processing for the early Emergency Return Vehicle (ERV) proposal team and other space program proposals

System Maintenance: As a technical illustrator for GA-ASI I maintain my tasks in Detract. At NASA I maintained in DOCUMENTUM a large graphics database used to publish and generate reports on labor work-time and output, projections of resources and funding.

Accomplishments:

As a technical illustrator for GA-ASI developed and implemented techniques, processes and procedures on the use of PTC Product view for faster 3D model extraction.

As Senior Illustrator for the Astronaut Training Division at Johnson Space Center, I designed and produced a 102-page reference guide for the Navy and Mission Control used for real-time collection and analysis of debris data on each Shuttle flight. I developed and produced 20 sets of books overseeing all aspects of production within a small production window. I streamlined the production process by developing user-friendly graphics for non-graphics NASA personal to make revisions and corrections for quick document integration. The cost savings to NASA was an estimated \$10,000.00 per year

Accomplishments:

Coordinated with NASA personnel to produce and develop pictorial desktop procedures and protocol processes to be used by the US and Russia in the early stages of Russian/US collaboration.

Awards: Group Superior Achievement Award for Critical Schedule in support of the International Space Station (ISS) Astronaut Candidate (ASCAN) training Catalog. 10/2009. Certificate of appreciation in recognition of outstanding effort for the Space Station Training Manual Project. 05/1998

Certificate of appreciation in recognition of the significant role in the Space Station Information Services Group in expertise and innovation of document processing. 12/1996

Skills:

Talented in freehand drawing, ink drawing, tempera, oil, & airbrush painting. Designed and produced hardware displays from photographs.

Experienced in audio and video recording, editing, and presentation resource management.

Fluent in Spanish

Charles Milby High School graduate 05-1973

National Agency Check (NAC) via NASA SF86

MAR 27 2023

Office of the City Clerk
City of National City

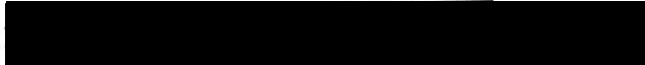
CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

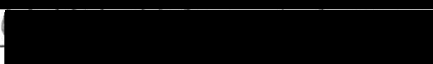
- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Committee
- Traffic Safety Committee
- Port Commission
- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Housing Advisory Committee*

> Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens and registered voters.

> Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

> Applicants for the Housing Advisory Committee must have subject matter expertise in housing-related issues.

Name: Eric R. Quiñones E-Mail: 

Home Address: N/A (Include City/Zip) Tel No: 

Business Affiliation: NONE Title: N/A

Business Address: NONE Tel. No.: N/A

Length of Residence in National City: 43 yrs San Diego County: 43 yr California: 43 yrs

Educational Background: 2nd year Southwestern College Student

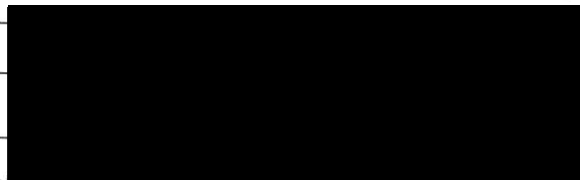
Occupational Experience: people do not need to have any experience to serve on a committee.

Professional or Technical Organization Memberships: ASU student body
Senator at large

Civic or Community Experience, Membership, or Previous Public Service Appointments:
I have worked via social media spreading awareness to the community on many subjects.

Experience or Special Knowledge Pertaining to Area of Interest: I am currently chair of the constitution committee and am on the ways and means committee

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

Date: 3-24-23 Signature: 

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

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

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

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

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

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

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

Applicant Name: Eric R. Quinones

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

If any convictions were expunged disclosure is not required.

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

I am forty four year young
with no criminal history for over
20 years. I was arrested in my youth.

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

PURPOSE

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

Mayor's Appointments:

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

City Council Appointments:

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

POLICY

Appointment Process

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

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

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

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

The City Council fills vacancies on these bodies.

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

11. Report to Council:

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

- b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

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

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

Resignation:

If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

Attendance:

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.
2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

Excused Absences:

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

Excused absences are listed as follows:

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

Removal:

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

Mandatory Training and Filing Requirements:

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

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

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

Removal:

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

Related Policy References

Government Code Section 40605

Government Code Section 54970, et seq.

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

California Government Code Section 53235(b)

California Government Code Section 87100 et seq

National City Municipal Code Title 16 (pending)

Prior Policy Amendments:

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

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

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

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

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

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

BOARDS/COMMISSION/COMMITTEES

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

CITY COUNCIL POLICY #107 and NCMC TITLE 16

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



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Appointments: City Boards, Commissions and Committees – City Council Appointments for Civil Service Commission, Housing Advisory Committee, and the Planning Commission.

RECOMMENDATION:

City Council to Conduct Interviews and Appointment.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

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

The most recent Vacancy Notices were posted on Wednesday, March 8, 2023, and all applications were due to the City Clerk's Office by the deadline of Thursday, March 30, 2023, at 5:00 p.m.

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

- Civil Service Commission
- Housing Advisory Committee
- Planning Commission

Incumbents were given the option to be considered for reappointment, those consideration applications are included in Attachment B in addition to new applications received.

FINANCIAL STATEMENT:

This report does not reflect financial changes to the budget at this time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Attachment A – Explanation

Attachment B – Applications (redacted)

Attachment C – City Council Policy #107

Attachment D – Boards/Commission/Committees Reference Chart

The City Clerk’s Office began advertising and accepting applications for vacancies on the following Boards, Committees, and Commissions: Civil Service Commission; Housing Advisory Committee; and, Planning Commission on March 8, 2023 with a deadline of March 30, 2023.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The vacancies presented are a combination of resignations or end of Term (March 2023).

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Civil Service Commission	(1) One Seat –September 30, 2027	City Council	Yes	Sean Sampsell
Housing Advisory Committee	(1) One Seat – March 31, 2027	City Council	No	Rafael Cotero Denise Kosterlistzky Izayah Santos
Planning Commission/Housing Advisory Committee	(2) Two Seats – March 31, 2027	City Council	Yes	Rafael Cotero Sherry Gogue* Zachary Francisco Gomez* Daniel Perez Pearl Quinones Liliana Armenta* Luis Natividad*

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

The current vacancy on the Housing Advisory Committee is due to a term that expired on March 31, 2023. Committee member Damian Alexander Roman is not seeking reappointment.

One application received from Daniel Perez was received after the March 30, 2023 deadline.

***One (1) applicant Sherry Gogue** was a previous member of the Board of Library Trustees who resigned on September 26, 2022. Attendance of meetings is shown below for reference.

Attendance	2021 Twelve (12)	2022 Nine (9)
Attended	11	6
Absent	1	3
Cancelled	0	0

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Sherry Gogue had completed all required training and filing requirements.

***One (1) applicant Zachary Francisco Gomez** is a current member of the Community & Police Relations Commission who was reappointed at the City Council meeting of March 7, 2023. Attendance of meetings is shown below for reference.

Attendance	2022 Four (4)	2023 One (1)
Attended	4	1
Absent	0	0
Cancelled	0	0

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Commissioner Gomez has completed all required training and filing requirements.

***One (1) applicant Liliana Armenta** was a member of the Parks, Recreation & Senior Citizens Advisory Board appointed February 16, 2021 with a term that expired on March 31, 2023. Liliana Armenta is not seeking reappointment. Attendance of meetings is shown below for reference.

Attendance	2022 (11)	2023 Three (3)
Attended	3	3
Absent	1	0
Cancelled	7	0

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Liliana Armenta had completed all required training and filing requirements.

***One (1) applicant Luis Natividad** is currently a member of the Planning Commission appointed May 7, 2019 with a term that was due to expire on March 31, 2023. Attendance of meetings is shown below for reference.

Attendance	2022 (18)	2023 (Five)
Attended	7	5
Absent	3	0
Cancelled	8	0

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Commissioner Natividad has completed all required training and filing requirements.

Appointment:

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

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration.

If Mayor Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

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

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

Per City Council Policy #107 (D)(14)(3): Mandatory Training and Filing Requirements: Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

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

Any training required by State Law, Federal Law, or City Policies.

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

Name :Sampsell, Sean

Received in the City Clerk's
Office on 3.30.23

Address : [REDACTED]

Email : [REDACTED]

Board Name :Civil Service Commission

Registered to Vote in National City? :

Yes

Resident of National City? :

Yes

Term of Residency? :

28 years

Present Employer? :

unemployed

Occupation :

Unemployed

Business Address :

N/A

Educational Background :

Some college, SWC

Currently Serving on a BCC? :

No

Previously Served on a BCC? :

No

If so, which ones? If it does not apply, type N/A :

N/A

Have you ever been convicted of a felony crime? :

No

Have you ever been convicted of a misdemeanour crime? :

Yes

Time of Submission :03/30/23 5:25:14 PM

Attachments:

- Screenshot 2022-11-21 at 10.30.27 PM.pdf

RECEIVED

MAR 14 2023

Office of the City Clerk
City of National City

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

- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Committee
- Traffic Safety Committee
- Port Commission
- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Housing Advisory Committee*

➤ Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens and registered voters.

➤ Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

➤ Applicants for the Housing Advisory Committee must have subject matter expertise in housing-related issues.

Name: RAFAEL COTERO E-Mail: [REDACTED]

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

Business Affiliation: N/A Title: N/A

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

Length of Residence in National City: 28 YRS. San Diego County: _____ California: 48 YRS.

Educational Background: GRADUATED POINTLOMA HIGH, ATTENDED SOME COLLEGE AT CITY COLLEGE AND SOUTHWESTERN.

Occupational Experience: PAPER BOY AT AGE 12, PACIFIC BEACH ELEMENTARY AGE 15, O'FARRELL MIDDLE SCHOOL AGE 16, NICLOSIS RESTAURANT AGE 18, NAPA AUTO AGE 19-34, CURRENTLY OWN NAPA FRANCHISE
Professional or Technical Organization Memberships: N/A

Civic or Community Experience, Membership, or Previous Public Service Appointments:
WAS CERTIFIED AND DIRECTED TRAFFIC FOR MY CHURCH IN 2013

Experience or Special Knowledge Pertaining to Area of Interest:
SEE ATTACHED

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

Date: 3-13-2023 Signature: [REDACTED]

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

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

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

Experience or Special Knowledge Pertaining to Area of Interest...

Community & Policing Relations Commission-

I've always been described as militant. I joined NJROTC in high school, I was on the Drill Team, which at the time meant we marched with real but unloaded rifles. We were also probably the only high school that had a gun range on campus. I was on the Rifle Team, where after school we fired .22 caliber rifles in the on-campus gun range. After high school I tried to join the Marines, but was not accepted. I attempted to join SDPD, CVPD, NCPD, USBP, and even applied for 911 dispatch. I believe this shows a few things... perseverance, a love for justice and a belief in structure, discipline and respect.

Traffic, Port, Planning, and Housing...

As a father, husband, business owner, and almost three decade resident of National City, I have learned that a good leader leads by example. Instead of sitting on the sidelines, I'd rather be part of the direction in which this great city is headed.

Research has shown that people learn more effectively by doing than by lecture. When you tally up all of my experience so far as a father of a college graduate (CSUSM), a daughter pursuing a nursing degree, and a 9 yr. old in the National School District; A husband with the mother of all of my children for 23yrs; And a business owner of at one point two NAPA Auto Parts Franchises (currently one due to COVID), It shows that the word "Quit" is not in my vocabulary, that I care about my family and their future and therefore care about this community we have called home for almost three decades. I am humbled when people encourage me to share my story as a Latino born in East Los Angeles raised in Logan Heights by my immigrant single mother who remembers standing in lines for government assistance. My experience and knowledge could be of great value on one of the commissions and or committees. Thank you.

RECEIVED
MAR 13 2023

Office of the City Clerk
City of National City

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

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

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

Name: Denise Kosterlistzky E-Mail: [REDACTED]

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

Business Affiliation: Jason Mitchell Group dba Realty Buy Denise Title: Realtor

Business Address: [REDACTED] National City, CA. 91950 Tel. No.: [REDACTED]

Length of Residence in National City: 6 Months San Diego County: 5 Years California: 23

Educational Background: Associates

Occupational Experience: Worked as a Realtor for 5 years helping the community find a home. Volunteered in various communities for over 35 years in 15 in California and 20 in New Jersey

Professional or Technical Organization Memberships: Pacific Southwestern Association of Realtors
NAEMT - National Association of Emergency Medical Technician. CERT Member

Civic or Community Experience, Membership, or Previous Public Service Appointments: NC Chamber of Commerce, Hispanic Imperial Valley, Chamber of Commerce, Women in Construction Point in Time Count

Padres Madres Organization, preciously SD Chamber of Commerce
Experience or Special Knowledge Pertaining to Area of Interest: _____

10 caring for the Elderly. 5 years as a Realtor.

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

Date: 3/10/2023 | 6:55 PM PST Signature: [REDACTED]
3A73A65589E64E5...

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

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

JAN 02 2023

Office of the City Clerk
City of National City

- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Board
- Veterans & Military Families Advisory Committee*
- Port Commission
- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Traffic Safety Committee
- Advisory Housing Committee*

> Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.

> Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

> Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: izayah santos E-Mail: 

Home Address: el cajon California 92020 Tel No: 
(Include City/Zip)

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: _____ San Diego County: 2 yrs California: _____

Educational Background: none

Occupational Experience: _____

Professional or Technical Organization Memberships: _____

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

Experience or Special Knowledge Pertaining to Area of Interest: none

Have you ever been convicted of a felony crime? No: __ Yes: X misdemeanor crime? No: __ Yes: __
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions. in 2010 I was convicted of writing a bounce check with my ex wife .

Date: 12/17/2022 Signature: 

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

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

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

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

Received in the City Clerk's
Office on 3.30.23

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

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

Name: Sherry Coogre E-Mail:

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

Business Affiliation: Title: Agency Owner

Business Address: CA 91950 Tel. No.:

Length of Residence in National City: 22 yrs San Diego County: 39 California: 39

Educational Background: High School Diploma, Insurance Agent Licensed

Occupational Experience: Insurance Agent Licensed

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Past N.C. Library board President, Las Palmas Little League Board member

Experience or Special Knowledge Pertaining to Area of Interest: Housing Knowledge

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

Date: 3/28/23 Signature:

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

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

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

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

- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Committee
- Traffic Safety Committee
- Port Commission
- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Housing Advisory Committee*

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

Name: Zachary Francisco Gomez E-Mail: [REDACTED]

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

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 10+ years San Diego County: 29 years California: 29 years

Educational Background: High School Diploma and some college.

Occupational Experience: DIRECTOR OF OUTREACH & DEVELOPMENT, MARKETING AND EVENTS SPECIALIST, FELLOW PROGRAM: National City - City Council, FIELD ORGANIZER, Community Engagement Coordinator.

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments:
National City Parks, Recreation, & Senior Citizen Advisory Board (PRAB) Appointed (02/06/2018) - Term Expired (09/30/2019), National City Community and Police Relations Commission (Re-appointed 03/15/2022)
Experience or Special Knowledge Pertaining to Area of Interest: _____

*See attached

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

Date: March 3, 2023 Signature: [REDACTED]

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

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

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

***Experience or Special Knowledge Pertaining to Area of Interest:**

4th Generation resident, Civically engaged and always sharing information and resources to the community (Having Knowledge or Understanding of Community Issues).

Community outreach, community service, knowledge of the inner workings of local govt., Going on 5 years of experience as a volunteer/ public servant for the City of National City on other Boards & Commissions. Personable, Approachable, Attention to detail. Problem Solving & Collaboration.

Personal experience with building, remodeling/ renovating my grandparents home.

I am enthusiastic to apply my communication and leadership skills. I am committed to public service that matches my passion for empowering fellow residents and participating in making the city better for all stakeholders.

Having been born and raised in a diverse region, I believe our local community should be built on the idea that no one should feel unseen, unheard, or undervalued. This position would give me the opportunity to contribute to a supportive, equitable, and more inclusive city. Contribute my time to something bigger than myself and that decision are made with long standing impacts (Being Fair & Open-Minded). Always seek to ascertain the public interest and how best to further the interests of the community as a whole because I believe our community is an ecosystem and decisions should not be taken lightly. Personal integrity is utmost. Expertise:

- Budgeting & Project Planning
- Marketing Communications
- Public Relations
- Field / Outreach
- Listening and Reasoning (Analytic Ability)
- Research

Name :Perez, Daniel

Received in the City Clerk's
Office on 3.31.23

Address [REDACTED], national city, 91950

Email [REDACTED]

Board Name :Planning Commission

Registered to Vote in National City? :

Yes

Resident of National City? :

Yes

Present Employer? :

Self Employed

Occupation :

Mortgage Loan Originator (loan officer)

Real Estate Agent

Business Address :

1605 J Ave National City, CA 91950

Educational Background :

CA DRE license 01939770

MLO license 1278122

CSUSM BS Business Administration Emphasis in Finance

Currently Serving on a BCC? :

No

Previously Served on a BCC? :

No

If so, which ones? If it does not apply, type N/A :

n/a

Professional or Technical Organization Memberships? :

CAR - California Association of Realtors SDAR - San Diego Association of Realtors CCA
CAL - Coastal Conservation Association California

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

Las Palmas Little League - Board member Las Palmas Little League - Manager & Coach
Klipsch Heritage Museum Association - lifetime Board member National City Rotary -
2018 - 2022

Experience or Special Knowledge Pertaining to Area of Interest? :

Real Estate

Have you ever been convicted of a felony crime? :

No

Have you ever been convicted of a misdemeanour crime? :

No

Time of Submission :03/31/23 11:28:58 AM

Attachments:

- DRE License Perez.pdf

**STATE OF CALIFORNIA
DEPARTMENT OF REAL ESTATE**

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542. The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 3/31/2023 10:27:31 AM

License Type: SALESPERSON

Name: Perez, Daniel

Mailing Address: [REDACTED]
NATIONAL CITY, CA 91950

License ID: 01939770

Expiration Date: 06/04/26

License Status: LICENSED

MLO License Endorsement: NMLS ID: 1278122 (Click [here](#) to check the status of the MLO License Endorsement)

Salesperson License Issued: 06/05/14

Former Name(s): NO FORMER NAMES

Responsible Broker: License ID: [02085205](#)
Nationwide Loans, Inc
701 PALOMAR AIRPORT RD #300
CARLSBAD, CA 92011

Former Responsible Broker: License ID: [01910081](#)
Seacoast Realty Group
From 06/05/2014 to 10/15/2020

Comment: NO DISCIPLINARY ACTION

NO OTHER PUBLIC COMMENTS

>>>> Public information request complete <<<<

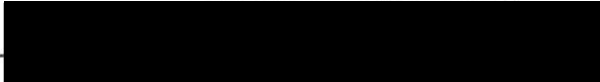
CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES



MAR 07 2023

Office of the City Clerk
City of National City

- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Board
- Veterans & Military Families Advisory Committee*
- Port Commission
- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Traffic Safety Committee
- Advisory Housing Committee*

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

Name: Peard Quinones E-Mail: 

Home Address:  NC, CA 91950 Tel No: 

Business Affiliation: Real Estate Professional Title: Realtor

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 42 yrs San Diego County: 42 yrs California: 42 yrs

Educational Background: B.A. Political Science, SDSU; Masters Public Administration, SDSU; City Planning

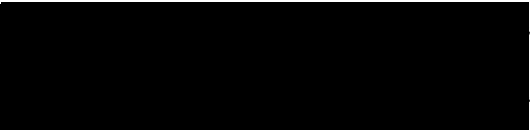
Occupational Experience: Property Manager (32 units) Housing and Home ownership, Real Estate Principles, Kamduse, zoning

Professional or Technical Organization Memberships: National Assoc. of Realtors, CA Association of Realtors, Pacific South west Assoc. of Realtors

Civic or Community Experience, Membership, or Previous Public Service Appointments: Pacific South west Assoc. of Realtors Government Affairs - Com. member

Experience or Special Knowledge Pertaining to Area of Interest: Real Estate Professional

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

Date: 3/7/2023 Signature: 

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

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

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

MAR 28 2023

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

Office of the City Clerk
City of National City

- Community & Police Relations Commission* (CPRC)
Library Board of Trustees
Parks, Recreation & Senior Citizens Advisory Committee
Traffic Safety Committee
Port Commission
Civil Service Committee
Planning Commission
Public Art Committee*
Housing Advisory Committee*

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

Name: LILIANA ARMENTA E-Mail: [Redacted]

Home Address: [Redacted] National City, CA 91950 Tel No: [Redacted]

Business Affiliation: Title:

Business Address: Tel. No.:

Length of Residence in National City: 10 yrs San Diego County: 22 yrs California: 48 yrs

Educational Background: HS DIPLOMA, VARIOUS COLLEGE COURSES, NO DEGREE.

IT Certification: Security+, have completed courses on TEAMWORK/BUILDING

Occupational Experience: 20 yrs ACTIVE US NAVY, AS AN IT, NOW RETIRED. Currently an IT SPECIALIST WITH DEPT OF DEFENSE AT NAVAL AIR STATION NORTH ISLAND.

Professional or Technical Organization Memberships: 15 yr member of ARMED FORCES COMMUNICATIONS & ELECTRONICS ASSOCIATION (AFCEA)

Civic or Community Experience, Membership, or Previous Public Service Appointments: BOARD Member of PRSCAC, term expires 31 MAR 2023. AMERICAN LEGION POST 255 EXECUTIVE BOARD MEMBER, OUR LADY OF GUADALUPE MEDIO AMBIENTE

Experience or Special Knowledge Pertaining to Area of Interest: PROJECT MANAGEMENT, SITE SURVEYS, BUDGET PLANNING, CONTRACT REVIEWS, INVOICES

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

Date: 28 MAR 2023 Signature: [Redacted]

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

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

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

**CITY OF NATIONAL CITY
BOARDS, COMMISSIONS, AND COMMITTEES**

STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT

The City Council will soon consider the appointment / re-appointment to the Planning Commission.

Please check the appropriate box, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed.

I do not desire to be re-appointed.

Luis Natividad:

[Redacted Signature]

 **RECEIVED**
JAN 30 2023
Office of the City Clerk
City of National City

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

PURPOSE

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

Mayor's Appointments:

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

City Council Appointments:

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

POLICY

Appointment Process

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

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

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

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

The City Council fills vacancies on these bodies.

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

11. Report to Council:

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

- b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

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

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

Resignation:

If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

Attendance:

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

- 1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.
- 2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
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3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences:

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

Excused absences are listed as follows:

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

Removal:

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

Mandatory Training and Filing Requirements:

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

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

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

Removal:

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

Related Policy References

Government Code Section 40605

Government Code Section 54970, et seq.

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

California Government Code Section 53235(b)

California Government Code Section 87100 et seq

National City Municipal Code Title 16 (pending)

Prior Policy Amendments:

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

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

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

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

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

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

BOARDS/COMMISSION/COMMITTEES

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

CITY COUNCIL POLICY #107 and NCMC TITLE 16

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



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Approval of City Council Meeting Minutes.

RECOMMENDATION:

Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Meeting Minutes:

- Special City Council Meeting of March 21, 2023
- Special City Council Meeting of March 21, 2023 – Study Session
- Regular City Council Meeting of March 21, 2023
- Workshop Minutes of March 24, 2023

FINANCIAL STATEMENT:

None.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

- Attachment A – Meeting Minutes Special City Council Meeting of March 21, 2023
- Attachment B – Meeting Minutes Special City Council Meeting of March 21, 2023 – Study Session
- Attachment C – Meeting Minutes Regular City Council Meeting of March 21, 2023
- Attachment D – Workshop Minutes of March 24, 2023



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**March 21, 2023, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush
Councilmember Rodriguez (*arrived at 4:06*)
Councilmember Yamane

Others Present: Brad Raulston, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Tonya Hussain, Executive Secretary

1. CALL TO ORDER

The meeting was called to order at 4:05 p.m. by Mayor Morrison.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Morrison led the Pledge of Allegiance.

4. PUBLIC COMMENT

No Public Comment was received.

5. CLOSED SESSION

Members retired into Closed Session to discuss Item 1 at 4:07 p.m. and returned at 4:59 p.m. with all members present in attendance: Morrison, Molina, Bush (arrived 4:06 p.m.), Rodriguez, Yamane, Schultz, Raulston and Garcia

5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: Cali Mota, LLC v City of National City. et. al.

Superior Court of California, County of San Diego

Case No. 37-2023-00007308-CU-WM-CTL

Announcement of actions taken in Closed Session shall be made at the Regular City Council Meeting following this meeting at 6:00 p.m.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, March 21, 2023, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:01 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of April 18, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

March 21, 2023, 5:00 p.m.

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

Present:
Mayor Morrison
Vice-Mayor Molina
Councilmember Bush
Councilmember Rodriguez
Councilmember Yamane

Others Present:
Brad Raulston, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Molly Brennan, Director of Administrative Services
Roberto Yano, Director of Engineering and Public Works
Carlos Aguirre, Director of Housing
Sergio Mora, Fire Chief
Jose Tellez, Police Chief
Joyce Ryan, Director of Library and Community Services
Tonya Hussain, Executive Secretary

1. CALL TO ORDER

The meeting was called to order at 5:09 p.m. by Mayor Morrison.

2. ROLL CALL

3. STUDY SESSION

3.1 Study Session - 5-Year Financial Forecast and Summary of Current Staff Priorities and Initial City Council Goals

Mayor introduced City Manager Raulston and Molly Brennan, Director of Administrative Services who provided the report and PowerPoint Presentation.

Staff recommendation was to receive and file.

4. PUBLIC COMMENT

One (1) Written Public Comment was received by Kelsey Genesi

5. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, March 21, 2023, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:47 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of April 18, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

March 21, 2023, 6:00 p.m.

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

Present:
Mayor Morrison
Vice-Mayor Molina
Councilmember Bush
Councilmember Rodriguez
Councilmember Yamane

Others Present:
Brad Raulston, City Manager
Barry Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Tonya Hussain, Executive Secretary
David McEachern, Housing Programs Specialist II
Sergio Mora, Fire Battalion Chief
Angelita Palma, Housing Authority Programs Manager
Martin Reeder, Planning Manager
Joyce Ryan, Library & Community Services Director
Jose Tellez, Chief of Police
Armando Vergara, Director of Community Development
Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:08 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Yamane, Molina, Morrison

Other elected officials: Treasurer Mitch Beauchamp

Administrative Officials present: Raulston, Schultz, Chapel, Aguirre, Brennan, Hussain, McEachern, Mora, Palma, Reeder, Ryan, Tellez, Vergara, Yano

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Molina led the Pledge of Allegiance. Sweetwater High School Football Team Chaplin Bobby Dominguez delivered invocation.

AGENDA ITEMS 8.3, 8.4, AND 8.5 PULLED FOR CONTINUATION TO A FUTURE MEETING:

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to continue Agenda Item nos. 8.3, 8.4, and 8.5 to the Regular City Council Meeting of April 4, 2023.

Motion carried by unanimous vote.

4. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Chapel.

Two (2) speakers provided in-person comments, one (1) written comment, and four (4) people provided virtual comment.

Comment received via Zoom:

Peggy Walker
Kelly McCormick
Judith Strang
Becky Rapp

In-person comment:

Geoffrey Schrock
Ted Godshalk

5. PROCLAMATIONS AND RECOGNITION

5.1 Women's History Month

Mayor Morrison presented the proclamations to representatives from KSDY Channel 50, Mana de North County San Diego, My Point Credit Union, Gente Bonita Magazine, National Latina Business Women Association San Diego Institute, Latina Con Poder Magazine, Women in Young Black N Business, and Olongapo City Bayanihan Club.

5.2 Employee of the Quarter – Maria Wright, Nutrition Services Supervisor

Director of Library & Community Services Joyce Ryan introduced the Employee of the Quarter.

6. REGIONAL BOARDS AND COMMITTEE REPORTS

Councilmember Rodriguez reported on the business of the SANDAG Transportation Committee and the Mobility Working Group.

Councilmember Bush provided an update on the Air Pollution Control District and the Metropolitan Transit System.

Councilmember Yamane reported on the Sweetwater Authority.

Vice-Mayor Molina provided an update on SANDAG.

Mayor Morrison provided an update on the Sweetwater Authority.

Port of San Diego Commissioner Sandy Naranjo provided an update on the National City's portion of public tidelands.

7. CONSENT CALENDAR

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to approve Consent Calendar Items 7.1, 7.4 through 7.6, 7.8 through 7.12, and Item 7.14 with Items 7.2, 7.3, 7.7 and 7.13 pulled for public comment or discussion.

Motion carried by unanimous vote

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

Motion carried by unanimous vote

- 7.2 Approval of City Council Meeting Minutes.
Public comment received from Ted Godshalk.
Approve and file.
ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to approve the meeting minutes.

Motion carried by unanimous vote

- 7.3 Approval of Agreement with Professional Search Group, LLC for Temporary Personnel Services.

Administrative Services Director Molly Brennan provided a report.

Adopt the Resolution of the City Council of the City of National City, California authorizing the Mayor to execute a Professional Service Agreement between the City of National City and Professional Search Group, LLC to provide Temporary Staffing Services.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Yamane to continue the item.

Motion carried by unanimous vote.

- 7.4 Accept the FY22 State Homeland Security Grant Program funds to purchase equipment for the Police and Fire Departments.

Adopted Resolution No. 2023-23

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, approving and authorizing 1) the Mayor to execute the Standard Assurances for the FY22 State Homeland Security Grant Program; and 2) the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \$47,578 for FY22 State Homeland Security Grant Program for the purchase of equipment for the Police and Fire Departments."

Motion carried by unanimous vote

- 7.5 Sole source purchase of Zoll Monitors/Defibrillators for the Fire Department.

Adopted Resolution No. 2023-24

Adopt the Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220(B) Regarding Sole Source Purchasing of Five X Series Advanced Monitor/Defibrillators from Zoll Medical Corporation

for the National City Fire Department; and 2) Approving the Establishment of Appropriations and a Corresponding Revenue Budget in the Amount of \$198,028 Based on Funding Received From the Lower Sweetwater Fire Protection District's Equipment Replacement Fund.

Motion carried by unanimous vote

- 7.6 Accept and Adopt the 2022 Multi-Jurisdictional Hazard Mitigation Plan – National City Annex

Adopted Resolution No. 2023-25

Adopt the Resolution entitled, “Resolution of the City Council of the City of National City, California, Approving and Adopting the 2022 San Diego County Multi-Jurisdictional Hazard Mitigation Plan – City of National City Annex.”

Motion carried by unanimous vote

- 7.7 Accept and file the Housing Element 2022 Annual Progress Report.

Housing Authority Director Carlos Aguirre and Housing Programs Specialist II David McEachern provided a report.

Accept and file the Housing Element 2022 Annual Progress Report pursuant to California Code Section 65400 to the California Department of Housing and Community Development (HCD) and Office of Planning and Research (OPR).

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to accept and file the report.

Motion carried by unanimous vote

- 7.8 Amending the Agreement between the City of National City and Devaney Pate Morris & Cameron LLP for legal services.

Adopted Resolution No. 2023-26

Adopt the Resolution entitled, “Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Devaney Pate Morris & Cameron LLP for legal services in the specialized area of General Civil Litigation Defense arising from Government Claims by 1.) Increasing the not-to-exceed amount by \$125,000 for a new total not-to-exceed amount of \$200,000 pertaining to litigation titled Bhandari v. City; and 2.) Increasing the not-to-exceed amount by \$75,000 for a new total not-to-exceed amount of \$150,000 pertaining to litigation titled Cummins v. City.

Motion carried by unanimous vote

- 7.9 Notice of Decision – Planning Commission approval - Conditional Use Permit for the Operation of a Service Station at an Existing Gasoline Station located at 2401 East Division Street.

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed (Case File No. 2022-34 CUP) (Community Development – Planning).

Motion carried by unanimous vote

- 7.10 Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for a new Wireless Communications Facility to be located at 901 Euclid Avenue.

Receive and File.

Motion carried by unanimous vote

- 7.11 Temporary Use Permit - Community Easter Egg Festival sponsored by Jesus Church San Diego at Kimball Park on April 1, 2023, from 11 a.m. to 3 p.m. with no waiver of fees

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.

Motion carried by unanimous vote

- 7.12 Temporary Use Permit – The 14th Annual San Diego Granfondo Bike Ride sponsored by Life Sports Foundation on April 23, 2023 from 7:30 a.m. to 5 p.m. with no waiver of fees.

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.

Motion carried by unanimous vote

- 7.13 Warrant Register #31 for the period of 1/27/23 through 2/02/23 in the amount of \$2,267,218.53

Public comment received from Ted Godshalk.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush to approve the item.

Ratify Warrants Totaling \$2,267,218.53

Motion carried by unanimous vote

- 7.14 Warrant Register #32 for the period of 2/03/23 through 2/09/23 in the amount of \$2,310,853.39

Ratify Warrants Totaling \$2,310,853.39

Motion carried by unanimous vote

8. PUBLIC HEARING

- 8.1 Public Hearing No. 1 of 2 HUD 2023-2024 Annual Action Plan and the allocation of HUD Entitlement Grant Funds to the CDBG and HOME Program activities.

Director of the Housing Authority Carlos Aguirre introduced Housing Authority Programs Manager Angelita Palma who presented the item utilizing a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 7:39 p.m.

There was no public comment.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:43 p.m.

Councilmember Bush left the dais at 7:40 p.m. and returned at 7:43 p.m.

Recommendation: Conduct the Public Hearing and approve recommendations for the CDBG and HOME funding allocations from the sources identified in the Financial Statement.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Yamane to approve the staff recommendation.

Motion carried by unanimous vote.

- 8.2 Public Hearing and Resolution of the Substantial Amendment to the 2021-2022 Annual Action Plan for the HUD Draft HOME-ARP Allocation Plan.

Adopted Resolution No. 2023-27

Housing Authority Programs Manager Angelita Palma and MDG HOME Program Consultant Clint Whited presented the item utilizing a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 7:44 p.m.

There was no public comment.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:48 p.m.

Recommendation: Approve the Resolution titled, "Resolution of the City Council of The City of National City, California, Adopting the U.S. Department of Housing and Urban Development (HUD) Substantial Amendment to the 2021-2022 Annual Action Plan for the Draft HOME Investment Partnerships Program-American Rescue Plan (HOME-ARP) Allocation Plan and the allocation of \$1,188,787 in grant funds proposed for affordable rental housing and planning and administration."

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to adopt the resolution.

Motion carried by unanimous vote.

Item Pulled from Agenda – Continued to a Future Meeting

- 8.3 Consideration of the findings of the Balanced Plan Environmental Impact Report and Mitigation Monitoring and Reporting Program (MMRP).

Recommendation: Adopt the Resolution of the City Council of the City of National City, California, Accepting the Findings of the Balanced Plan Environmental Impact Report and Adopting by Reference the Mitigation Monitoring and Reporting Program.

Item Pulled from Agenda – Continued to a Future Meeting

- 8.4 Approval of Amendment to City's Local Coastal Program reflecting jurisdictional boundary changes affected by the Port of SD - National City Balanced Plan and expansion of the Bayshore Bikeway

Recommendation: Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Approving a Local Coastal Program (LCP) Amendment to Reflect Jurisdictional Boundary Changes Affected by the Port of San Diego's National City Balanced Plan and Expansion of the Bayshore Bikeway.

Item Pulled from Agenda – Continued to a Future Meeting

- 8.5 Ratifying the Sale of Real Property known as APN: 559-118-02 and Declaring that the property is no longer needed for City purposes and that such properties are exempt under the Surplus Land Act.

Recommendation: Adopt the Resolution of the City Council of the City of National City, California, Ratifying the Sale of Real Property known as APN: 559-118-02 and declaring that the property is no longer needed for City purposes and that such properties are exempt under the Surplus Land Act.

Councilmember Rodriguez left the dais at 7:47 p.m. and returned at 7:51 p.m.

- 8.6 Amendment to Title 18 (Zoning) of the National City Municipal Code to create an Interim Use Ordinance related to the use of nonconforming buildings within the City.

Planning Manager Martin Reeder presented the item and PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 8:07 p.m.

There was no public comment.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:11 p.m.

Recommendation: Introduce the Ordinance.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to introduce the Ordinance.

Motion carried by unanimous vote.

8.7 Second Reading and Adoption of Ordinance Amending National City Municipal Code Chapter 2.75 adjusting campaign contribution limits as required every odd-numbered year to reflect changes in the Consumer Price Index

Adopted Ordinance No. 2023-2518

City Clerk Shelley Chapel provided the report and a statement: Following the Introduction of the Ordinance it was recognized that the math on the report was correct as far as calculation of the percentage the contribution limit would change which is 13.3%. However, in the report the amounts five3 of \$1,065, Individual contribution and \$2,130 for Political Action Committees (PACs) were for a one-year calculation and the requirement is two-year or the 13.3%. The accurate totals will be \$1,135 per Individual and \$2,265 per PAC and independent committees to candidates in controlled committees. At the discretion of the City Council to consider and additional second reading and adoption of the Ordinance or considering the percentage was accurate, it was a clerical error in the two year math. The City Council determined it was a clerical error and continued with the second reading and adoption of the Ordinance noting that correction noted in the minutes and changed in the Ordinance prior to codification into the National City Municipal Code.

Mayor Morrison declared the Public Hearing open at 8:14 p.m.

There was no public comment.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:18 p.m.

Recommendation: Adopt Ordinance entitled, "Ordinance of the City Council of the City of National City, California, Amending Various Sections of the National City Municipal Code Chapter 2.75 to adjust the Campaign Contribution Limit for any Election Held on or after January 1, 2024."

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Molina to adopt the Ordinance with clerical errors corrected by staff.

Motion carried by unanimous vote.

9. CITY MANAGER’S REPORT

City Manager Brad Raulston introduced staff who provided various updates.

10. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

11. CITY ATTORNEY REPORT

CLOSED SESSION

Mayor Morrison introduced City Attorney Schultz who reported that by unanimous vote the City Council provided direction to legal counsel to defend the matter for Closed Session Item 5.1.

5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: Cali Mota, LLC v City of National City. et. al.

Superior Court of California, County of San Diego

Case No. 37-2023-00007308-CU-WM-CTL

12. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, April 4, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 8:40 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of April 18, 2023

Ron Morrison, Mayor



WORKSHOP MINUTES OF THE CITY COUNCIL

**March 24, 2023, 9:00 a.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush
Councilmember Yamane (arrived 9:30 a.m.)

Others Present: Brad Raulston, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Alejandro Hernandez, Assistant Chief of Police
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Library & Community Services Director
Armando Vergara, Director of Community Development
Roberto Yano, Director of Public Works and City Engineering

Absent: Councilmember Rodriguez

1. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Mayor Morrison.

2. ROLL CALL

3. **PUBLIC COMMENT**

Edward Nieto
Carlos Ruiz
Karen Azhocar McManus

4. **STAFF REPORT**

Conducted City Council Goal Setting Workshop

Councilmembers conducted the “Dot” process and selected from a list of 18 items their “Top 5” areas by majority that will be the Goals for City Council going forward.

1. Improve permitting and development process for greater efficiency (4 dots)
2. Provide services that impact quality of life (e.g. cleanliness) (3 dots)
3. Improve communication and outreach overall and tailor some by district (2 dots)
4. Maintain and improve infrastructure (2 dots)
5. District Budgeting (to be defined) (2 dots)
6. Pipelines for public safety jobs (2 dots)
7. Golf course development (1 dot)
8. Address future deficit and maintain a balanced budget (1 dot)
9. Increase home ownership opportunities and the ratio of ownership to rental housing (1 dot)
10. Address homelessness through partnerships with other agencies (1 dot)
11. Enhance public safety through short and long-term solutions to crime involving youth (1 dot)

PUBLIC COMMENT:

Geoffrey Schrock
Joan Rincon

5. **ADJOURNMENT**

Mayor Morrison adjourned to the Workshop of the City Council of the City of National City, Tuesday, April 4, 2023, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The workshop adjourned at 2:30 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of April 18, 2023.

Ron Morrison, Mayor



AGENDA REPORT

Department: Engineering
Prepared by: Roberto Yano, Director of Public Works/City Engineering
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Acceptance of an Encroachment Permit and Agreement with SD Street Banners LLC for the Installation of Banners within the Public Right-of-Way for Asian Pacific American Heritage Month.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to Execute an Encroachment Permit and Agreement with SD Street Banners, LLC for the Installation of Asian Pacific American Heritage Month Banners within the Public Right-of-Way."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The month of May is Asian Pacific American Heritage Month. The Asian Pacific American Coalition is coordinating the installation of celebratory banners throughout National City to commemorate this month. The APAC-proposed banners (Exhibit A) will be installed on city-owned poles, as well as new windbreaker hardware, within the public right of way at the locations, shown in Exhibit B. APAC has engaged SD Street Banners, LLC to fabricate and install these banners, and is requesting the City to execute an Encroachment Permit and Agreement with SD Street Banners, LLC.

Staff recommends approving the execution of the Encroachment Permit and Agreement to allow for the installation of Asian Pacific American Heritage Month banners throughout National City within the public right of way.

FINANCIAL STATEMENT:

Total Fees: \$690

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Banner Specs

Exhibit B – Map of Banner Location

Exhibit C – Encroachment Permit Agreement

Exhibit D – Resolution Encroachment with SD Street Banners for APAHM

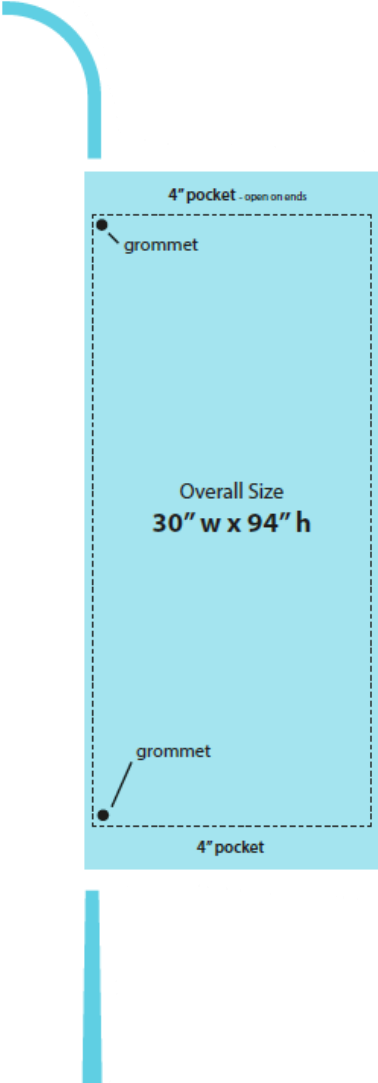
EXHIBIT A

Banner Specs: There are 2 size of banners to be produced. 30" x 94" as shown below, 20" x 62" exact same design and spec as below just smaller in size.

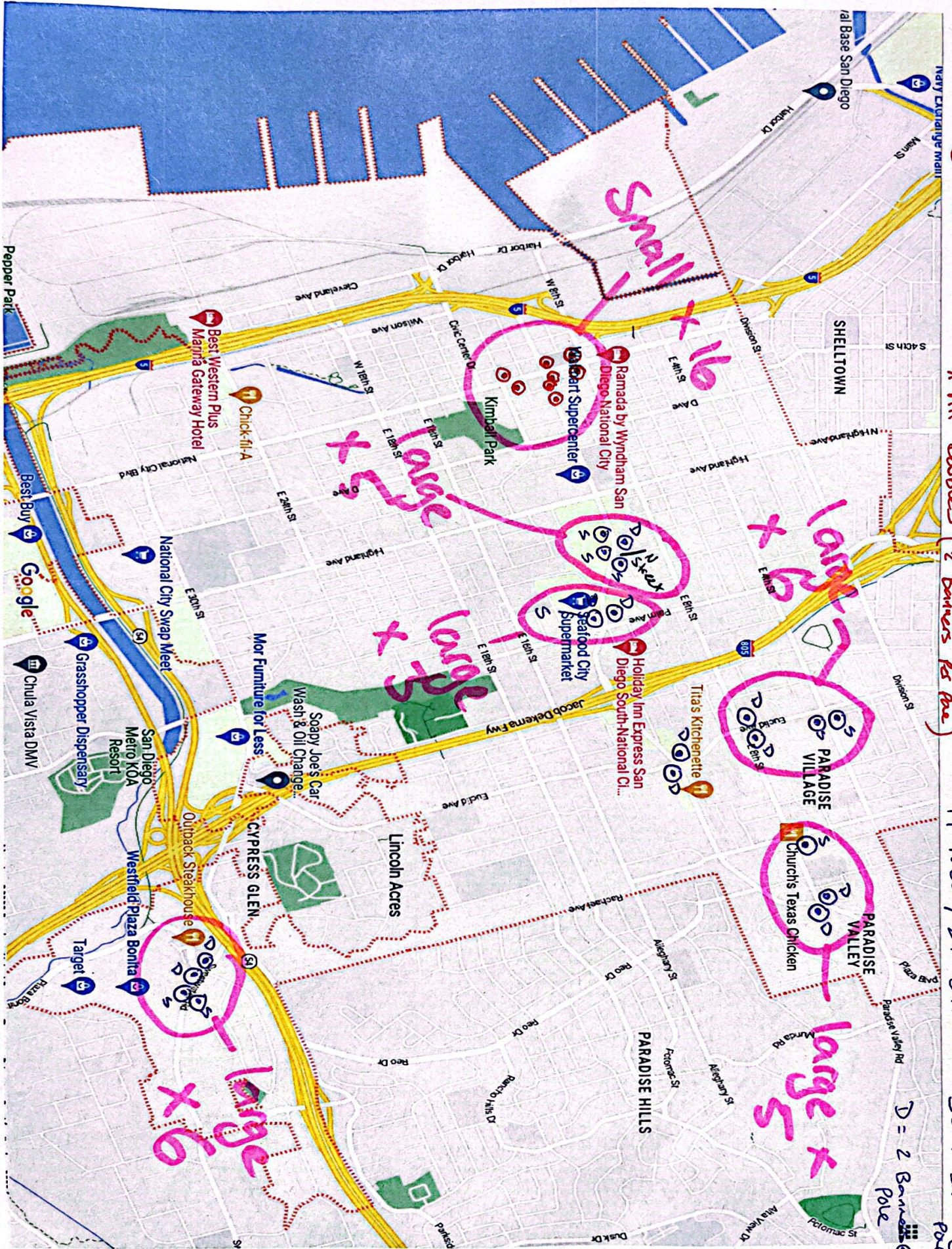
Banner Image:



Hardware: The small banners will be installed on existing city hardware originally installed by City of National City. The large banners will be hung on the windbreaker hardware shown below and will be attached to the pole with Stainless Steel Banding.



WINDBREAKER BRACKET SYSTEM
The WindBreaker Bracket System has been engineered for exterior installations in all types of weather. The banner system features an aluminum housing with an adjustable fiberglass arm cantilevered to keep the banner tight. The flexible arm spills the wind pressure from the pole and banner to prolong the life of your banner program.



20" x 62" Banners on existing city hardware = 8 Dbls / 16 Banners
 * All Doubles (2 Banners per Pole)
 30" x 94" Banner on windbreakers hardware
 19 Poles / 29 Banners
 D = 2 Banners Pole
 S = 1 Banner Pole

FEE: \$690.00

ENCROACHMENT PERMIT AND AGREEMENT
(Commercial)

The City Of National City hereby grants an Encroachment Permit to the undersigned,
SD Street Banners LLC (hereinafter referred to as "OWNER"), in accordance with and pursuant to
the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CITY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall

provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverage required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:

a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.

b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.

7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED:

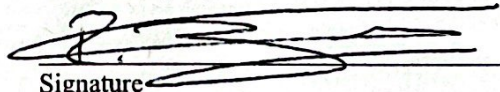
CITY OF NATIONAL CITY

Ron Morrison, Mayor

PERMITTEE:

SD Street Banners LLC

Entity/Company



Signature

Russell Warner, Owner

Name & Title

**ATTACH NOTARY CERTIFICATION FOR THE NAME OF PERMITTEE SHOWN ABOVE.
USE CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT NOTARY ONLY.**

PERMITTEE/APPLICANT INFORMATION:

Russell Warner

Person in Responsible Charge

310.755.1060

24/7 Phone Number

SD Street Banners LLC

Firm Name

Mailing Address:

9126 Togan Ave

San Diego

CA, 92129

**PLAT SHOWING LOCATION OF STRUCTURES, EASEMENT, OR RIGHT-OF-WAY, AND
SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED**

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT PERMIT AND AGREEMENT WITH SD STREET BANNERS, LLC, FOR THE INSTALLATION OF ASIAN PACIFIC AMERICAN HERITAGE MONTH BANNERS WITHIN THE PUBLIC RIGHT-OF-WAY

WHEREAS, the month of May is Asian Pacific American Heritage Month and the Asian Pacific American Coalition (APAC) is coordinating the installation of celebratory banners throughout National City to commemorate this month; and

WHEREAS, APAC has engaged SD Street Banners, LLC to fabricate and install these banners; and

WHEREAS, APAC is requesting the City to execute an Encroachment Permit and Agreement with SD Street Banners, LLC.

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 execution of the Encroachment Permit and Agreement with SD Street Banners, LLC to allow for the installation of Asian Pacific American Heritage Month banners throughout National City within the public right of way.

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 18th day of April, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, 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, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Approval of Agreement with Professional Search Group, LLC for Temporary Personnel Services.

RECOMMENDATION:

Adopt the Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Professional Service Agreement between the City of National City and Professional Search Group, LLC to provide Temporary Staffing Services.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On March 21, 2022, this item originally presented for City Council consideration, and then consequently pulled from the Consent Calendar for discussion, has returned per City Council direction. Following the discussion and by unanimous vote of the Council, the item was continued to this meeting. During that meeting and discussion, City Councilmembers addressed staff with questions and comments. Response to those queries can be found in this report.

Professional Search Group (PSG) has been providing the City with temporary staffing services since 2019. Specifically, they find temporary personnel to fill vacant administrative and internal service positions (HR, Finance) as requested. The temporary personnel are PSG employees who work at the City to backfill vacancies that are pending a recruitment for a permanent hire or to backfill long-term leaves of permanent employees. Using temporary staffing reduces burnout of City staff and maintains services levels for our residents.

**Professional Search Group
Payment History**

FY23	\$119,576.87
FY22	\$293,910.69
FY21	\$164,346.56
FY20	\$107,538.45
FY19	\$5,723.82

The payment history with PSG by fiscal year in the table above does show this contract should have come to City Council for award sooner. This was an unintentional oversight. As stated by staff during the item’s discussion on March 21, 2023, each department processes payment for temporary personnel from their respective departmental budgets. Because of this segregated billing system, there was no oversight on the contract as a whole for the cumulative expenses. In spring of 2022, due the increase in vacancies and subsequent increase in the use of temporary

workers, staff did realize this contract had exceeded the City Manager's signing authority and the HR Director was tasked with preparing a contract for City Council. Unfortunately, due to prior HR Directors lack of action, and immediate departure from employment with the City in June of 2022, this task was displaced.

In July of 2022, staff once again worked with the vendor to negotiate a new contract and forwarded the contract to the City Attorney's Office at the beginning of August for review. Procedure in processing agreements requires a legal review prior to Council action. The City Attorney's Office provided a response to the request in February 2023 and then the item initially presented at the March 21, 2023, Regular City Council Meeting.

Since March 21st the City has been unable to backfill positions with PSG temporary workers since we do not currently have an approved contract with the vendor. The following is a list of the positions that were recently backfilled with PSG temporary staff and the justification:

- Police Operations Assistant – permanent employee on long-term leave
- Senior Office Assistant – vacancy
- Administrative Secretary – vacancy
- Housing Assistant – vacancy

Although we have filled these specific vacancies with permanent City employees and have no PSG temps working for the City currently, there is the chance that at any time a current employee could give two-weeks' notice, or could go out on an unanticipated long-term leave of absence. As a result, this could create a new vacancy or the need to hire temporary staffing to backfill the position until a permanent hire replacement processed.

The City does use one other temporary staffing agency, Hamlyn Williams, which is within the City Managers authority to hire and sign an agreement. However, Hamlyn Williams specializes in Finance and IT placements only, therefore, not utilized as often as PSG.

The City's Civil Service Rules dictate the City's recruiting and hiring process. Hiring permanent full-time employees typically takes 3-4 months, or potentially longer if a police level background check is necessary for the position. Expanding the size of the HR staff will not reduce this timeline.

- Once a job is posted it is open to applicants for 2-6 weeks
- Applicants are screened, and are given a week appeal period per Civil Service rules
- Departments with open positions receive the eligibility list
- Departments schedule and conduct interviews
- Conditional offers are negotiated
- Background checks are completed
- Fit for duty exams are completed
- Candidates give notice to their current employers
- Onboard as new employees at National City

There is no way around the fact that all of these steps take time.

The rules do allow for provisional appointments, or temporary appointments, however, per the Civil Service Rules; even these temporary hires must meet the minimum qualifications of the vacant position. Therefore, the City would still be required to open a job posting to receive applications for temporary hires to find potential candidates, and then screen them to confirm they meet the position's minimum qualifications. The process for hiring temporary workers directly would look very similar to a permanent recruitment, the process would take a significant amount of time, and the vacancy would remain unfilled for a few months, negating the purpose of using

temporary workers and potentially extending further providing HR staff time and capacity to recruit for the permanent hire.

Our Civil Service Rules do not allow us the flexibility to be a nimble hiring organization. Other agencies of our size use professional service vendors, like PSG, to provide temporary personnel services for these reasons, such as Chula Vista and La Mesa. Only very large public agencies, like the City of San Diego or County of San Diego, operate their own internal temporary worker pools. The large agencies are able to operate their own temporary worker pools because there is always a vacancy in the workforce due to their size. Even then, the County supplements their internal temporary worker pool with an outside professional service vendor for temporary personnel services.

For the reasons discussed above, staff recommends continuing to use temporary staffing services with professional services vendors as a resource to temporarily backfill our vacant positions.

As a professional service vendor, there is no requirement and is not subjected to the formal bid process. The agreement with PSG is for a not-to-exceed amount of \$275,000 per year. Like the on-call agreements the City has with other professional service vendors, payment is only due to the vendor when the City requests a temporary staffing placement. Prior to each PSG placement, the City and PSG agree upon an acceptable hourly rate for said services depending on the type of position.

FINANCIAL STATEMENT:

None. When used to backfill vacancies, temporary staffing service costs are offset by personnel service budget savings. If a department asks for temporary staffing services, they would need to demonstrate it is budget neutral or ask City Council for the budget allocation necessary through a future Council action.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
PROFESSIONAL SEARCH GROUP, LLC**

THIS AGREEMENT is entered into on this 18th day of April, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and PROFESSIONAL SEARCH GROUP, LLC, a corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide provision of temporary personnel services.

WHEREAS, the CITY has determined that the CONSULTANT is a recruitment firm specializing in the recruitment of finance, accounting, information technology, and clerical professionals on a temporary, contract, and permanent basis and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT on an as needed basis to identify and provide temporary personnel and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on April 18, 2023. The duration of this Agreement is for the period of three years through April 18, 2026. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”.

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

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith

and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

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

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$275,000 per year. An hourly all-inclusive bill rate will be charged on a per candidate, per position basis. This bill rate will be agreed upon between the CITY and the CONSULTANT prior to a candidate starting employment. If the CITY uses the CONSULTANT for recruitment services in the future, the introduction fee due to the CONSULTANT shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT

shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the

California Public Employees Retirement System (“PERS”) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

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

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

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

20. **TERMINATION.**

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

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

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

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages

caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

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

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

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

To CONSULTANT:
Carl Fink
Director
Professional Search Group, LLC
6790 Embarcadero Lane, Suite 100
Carlsbad, CA 92011

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

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest,

either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

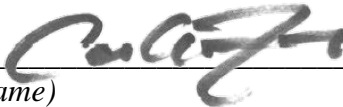
[Signature Page to Follow]

CITY OF NATIONAL CITY

PROFESSIONAL SEACH GROUP, LLC

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

By: _____
Ron Morrison, Mayor

By:  _____
(Name)

APPROVED AS TO FORM:

Carl Fink

(Print)

By: _____
Barry Schultz
City Attorney

Director

(Title)

By: _____
(Name)

(Print)

(Title)

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND PROFESSIONAL SEARCH GROUP, LLC TO PROVIDE TEMPORARY STAFFING SERVICES.

WHEREAS, Professional Search Group, LLC has provided temporary staffing services for the City of National City since 2019; and

WHEREAS, the City uses temporary staffing services to backfill vacancies that are pending a recruitment for a permanent hire or to backfill long-term leaves of permanent employees; and

WHEREAS, using temporary staffing reduces burnout of City staff and maintains services levels for our residents; and

WHEREAS, the parties wish to enter into an Agreement to provide temporary staffing services by entering into a Service Agreement for the term from April 18, 2023 to April 18, 2026 at a not-to-exceed amount of \$275,000 per fiscal year.

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 professional services agreement with Professional Search Group, LLC to provide temporary staffing services.

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 18th day of April, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, 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, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Approval of Creation of One (1) New Job Classification titled Crime & Intelligence Analyst and Amending the MEA 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 Municipal Employees’ Association Salary Schedule.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

On March 8, 2023 the National City Civil Service Commission approved the new Crime & Intelligence Analyst job classification (Exhibit A).

EXPLANATION:

The Police Department requested the creation of a new classification to address the expanded needs of higher-level subject matter expertise and complex analysis and to support workforce sustainability. After a thorough job analysis of the roles and responsibilities of the current employee serving in the Crime Analyst classification, HR staff agreed that a journey-level classification was necessary to reflect the higher-level duties of the position as currently executed.

The Civil Service Commission voted to approve the new Crime & Intelligence Analyst classification at their last meeting and the Municipal Employees’ Association supports the addition of the new classification to allow for a promotional opportunity within their membership.

Exhibit B is the proposed salary for the position. The first page of the exhibit shows the current Crime Analyst salary steps and the second page the proposed Crime & Intelligence Analyst Salary Steps. Through the rest of 2023, there would be a 9.4% difference between the two classifications and in January 2024, the Crime Analyst will get a 6.16% equity + COLA increase and the Crime & Intelligence Analyst will get a 3% COLA increase, bringing them to a 6.1% difference. While both positions will not be filled at the same time, for employees that are hired at the lower level classification and are promoted during their time working at the City, the MEA MOU requires promotions come with at least a 5% salary increase. Therefore, the wages should maintain at least 5% differential between these two classifications.

If approved, the current Crime Analyst will be promoted to the new Crime & Intelligence Analyst position the first full pay period after City Council approval.

FINANCIAL STATEMENT:

Staffing the Police Department with the higher level Crime & Intelligence Analyst will cost the General Fund approximately \$9,000 per year more than the current staffing at the Crime Analyst level. No additional FY23 budget appropriations are necessary due to other vacancies within the Police Department providing cost savings that offset the additional cost for the remainder of the current fiscal year. If approved, moving forward the additional cost will be included in the FY24 proposed budget.

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 – Crime & Intelligence Analyst Job Classification

Exhibit B – Proposed Salary Schedule

Exhibit C - Resolution

CRIME & INTELLIGENCE ANALYST	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: March 2023

DEFINITION

Under direction, compile, independently analyze, evaluate, correlate, and disseminate crime data, crime reports and other criminal intelligence information provided by local, State, and Federal law enforcement agencies relative to general criminal activities and organized criminal groups; as well as, disclose patterns and trends of criminal activity for the City of National City, using various illustrative and statistical methods.

DISTINGUISHING CHARACTERISTICS

The Crime and Intelligence Analyst is a journey-level classification. This class is distinguished from the lower level classification of Crime Analyst, in that the latter may be an entry level position or is involved with less complex and sensitive city-wide projects.

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.

- Researches, collects, analyzes crime and community demographic data to determine patterns and trends; develops and recommends strategies against recognized criminal trends.
- Gathers and updates information of criminal suspect activity and other periodic crime activity; supports and assists investigators/patrol personnel directly in the compilation and analysis of confidential information regarding complex criminal investigations and recommends specific investigative directions based on conclusions drawn from analysis.
- Uses and maintains various law enforcement and non-law enforcement automated systems; prepares reports to assist in criminal investigations or to make intelligence assessments.
- Generates and disseminates maps, graphs, tables, charts and reports using spreadsheets, databases, link analysis, GIS and statistical software; participates in the development and maintenance of computer programs to assist in crime analysis efforts.
- Prepares detailed administrative and management reports, and maintains accurate records.
- Receives and responds to requests for information from the public, departmental personnel, or representatives from outside agencies.
- Provides analytical support in the development and analysis of department and community surveys.
- Develops and maintains crime analysis related information on the department's Intranet and Internet websites.

- Creates and uses appropriate manual and automated files for performing analytical research functions.
- Provides training on crime analysis and mapping fundamentals.
- Represents NCPD on research, grant and County-wide initiatives.
- May plan and oversee the work of others.

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: bachelor's degree in criminal justice, sociology, public administration, business administration or a closely related field, AND two (2) years of full time experience in a Crime Analysis Unit, Crime Prevention Unit, or Law Enforcement Unit, in the collection, analysis, and presentation of complex crime data; OR, an associate's degree in criminal justice, public administration, business administration or a closely related field, AND a certificate in crime and/or intelligence analysis or a related field; AND three (3) years of full time experience in a Crime Analysis Unit, Crime Prevention Unit, or Law Enforcement Unit in the collection, analysis, and presentation of complex crime data.

Additional years of experience as described above may substitute for the education requirement on a year-for-year basis. A master's degree may substitute for one (1) year of the required experience.

Knowledge and Skills in:

Principles, methods, and techniques used in research and analysis of a variety of complex data; data collection, math, statistics, statistical analysis and display; crime-related terminology; distinction between crime patterns, series and trends; criminal justice system functions and processes; methods and techniques used in researching, compiling, sorting, evaluating and analyzing statistical, theoretical, and factual criminal and offender information; software applications such as Excel, Word, Access, PowerPoint, Windows, G.I.S. mapping, and other geographical systems; current technology and trends in the profession, along with continuous learning; government organization functions, services, and inter-jurisdictional relationships.

Ability to:

Compile, organize, analyze and interpret crime and criminal offender data/statistics; analyze information, problems, conditions, and statistical data and prepare written descriptions and reports; create, maintain and access database files; utilize various computer systems in data collection, statistical analysis, and data presentation; understand and apply complex concepts provided by information management systems; supportive of change, problem solving and innovation; prioritize work to meet established deadlines; work well under pressure; establish and maintain effective working relationships with employees, employee representatives, management, other agencies and the public; maximizes team effectiveness with teamwork and collaboration; understand

organizational and political implications of research findings, recommendations and decisions; make oral presentations and conduct effective training programs; use independent judgment and make sound decisions consistent with policy and procedures; exercise appropriate judgment in answering questions and releasing information; analyze and project consequences of decisions and/or recommendations; assess the customer's immediate needs and ensure customer's receipt of needed services through personal service or making appropriate referral; exercise independence in identifying, defining and selecting study methods; communicates effectively both orally and in writing with a variety of individuals representing diverse cultures and backgrounds and functions calmly in situations that require a high degree of sensitivity, tact, and diplomacy; demonstrates ethical behavior; values and respects others.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

License: A valid California Class C driver's license, which must be maintained throughout employment in this class, is required at time of appointment, or the ability to arrange necessary and timely transportation for field travel. Employees in this class may be required to use their own vehicle.

Certifications/Registration: CLEA (California Law Enforcement Analyst Certification/Crime and Intelligence Analyst Certification) through IACA (International Association of Crime Analysts) or any accredited college or association, and CPTED (Crime Prevention through Environmental Design) Certifications or completion of the application/registration process are both highly desirable.

FPPC Statement of Economic Interest Filing Requirement: This position has a responsibility to file an Annual Statement of Economic Interest Form 700 reporting any conflicts of interest.

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE**

POSITION STEP HOURLY BIWEEKLY MONTHLY ANNUAL

EFFECTIVE JANUARY 2023

CRIME ANALYST

A	30.86	2,468.57	5,348.57	64,182.79
B	32.40	2,592.09	5,616.19	67,394.27
C	34.02	2,721.92	5,897.49	70,769.85
D	35.31	2,824.70	6,120.18	73,442.18
E	37.51	3,000.51	6,501.11	78,013.27

EFFECTIVE JANUARY 2024, 6.16% increase

CRIME ANALYST

A	32.76	2,620.63	5,678.04	68,136.45
B	34.40	2,751.76	5,962.15	71,545.76
C	36.12	2,889.59	6,260.77	75,129.27
D	37.48	2,998.70	6,497.18	77,966.22
E	39.82	3,185.34	6,901.57	82,818.89

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE**

POSITION STEP HOURLY BIWEEKLY MONTHLY ANNUAL

EFFECTIVE JANUARY 2023

CRIME & INTELLIGENCE ANALYST

A	33.76	2,700.68	5,851.46	70,217.57
B	35.45	2,835.71	6,144.04	73,728.45
C	37.22	2,977.50	6,451.24	77,414.88
D	39.08	3,126.37	6,773.80	81,285.62
E	41.03	3,282.69	7,112.50	85,350.00

EFFECTIVE JANUARY 2024, 3% increase

CRIME & INTELLIGENCE ANALYST

A	34.77	2,781.70	6,027.01	72,324.10
B	36.51	2,920.78	6,328.36	75,940.31
C	38.34	3,066.82	6,644.78	79,737.32
D	40.25	3,220.16	6,977.02	83,724.19
E	42.26	3,381.17	7,325.88	87,910.50

DRAFT

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 MUNICIPAL EMPLOYEES' ASSOCIATION SALARY SCHEDULE

WHEREAS, City staff and the National City Municipal Employees' Association (MEA) recommends approving the addition of the Crime & Intelligence Analyst classification to the National City MEA Salary Schedule; and

WHEREAS, the classification was created to address the expanded needs of higher-level subject matter expertise and complex analysis within the Police Department; and

WHEREAS, in January 2024, the classification of Crime & Intelligence Analyst will receive a 3% Cost-of-Living Adjustment ("COLA"); and

WHEREAS, City staff recommends the City Council approve creating one (1) new job classification for the position of Crime & Intelligence Analyst and amending the National City MEA Salary Schedule to add the classification.

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 Crime & Intelligence Analyst classification to the MEA 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 18th day of April, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, 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, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Authorize the Acceptance of the Parks Pass 2023 Library Program Grant.

RECOMMENDATION:

Approve the Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the City Manager or designee to accept the Parks Pass 2023 Program Grant in the Amount of \$36,600 from the California State Library to fund Library Parks Pass programs and authorizing the establishment of a Library Grants fund appropriation of \$36,600 and corresponding revenue budget."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Approved by the Board of Library Trustees at the April 6, 2023 Special Meeting.

EXPLANATION:

The California State Library is awarding the National City Public Library \$36,600 for the Parks Pass Program to provide six (6) excursions to local State Parks to promote the State of California Parks Pass Program. Each library in the State of California received State Parks Passes to enable patrons to enjoy California State Parks without having to pay admission. The passes are available through our library to check out for ten days at a time. In order to promote the program, the State Library created a grant program to enable libraries to provide excursions and encourage the use of our State Parks.

The Library Parks Pass Grant will fund six (6) excursions and explorer backpacks for participants to Torrey Pines and Old Town State Parks. These programs will highlight the variety of mental and physical benefits of being outdoors, and transportation to the locations will remove barriers to access. In addition, tour guides at the two locations will be able to engage patrons in English and Spanish and all promotional materials will be created in English and Spanish, as well.

The additional funding provided this year allows the Library to provide the excursions to students participating in our adult ESL and digital literacy classes. Our Library has a robust Literacy Program that offers ESL classes to assist learners with their English language skills, and computer technology classes to aid them in developing digital literacy. Many of our students have expressed interest in applying their skills in the exploration of San Diego County. Consequently, the grant funds will be used as a way to expand on the existing ESL and digital literacy curriculum, with the students creating the English language text and graphics for a brochure on the state park they visited.

This funding is the second round of Park Pass Grant funding. The National City Public Library received \$4,375 from the State Library in August 2022 to provide two excursions to Tijuana Estuary State Park and Old Town State Park; both excursions were very popular.

FINANCIAL STATEMENT:

Adoption of the resolution will approve the acceptance of the State Library Parks Pass grant in the amount of \$36,600 and will establish a Library Grants fund appropriation of \$36,600 and corresponding revenue budget.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Parks, Recreation and Library

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit 1 - Award Letter, Agreement and Certificate of Compliance

Exhibit 2 - Resolution



March 7, 2023
National City Public Library
1401 National City Blvd.
National City, CA 91950

Subject: Parks Pass Grants, 2023
Title: Parks Pass 2023: Discovering Parks Together (PPP21-2-14)

Dear Ms. Joyce Ryan:

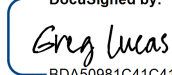
This letter confirms the California State Library's award of \$36,600 to the National City Public Library for the Parks Pass 2023: Discovering Parks Together program. National City Public Library will receive the award upon execution and approval of the grant agreement, certification, and claim forms.

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Should you have any questions regarding the use of DocuSign please contact your grant monitor.

The State Library grant monitor for this project is Lisa Nowlain. She can be reached at lisa.nowlain@library.ca.gov or at (916) 603-6711. Lisa is available to assist you throughout the project period. Best wishes for a successful project.

Respectfully yours,

DocuSigned by:

BDA50981C41C416...

Greg Lucas
California State Librarian

Enclosures

CC: Lisa Nowlain
Reed Strege
Gina Iwata
Yesenia Castellon
Tiffany Roberts, troberts@nationalcityca.gov

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	PPP21-2-14
Library/Organization:	NATIONAL CITY PUBLIC LIBRARY
Project Title:	Parks Pass 2023: Discovering Parks Together
Award Amount:	\$36,600

APPROVED BUDGET

Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$21,000
Equipment (\$5,000 or more per unit)	\$0
Services (contracted)	\$15,600
Project Total	\$36,600
Indirect Cost	\$0
Grant Total	\$36,600

Start Date:	Upon execution
End Date:	February 29, 2024
Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.	

REPORTING

NATIONAL CITY PUBLIC LIBRARY is required to provide a mid-project financial and narrative report as outlined in the Award Agreement and Certificate of Compliance (September 1, 2023); final financial and narrative reports by March 30, 2024; and updates upon request. Reports will be submitted to your grant monitor, Lisa Nowlain, by email at lisa.nowlain@library.ca.gov.

PAYMENTS

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. The grant recipient is responsible for fulfilling all project reporting requirements and expending all funds, or returning all unspent grant funds, by the time specified in the grant terms and conditions.

CONTACT

We want your project to be successful. Please work with the grant monitor in implementing your project:

Grant Monitor:	Lisa Nowlain
----------------	--------------

Phone Number:	(916)603-6711
Email Address:	Lisa.nowlain@library.ca.gov



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and NATIONAL CITY PUBLIC LIBRARY for the Parks Pass 2023: Discovering Parks Together project.

AWARD AGREEMENT NUMBER [PPP21-2-14]

This Award Agreement ("Agreement") is entered into upon execution of this agreement by and between the California State Library ("State Library") and NATIONAL CITY PUBLIC LIBRARY, ("Grantee").

This Award Agreement pertains to Grantee's State-funded **Parks Pass 2023: Discovering Parks Together** project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$36,600 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until February 29, 2024. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on February 29, 2024 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Parks Pass Grant.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
June - December	Financial and Mid Project Program Narrative Report Due	September 1, 2023
January – February 29, 2024	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	March 30, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For grants over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied. For grants \$20,000 and under, in-full payments will be issued after execution of the grant agreement.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate

sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards**. Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Parks Pass Program.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

NATIONAL CITY PUBLIC LIBRARY

Joyce Ryan
1401 National City Blvd.
National City, CA 91950
jryan@nationalcityca.gov

California State Library
Lisa Nowlain
900 N Street
Sacramento, CA 95814
Lisa.nowlain@library.ca.gov

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any

contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
20. Failure to Perform: The grant being utilized by the Grantee is to benefit the Parks Pass 2023: Discovering Parks Together. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold for grants over \$20,000.

21. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including, but not limited to, the ten percent (10%) withhold for grants over \$20,000, requiring the Grantee to forfeit the unexpended portion of the grant funds, and/or to repay to the California State Library any funds improperly expended.

24. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

25. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

26. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A)

or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

27. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
28. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
29. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
30. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
31. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
32. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish,

prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

33. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$5,000 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

34. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
35. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

36. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
37. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or

provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

38. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable, for grants over \$20,000) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.

- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
39. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
40. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
41. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
42. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
43. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
44. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
45. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in

advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

46. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
47. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
48. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
49. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
 - a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to

reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$32,940 upon execution of the agreement and submission of claim by the grantee organization. This payment will be in-full if the grant total is \$20,000 or under, or 90% for grants over \$20,000.
 - o If applicable, final 10% payment will be made upon approval of all final reports and receipt of claim form in the amount of \$3,660.

50. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

51. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

52. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

53. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian

shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

54. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
55. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

56. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
57. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

58. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$5,000. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
11. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
PROJECT COORDINATOR	
Name:	
Email:	Phone:
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Joyce Ryan	Title: Library & Community Services Director
Email: jryan@nationalcityca.gov	Phone:
Signature:	Date:



Authorized Representative Signature

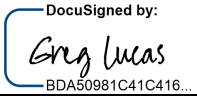
ORGANIZATION	
Name:	Address <i>(official and complete):</i>
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing: Joyce Ryan	Title: Library & Community Services Director
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento CA 95814
Signature:  <small>DocuSigned by: Greg Lucas BDA50981C41C416...</small>	Date: 3/21/2023
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.625 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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**PARKS PASS PROGRAM
FINANCIAL CLAIM
1st PAYMENT**

Grant Award #: PPP21-2-14 **Date:**
Invoice #: PPP21-2-14-01 **PO #:**
Payee Name: National City Public Library
 (Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$32,940.00 **Type of Payment:**
 (Payable Upon Execution of Agreement) PROGRESS
Grantee Name: National City Public Library FINAL
 (Name on Award Letter and Agreement) IN FULL
Project Title: Parks Pass Program AUGMENT

For Period From: upon execution to end of grant period**CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Joyce Ryan

(Print Name)

Library & Community Services Director

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2021
 PURCHASING AUTHORITY NUMBER: CSL-6120
 COA: 5432000
 FAIN: N/A

ITEM NO: 6120-011-0001, Chapter 69, Statutes of 2021
 REPORTING STRUCTURE: 61202000
 PROGRAM #: 5312

By _____ Date _____
 (State Library Representative)

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT THE PARKS PASS 2023 PROGRAM GRANT IN THE AMOUNT OF \$36,600 FROM THE CALIFORNIA STATE LIBRARY TO FUND LIBRARY PARKS PASS PROGRAMS AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$36,600 AND CORRESPONDING REVENUE BUDGET.

WHEREAS, research shows that spending time in green space, such as parks, is associated with better mental and physical health, and proximity and lack of transportation are aspects of park access inequity; and

WHEREAS, California State Parks has partnered with the California State Library to promote access to California's State Parks through the checkout of Parks Passes through libraries across the State of California, and has set aside funds to promote this program through grants awarded to libraries; and

WHEREAS, the California State Library had awarded the National City Public Library with a Parks Pass 2022 Program grant to fund materials, supplies, and transportation for patrons to two local California State Parks during Fiscal Year 2023; and

WHEREAS, the California State Library has awarded the National City Public Library with an additional year of funding for the Parks Pass 2023 Program grant to fund materials, supplies, and transportation for patrons to local California State Parks during Fiscal Year 2023 and 2024; and

WHEREAS, City staff recommends authorizing the acceptance of the Parks Pass 2023 Program grant of \$36,600 from the California State Library to fund library programs and establishing a Library Grant Fund appropriation of \$36,600 and corresponding revenue budget.

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

Section 1: That the City Council hereby authorizes the acceptance of the Parks Pass 2023 Program grant funds from the California State Library in the amount of \$36,600 to fund library programs and authorizes the establishment of a Library Grant Fund appropriation of \$36,600 and corresponding revenue budget.

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

PASSED and ADOPTED this 18th day of April, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Tirza Gonzales, Management Analyst II
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Authorize the Purchase of a Riding Mower for Public Works Parks Division

RECOMMENDATION:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract #031121-TTC with Turf Star Western for the purchase one (1) Groundsmaster 3200 24HP 2WD Riding Mower in a Not-to-Exceed Amount of \$28,000 for the Public Works Parks Division and Authorizing the City Manager to Approve Adjustments to the Not-to-Exceed Amount for the Purchase of up to \$2,800 as a 10% Contingency for Unforeseen Fluctuations in Pricing."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Public Works Parks Division utilizes riding mowers for maintenance of parks and medians citywide. The current riding mower has been in service for ten (10) years and has exceeded its useful life of six (6) years and is scheduled to be replaced. Staff is requesting the approval of the purchase of one (1) Groundsmaster 3200 24HP 2WD Riding Mower in a not-to-exceed amount of \$28,000, and authorization for the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to \$2,800 as a 10% contingency for unforeseen fluctuations in pricing. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract #031121-TTC with Turf Star Western to allow for the purchase.

NCMC Section 2.60.260 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.

National City's Purchasing staff has confirmed that the Sourcewell Contract #031121-TTC with Turf Star Western was 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.

FINANCIAL STATEMENT:

Funding for this purchase in the amount of \$35,000 was approved through adoption of the FY23 annual budget. No additional appropriations would be necessary should some portion of the contingency amount be necessary to complete the purchase of the riding mower.

644-416-227-511-0000: \$28,000

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

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 - Turf Star Western Quote

Exhibit B - Sourcewell Contract # 031121-TTC

Exhibit C - Resolution



Quotation for City of National City

Date: March 13, 2023

Quote No:3319615-00

Prepared For: Victor Acosta	Quote No: 3319615-00
City of National City	iQuote No: 128285
1243 National City Blvd	Sales Person: Erin Novotny
National City, CA 91950	erin.novotny@turfstar.com (760) 685-7559

Sourcewell Contract Number: 031121-TTC

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Groundsmaster 3200 24HP 2WD	1	\$25,435.18	\$25,435.18	\$2,225.58	\$27,660.76
Totals:			\$25,435.18	\$2,225.58	\$27,660.76



Date: March 13, 2023

Quotation for City of National City

Quote No:3319615-00

Configuration Product Details
010-Groundskeeper 3200 24HP 2WD

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
31900	Groundskeeper 3200 24HP 2WD	1	\$19,105.32	\$19,105.32	\$1,671.72	\$20,777.04
31970	60in Side Discharge Deck GM32/33xx	1	\$4,120.74	\$4,120.74	\$360.56	\$4,481.30
31982	Seat Asm Air Ride Susp	1	\$1,230.84	\$1,230.84	\$107.70	\$1,338.54
FSD1	Setup	1	\$489.14	\$489.14	\$42.80	\$531.94
FSD2	Delivery	1	\$489.14	\$489.14	\$42.80	\$531.94
Totals:						\$27,660.76



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Quotation for City of National City

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Standard Terms and Conditions

Prices including all finance options are subject to change based on Turf Star Western's receipt of product and estimated shipments. Currently, product availability is a minimum of 6-18 months. Your Final Price will be determined at time of shipment. Delivery is FOB point of origin unless otherwise stated.

Office Locations

Northern California:

3928 N.Blattela Lane
Fresno, CA 93727
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

1750 Industrial Dr.NE
Salem, OR 97301
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.ttcocalprop65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrester may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

TORO

Groundsmaster® 3200/3300

OUT-FRONT ROTARY MOWERS

FEATURES

Power & Durability

- Powerful 24.7 HP (18.4 kW) or 37.4 HP (27.9 kW) Yanmar® EPA Tier 4/Stage V diesel engines
- Rugged 7-gauge high-strength steel rotary decks Available 60" (152 cm) or 72" (183 cm) width of cut. Side and rear discharge options.

Performance

- CrossTrax® all-wheel drive provides superior traction
- 7.8" (19.8 cm) ground clearance for exceptional maneuverability

Productivity

- Innovative tilt-up deck for easy cleaning and maintenance
- Up to 15 mph (24 km/h) ground speed
- 1"-6" (25-152 mm) height of cut with a simple pin adjustment
- Comfortable operator platform
- Easy to access maintenance points

Versatility

- Rotary and Fine Cut Flail mowing decks available
- Year-round versatility with a variety of multi-season attachments
- Cab option helps keep operators comfortable and productive all season long



A Revolution in Out-Front Rotaries.

Toro has been creating world-class out front rotary mowers for over 45 years.

We are continuing this legacy with the new Groundsmaster 3200/3300.

The Groundsmaster 3200/3300 delivers unparalleled productivity. Featuring a powerful 37.4 HP (27.9 kW) or 24.7 HP (18.4 kW) engine, CrossTrax® all-wheel drive and legendary Groundsmaster decks, the Groundsmaster 3200/3300 makes quick work in even the toughest terrain while delivering an exceptional quality of cut. From the fully-adjustable suspension seat and steering column, the fingertip engine controls and optional all-season cab, this new mower is designed for all-day comfort. Routine maintenance is also easy with the Groundsmaster 3200/3300. The innovative Tilt-Up Deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible to help ensure your Groundsmaster runs smoothly and reliably for years. Productivity, comfort, reliability. That's the all-new Groundsmaster 3200/3300.

toro.com/outfront

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*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. All trademarks are property of their respective owners.

Call your Toro distributor at 800-803-8676

Groundsmaster® 3200/3300 Specifications

	GROUNDMASTER 3200 2WD, MODEL 31900	GROUNDMASTER 3200 AWD, MODEL 31901	GROUNDMASTER 3300 AWD, MODEL 31902	GROUNDMASTER 3310 AWD CAB, MODEL 31903
ENGINE	Yanmar®, 3 Cylinder, liquid cooled diesel, Power: 24.7 HP (18.4kW) @ 3000 rpm, Torque peak: 50.9 ft.-lbs. (69 Nm) @ 2100 rpm. Displacement 1267cc. High Idle: 3230 rpm (no load). Remote mounted Donaldson air cleaner. Fuel filter water separator. EPA Tier 4 / Stage V compliant		Yanmar, 3 Cylinder, liquid cooled diesel, Power: 37.4 HP (27.9kW) @ 3000 rpm, Torque peak: 80.4 ft.-lbs. (109 Nm) @ 1950 rpm. Displacement 1642. High Idle: 3150 rpm (no load). Remote mounted Donaldson air cleaner. Fuel filter water separator. EPA Tier 4 / Stage V compliant	
RADIATOR	Rear mount, cross flow, 8.5 fins per 1" (25 mm), 7 quart (6.6 liter) capacity		Rear mount, cross flow, 8.5 fins per 1" (25 mm), 8 quart (7.6 liter) capacity	
FUEL CAPACITY	12 gallon (45 L)			
TRACTION DRIVE	2WD Parallel hydraulic traction system. Parallel hydraulic flow between the front wheel motors powered by hydrostatic pump	Patented CrossTrax® AWD. Series parallel hydraulic traction system w/full time, bi-directional 4-wheel drive. Parallel hydraulic flow between front and rear wheels.		
GROUND SPEED	Up to 12.5 MPH (20 km/h)		Up to 15 MPH (24 km/h)	
MAIN FRAME	All welded tubular and formed steel			
IMPLEMENT DRIVE	Engine mounted 350 ft. lb. (475 Nm) rated electro-magnetic PTO clutch drives 2" (5 cm) telescoping shaft. Rotary deck connection allows for tip-up service position without disconnection of PTO.			
IMPLEMENT LIFT	Twin 2.5" (6.4 cm) bore, 1.25" (3.2 cm) rod hydraulic cylinders operate lift arms. Hydraulic counterbalance for optimum traction and stability.			
TIRES	Front: 23 x 10.5 - 12 4-ply, Rear: 16 x 6.5 - 8, 4-ply	Front: 23 x 10.5 - 12 4-ply, Rear: 18 x 9.5 - 8, 4-ply	Front: 24 x 12 - 12, 4-ply, Rear: 18 x 9.5 - 8, 4-ply	
BRAKES	Dynamic braking through hydrostat and foot pedal. Parking Brake: Hand-actuated drum type on front left and right traction wheels			
SEAT	Deluxe Bolstered Seat (model 31980), Mechanical Suspension Seat (Model 31981), Air Ride Suspension Seat (Model 31982)			
STEERING	Hydraulic Power Steering. Tilt steering wheel released and locked by a foot actuated lever			
OPERATOR AREA	Operator step, beverage holder, control arm, retractable seat belt, standard			
INSTRUMENTATION	InfoCenter™: Onboard LCD display shows gauges, alerts/fauls, service reminders, electrical system diagnostics. Indicates coolant temps, oil pressure, alternator voltage, engine hours. (37.4 HP models, engine RPM).			
CONTROLS	Foot-operated pedal for forward and reverse. Manually adjustable forward speed limiter. Control arm includes hand-operated throttle, PTO switch, deck/implement lift lower switch, ignition switch, (24.7 HP models, glow plug switch)			
ELECTRICAL	12V maintenance-free battery with 540 cold cranking amps at 0 degrees F (-18 degrees C). 80 minute reserve capacity at 80 degrees F (27 degrees C). 40-amp alternator on 24.7 HP models, 55-amp alternator on 37.4 HP models. Seat, PTO, lift/lower, traction and parking brake interlock switches. Easy access to fuse panel.			
GROUND CLEARANCE	8.3" (21 cm) traction unit only			
LENGTH	107" (271.7 cm)			
WIDTH	52" (132 cm)		53.1" (134.8 cm)	
HEIGHT	79" (200.6 cm) with ROPS up			89" (226 cm)
WHEELBASE	51.5" (130.8 cm)			
WEIGHT	1,751 lbs. (794 kg)		1,886 lbs. (855 kg)	
SAFETY CAB	Optional ROPS certified cab with heat only. Tempered curved windshield, tinted side and rear glass (50% tint); front wiper/washer; interior mirror and exterior side mirrors; SMV sign; road light kit and work light kit sold separately. All glass windows meets ANSI Z-26.1999 and ECE R43			Factory installed, ROPS certified cab with AC and heat. Tempered curved windshield, tinted side and rear glass (50% tint); front wiper/washer; interior mirror and exterior side mirrors; SMV sign; road light kit and work light kit sold separately. All glass windows meets ANSI Z-26.1999 and ECE R43
WARRANTY	Two-year limited warranty. Refer to operators manual for further information.			
ACCESSORIES	LED work light kit, LED road light kit, beacon, recycler kits, slope sensor kit, optional cab (heat only)			

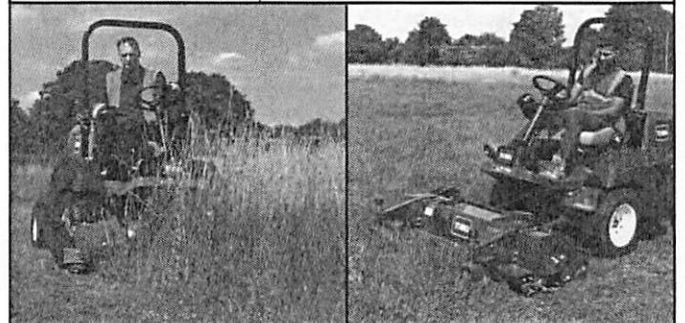
*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



CUTTING DECK CONFIGURATIONS	CUTTING DECKS (SOLD SEPARATELY)			
	60" (152 CM) SIDE DISCHARGE DECK, MODEL 31970	72" (183 CM) SIDE DISCHARGE DECK, MODEL 31972	60" (152 CM) REAR DISCHARGE DECK, MODEL 31971	72" (183 CM) REAR DISCHARGE DECK, MODEL 31973
CONSTRUCTION	7-gauge (4.5 mm) high-strength steel, 5.5" (14 cm) deep; welded deck with grass discharged on the right side. A 5/16" (8 mm) thick rubber discharge chute covers the discharge opening to limit the throw distance of clippings. Adjustable baffle.		7-gauge (4.5 mm) high-strength steel, 5.5" (14 cm) deep; welded deck with a rear rubber flap to direct clippings down through the rear of the machine	
SERVICE POSITION	Cutting deck can tip up to the service position from the transport position to conduct routine maintenance quickly. Driveshaft stays connected during tip up.			
HEIGHT OF CUT	1"-6" (25 - 152 mm) adjustable in 0.25" (6 mm) increments.			
MOWING RATE**	Up to 4.2 acres (1.7 hectares) per hour	Up to 5 acres (2.1 hectares) per hour	Up to 4.2 acres (1.7 hectares) per hour	Up to 5 acres (2.1 hectares) per hour
SPINDLE ASSEMBLY	Ductile cast iron 9" (23 cm) diameter conical spindle housing; Dual greaseable tapered roller bearings; Spindle shaft is 1.25" (3.2 cm) diameter, solid cold finished steel, splined connection between spindle shaft and pulley; Welded blade retainer plus anti-scalp cups.			
CUTTER DRIVE BLADES	Solid mounted, splined PTO-driven gearbox transfers power to three separate spindles via one "B" section belt.			
BLADE TIP SPEED (3000 RPM)	17,500		16,000	
DECK SUSPENSION	Independent, 2" (5 cm) square tubing, lift/push arms each attached to separate castor arms.			
BELT IDLER	Spring-loaded (torsion) idler			
DECK SKID	Replaceable, bolt-on, non-marking UHMW skid on both sides for rear discharge decks and on left side only for side discharge decks. Interchangeable left to right.			
ANTI SCALP	Anti-scalp cup located on each blade spindle. Additional anti-scalp gauge wheels.			
DECK COVERS	Quick-release type latches			
LIFT ARMS	Independent lift arms and hydraulic weight transfer provide deck flotation.			
SHIPPING WEIGHT	450 lbs. (204 kg)	510 lbs. (231 kg)	460 lbs. (208 kg)	512 lbs. (232 kg)
OPTIONAL ACCESSORIES	Recycler kits, blade options (low sail, medium sail, high sail, atomic), blowout baffle, roller stripper		Recycler kits, blade options (low sail, medium sail, high sail, atomic)	

	OPTIONAL ATTACHMENTS
CAB	Heat only cab that fits ROPS models.
UNIVERSAL SUNSHADE	Universal sunshade, red or white
ROTARY BROOM	60" (152 cm) clearing width, from M-B®.
SNOWTHROWER	53" (134 cm) clearing width, from Erskine®.
SNOW BLADE	60" (152 cm) straight blade, from BOSS®.

	60" (152 CM) F60 FLAIL CUTTING DECK, MODEL 02835
FRAME CONSTRUCTION	Welded, high strength steel frame
ROTOR CONSTRUCTION	4" (100 mm) diameter, dynamically balanced flail rotor. Greaseable tapered roller bearings mounted in rigid mounted bearing housings. Rotor can be removed from frame without prior removal of bearings and bearing housings.
HEIGHT OF CUT	0.75" - 4" (20-100 mm)
MOWING RATE**	Up to 4.2 acres (1.7 hectares) per hour
BLADES	32x TEMPEST™ paddle-style flail blades
BELT IDLER	Mechanical adjustable Idler. Locked with M20 bolt.
DECK SKID	Replaceable, bolt-on steel skid
CASTOR WHEELS	8 x 3.5-4 4-Ply, pneumatic, sealed ball bearings.
LIFT ARMS	Independent lift arms and hydraulic weight transfer provide deck flotation. Supplied complete with the flail.
SHIPPING WEIGHT	564 lbs. (256 kg)
OPTIONAL ACCESSORIES	Fine Cut Baffle Kit, Mulching Bar, Back to Back Flail Blades, Replacement Blade Kits, choice of 2x blades or 16x blades (2x per flail required)



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**Assumes 7 mph (11.3 km/h) mow speed, no overlap and 100% efficiency.



031121-TTC

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

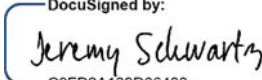
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

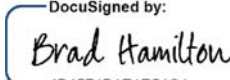
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

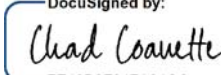
Sourcewell

The Toro Company

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/28/2021 | 12:24 PM CDT

DocuSigned by:

 By: 4B4574B1E1E54C4...
 Brad Hamilton
 Title: Group VP
 Date: 4/29/2021 | 4:07 PM CDT

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 4/29/2021 | 4:31 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: The Toro Company
Does your company conduct business under any other name? If yes, please state: Toro
Address: 8111 Lyndale Avenue South
Bloomington, MN 55420
Contact: Jon Stodola
Email: jon.stodola@toro.com
Phone: 612-597-3224
Fax: 612-597-3224
HST#: 41-0580470

Submission Details

Created On: Tuesday January 26, 2021 08:26:53
Submitted On: Wednesday March 10, 2021 16:49:38
Submitted By: Jon Stodola
Email: jon.stodola@toro.com
Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6
Submitter's IP Address: 76.113.144.182

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420
3	Proposer website address:	www.toro.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis.</p> <p>We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites.</p> <p>Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world.</p> <p>The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada.</p> <p>Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land.</p> <p>Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere.</p> <p>Our Mission: To deliver superior innovation and to deliver superior customer care.</p> <p>For more information, visit www.toro.com.</p>
8	What are your company's expectations in the event of an award?	<p>Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes.</p> <p>We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment.</p> <p>Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals.</p> <p>For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details.</p> <p>In addition, attached is a summary of Toro's financial condition according to Dunn & Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)</p>

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>The Toro Company would best be described as a manufacture.</p> <p>As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers.</p> <p>For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.</p> <p>BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training.</p> <p>Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada.</p> <p>For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements.</p> <p>The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin.</p> <p>Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate.</p> <p>In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years.</p> <p>b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a “game-changer” for its zero emissions and lithium-ion battery.</p> <p>c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall.</p> <p>d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental</p> <p>e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software.</p> <p>f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike.</p> <p>g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders.</p> <p>h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.</p> <p>i) The Toro Company is the leading “smart” irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff.</p> <p>j) The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's “Twenty for 2016 New Product Awards”. The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market. Endure</p> <p>k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.</p>	
17	What percentage of your sales are to the governmental sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location.</p> <p>Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%</p>	*
18	What percentage of your sales are to the education sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential.</p>	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NM, RI, SD, VA, WI</p> <p>b) Toro held State Contracts - AR, DE, NY, OH</p> <p>c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA</p> <p>d) Cooperative Contracts - OMNIA Partners, Kinetic GPO</p> <p>As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City</p> <p>b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia</p> <p>As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.</p>	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500	*
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772	*
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M	*
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M	*
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M	*
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M	*
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.</p>
24	Dealer network or other distribution methods.	<p>Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.</p>
25	Service force.	<p>Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide.</p> <p>The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it.</p> <p>Distributor response time:</p> <p>Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.</p>

27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote.</p> <p>Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions.</p> <p>b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers.</p> <p>c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.</p> <p>See the attached (Toro Marketing Samples) file for examples.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale.</p> <p>b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes.</p> <p>Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment.</p> <p>Safety Video: https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training</p> <p>The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following:</p> <ul style="list-style-type: none"> - Cutting Unit Technology: Cutting unit set-up and adjustments - Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing - Tier4 Engine Systems: Overview of why and how they work - Spray Systems: Components, operation, and calibration - Toro Reel Cutting Units: How they really work - Open forum with engineering and other product experts - Diagnostics, InfoCenters, and more! <p>Additional training and reference materials found on Toro.com or in myTurf@toro.com</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>★ = Toro exclusive features</p> <p>GR3360/3370 Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting.</p> <ul style="list-style-type: none"> - All-Electric Traction, Steering, Lift & Reel Control – No onboard hydraulic fluid eTriFlex Models: - Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation - Lithium-Ion Battery Model, 48-Volt virtually silent operation - ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut - Advanced Cutting Performance o Double A-Arm ★ plus Link-System Suspension for superior contour-following o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut - Highly Productive and Versatile o ★ “Slow-in-Turn” feature minimizes turf scrubbing that can occur during turn arounds o ★ Tool-Free, Quick-Change cutting units o ★ Lift-Gate Footrest for easy access to the center cutting unit <p>Greensmaster Walk greens mowers (flex & fixed head)</p> <ul style="list-style-type: none"> - ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology - Multiple, easy to configure clip rate settings - ★ Telescoping loop handle design with combined operational and safety bail - Operational bail allows slowing down or a complete stop in tight turns without disengaging traction - ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency - No greasing requirement and modular designs for labor-saving maintenance - Excellent balance for superior tracking and easy turnaround - ★ Tool-free cutting unit removal <p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut.</p> <p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing</p>

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

<p>38</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land.</p> <p>At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see: https://www.thorocompany.com/sustainability/sustainability-endures</p> <p>Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies.</p> <p>Key sustainability initiatives and accomplishments include:</p> <ul style="list-style-type: none"> • Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro’s human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving. • Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020. • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • In Australia Toro refreshed its product packaging and received an “advanced” classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body. • We participate in a “closed loop” recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced “Cured-in-Place Pipes” whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. <p>Other sustainability-related awards include:</p> <ul style="list-style-type: none"> - Wyland National Mayor’s Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the “BC” mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator's Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim. When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following: <ul style="list-style-type: none"> - Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items. - Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator's manual can result in claims for warranty being denied. - Product failures which result from operating the Product in an abusive, negligent, or reckless manner. - Parts subject to consumption through use unless found to be defective. Examples of parts that are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc. - Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc. - Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards. - Normal noise, vibration, wear and tear, and deterioration. - Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc. 	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.	*

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and for all Canadian Provinces through our authorized distributor and dealer networks.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.	*
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.	*
48	Describe any service contract options for the items included in your proposal.	<p>Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full-Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age, and condition. The distributor can provide pricing for these programs on a local level.</p> <p>Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments. *
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers.</p> <p>Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.</p> <p>Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details.</p> <p>For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.</p> <p>In Canada, Toro's distributors hold direct relationships with financial institutions.</p> <p>As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit www.toro.com/finance.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer.</p> <p>Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator.</p> <p>Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices.</p> <p>Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement. *

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock.</p> <p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<ul style="list-style-type: none"> • Toro Commercial products: 22% off current US MSRP • Bullseye Products: 5% off current US MSRP • Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP • Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP • Toro Golf Irrigation: 40% off current US MSRP • Toro Residential Commercial Irrigation: 40% off current US MSRP • Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP • Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP • Rainmaster Irrigation Parts (RB): 0% off current US MSRP • Sentinel Irrigation Wholegoods: 35% off current US MSRP • Large Commercial Rotors: 15% off current US MSRP • Site Works Systems (SWS) Equipment: 17% off current US MSRP • Ventrac Products: 12% off current US MSRP • Toro BOSS Snow Removal Products: 25% off current US MSRP • Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc. • Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcewell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance.</p> <ul style="list-style-type: none"> • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.
68	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.</p> <p>Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support</p> <p>Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.</p> <p>Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).</p>
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance —all while delivering a phenomenal quality of cut.</p> <p>DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brad Hamilton, Group Vice President, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 031121-TTC**

THIS AMENDMENT is by and between **Sourcewell** and **The Toro Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 29, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Vendor wishes to modify its pricing model to offer Product-category discounts off of current MSRP will apply as described in items 54-60. In Canada, the pricing model will be US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at the time of order, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate: <https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>
3. Vendor will offer a “Smart Value” volume discount that includes the following incentive for individual large orders.

Toro Commercial Purchases	Customer Goods	Toro Commercial Purchases	Customer Goods
\$ 150K - \$ 199K	\$ 4,500	\$ 550K - \$ 599K	\$ 22,000
\$ 200K - \$ 249K	\$ 6,000	\$ 600K - \$ 649K	\$ 24,000
\$ 250K - \$ 299K	\$ 10,000	\$ 650K - \$ 699K	\$ 26,000
\$ 300K - \$ 349K	\$ 12,000	\$ 700K - \$ 749K	\$ 28,000
\$ 350K - \$ 399K	\$ 14,000	\$ 750K - \$ 799K	\$ 30,000
\$ 400K - \$ 449K	\$ 16,000	\$ 800K - \$ 849K	\$ 32,000
\$ 450K - \$ 499K	\$ 18,000	\$ 850K - \$ 899K	\$ 34,000
\$ 500K - \$ 549K	\$ 20,000	\$ 900K*	\$ 36,000

Only single Purchase Orders (POs) on Toro Commercial Equipment qualify. Multiple POs may not be combined to qualify.

Vendor-authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume.

- 4. Vendor-authorized distributors/dealers may provide third-part equipment that attach to, or are used in, the configuration with any of Toro’s products. These products will be priced no higher than the products List Price.

Freight and setup fees may apply.

Vendor-authorized distributors/dealers may include setup fees – not to exceed 2% of the total Product cost, plus up to an additional 6% for cab-unit setups. Setup fees must be identified as a separate line- item on the quotation.

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 2% of the total product cost. Delivery fees must be identified as a separate line-item on the quotation.

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 2% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

- 5. Vendor will encourage and incent its authorized dealers to provide contract terms to Sourcewell members consistent with the terms of this Amendment; however, participation in the program described in the Amendment will be at the discretion of each Toro dealer.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

The Toro Company

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
 By: Brad Hamilton
 Brad Hamilton

Date: 10/29/2021 | 3:14 PM CDT

Title: Group Vice President

Approved:

Date: 10/29/2021 | 3:00 PM CDT

DocuSigned by:
 By: Chad Coquette
 Chad Coquette, Executive Director/CEO

Date: 10/29/2021 | 3:28 PM CDT

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT 031121-TTC WITH TURF STAR` WESTERN FOR THE PURCHASE OF ONE (1) GROUNDMASTER 3200 24HP 2WD RIDING MOWER IN A NOT-TO-EXCEED AMOUNT OF \$28,000 FOR THE PUBLIC WORKS PARKS DIVISION AND AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS TO THE NOT-TO-EXCEED AMOUNT FOR THE PURCHASE OF UP TO \$2,800 AS A 10% CONTINGENCY FOR UNFORSEEN FLUCTUATIONS IN PRICING.

WHEREAS, Public Works Parks Division utilizes riding mowers for maintenance of parks and medians citywide. The current riding mower has been in service for ten (10) years and has exceeded its useful life of six (6) years and is scheduled to be replaced; and

WHEREAS, the City of National City has an opportunity to piggyback onto the Sourcewell Contract # 031121-TTC with Turf Star Western to allow for the purchase of one (1) Groundsmaster 3200 24HP 2WD Riding Mower; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the Sourcewell Contract # 031121-TTC with Turf Star Western was 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.

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 the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizes the City to piggyback onto Sourcewell Contract # 031121-TTC with Turf Star Western to allow for the purchase of one (1) Groundsmaster 3200 24HP 2WD Riding Mower for the Public Works Parks Division and authorizes the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to \$2,800 as a 10% 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 18th day of April, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Tirza Gonzales, Management Analyst II
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Authorizing establishment of appropriations and purchases for Capital Improvement Program (CIP) Fleet Vehicle Equipment and Accessories.

RECOMMENDATION: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) authorizing a Fiscal Year 2023 budget adjustment to establish an appropriation in the amount of \$538,700 in the Vehicle Acquisition Fund; 2) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group for the purchase and build-out of one (1) 2023 Ford Super Duty F-250 SRW XL 2WD SuperCab in a not-to-exceed amount of \$102,000 for the Animal Regulations Officer; 3) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group and pursuant to National City Municipal Code Section 2.60.220 (B) regarding exception to bidding requirements authorizing sole source vendor AEP for the purchase and build-outs of six (6) 2023 Ford Utility Interceptors in a not-to-exceed amount of \$512,000 for National City Police Department; 4) authorizing the purchase of one (1) mini trencher trailer in the not-to-exceed amount of \$4,700; and, 5) authorizing the City Manager to approve adjustments to the not-to-exceed amounts and additional appropriations for these purchases of up to \$62,000 as a 10% 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 what we are used to. We are experiencing 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. 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 10% contingency in order to allow flexibility in the need to acquire 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 with Build/Out	Proposed Quote	10% Contingency	Budgeted Amount	Additional Cost (excl contingency)
1	NCPD	Animal Regulations Officer (1)	\$102,000	\$10,200	\$80,000.00	\$22,000
2	NCPD	Patrol (4)	\$325,000	\$32,500	\$240,000.00	\$85,000
3	NCPD	Lieutenant (2)	\$187,000	\$18,700	\$145,000.00	\$42,000
4	PW Parks	Mini Trencher Trailer (1)	\$4,700	\$470	\$4,000	\$700
		Totals	\$618,700	\$61,870	\$469,000	\$149,700

Consistent with National City Municipal Code (NCMC) Section 2.60.260, there are opportunities to piggyback onto Sourcwell Contract # 091521-NAF to purchase vehicles and consistent with NCMC Section 2.60.220 (B) regarding exception to bidding requirements which allows for the purchase of the build-outs through sole source vendor AEP for vehicles # 1, 2, and 3 listed in the table above.

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.

Consistent with NCMC Section 2.60.220 (B) - Open market procedure- Exception to bidding requirements, there is an opportunity to allow for the purchase of the buildouts of six (6) 2023 Ford Interceptors through sole source vendor AEP. Sole source procurements may be used when, also as in this case, there is only one source from which a particular commodity is available and there is no adequate substitute. AEP has provided sole source vendor documentation as required.

National City's purchasing staff confirms that the Sourcwell 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 regarding the requested purchases are provided below:

1. ARO Vehicle: The current Front Line Animal Regulations Officer (ARO) Vehicle used by the National City Police Department has exceeded its useful life of eight (8) years and is scheduled to be replaced and subsequently rotated out of the front line and into reserve status. Through adoption of the FY22 annual budget, City Council approved the purchase and buildout of one (1) Medium ARO Truck in a not-to-exceed amount of \$80,000. Due to delays and price increases in the automotive industry, an additional \$22,000 is required to complete the purchase and build-outs which include accessories and interior and exterior warning and emergency lighting, for a new total of \$102,000.

2 and 3. Patrol: Six (4) National City Police Department Ford Explorer Patrol Interceptors have been in service for almost ten (10) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced. With an odometer average of 100,000 miles, these patrol vehicles idle ten (10) times more than the average vehicle. Warranty periods have expired, equating in higher costs and downtime as they have reached the repair stage. Through adoption of the FY22 and FY23 annual budgets, City Council approved the purchase and buildout of four (4) National City Police Department (NCPD) Medium SUV Patrol Vehicles in a not-to-exceed amount of \$240,000 and two (2) Medium SUV Lieutenant Vehicles in a not-to-exceed amount of \$145,000. Due to delays and price increases in the automotive industry, an additional \$127,000 is required to complete the purchase and build-outs of these NCPD vehicles, which include accessories and interior and exterior warning and emergency lighting, for a new total not-to-exceed amount of \$512,000.

4. Mini Trencher Trailer: The Mini Trencher and Trailer are used by the Public Works Parks Division to transport equipment between sites and was approved for purchase by Council through the FY20 annual budget but the trailer portion was not purchased during this fiscal year due to order and availability issues. Per Resolution, 2022-45, Council approved a budget adjustment to establish appropriations for the purchase of the trailer in FY22, but availability issues again caused a delay in the ordering process. The trailer is now available for purchase, however with a price increase of \$700, for a total not-to-exceed price of \$4,700.

Staff recommends Council adopt resolution as stated.

FINANCIAL STATEMENT:

Of the \$618,700 needed to purchase these vehicles and the trailer, only the \$80,000 that was included in the FY 2023 adopted budget for one SUV Lieutenant Vehicle is appropriated. The appropriations for the other items lapsed at the end of FY 2022 because no purchase orders were in place. Fund balance in the Vehicle Acquisition Fund (VAF) is available to support the additional \$538,700 in appropriations needed for the purchases. The fund's reserves will be restored by way of internal service fund charges spread over multiple years.

644- 411-000-511-0000	ARO	\$102,000
644-411-000-511-0000	Patrol	\$432,000
644-416-227-511-0000	Mini Trencher Trailer	\$4,700

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

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 – Animal Regulations Officer Quotes
- Exhibit B – Patrol Vehicles Quotes
- Exhibit C – Mini Trencher Trailer Quote
- Exhibit D – Sourcewell Contract 091521-NAF
- Exhibit E – AEP Sole Source Letter
- Exhibit F – Resolution



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

3/13/2023
 3/14/2023 Re-Configured

Quote ID: 23462RL R3

Order Cut Off Date: 1/13/2023

Mr Ruben Huerta
 City of National City
 343 E. 16th St.
 National City, California, 91950

Dear Ruben Huerta.

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2023 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box 164" WB, Order# (8962-8967) Diamond Upfit) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$51,350.00	\$49,392.32	3.812 %	\$1,957.68
Order# (8962-8967)		\$43,032.00		
Diamond Upfit				
Tax (8.7500 %)		\$8,087.12		
Tire fee		\$10.50		
Transportation		\$620.00		
Total		\$101,141.94		

- per the attached specifications. On order units subject to prior sale until receipt of a purchase order.

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



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
3/13/2023	22216

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS		Ship To	
NATIONAL AUTO FLEET GROUP 490 AUTO CENTER DRIVE WATSONVILLE. CA 95076			
Customer Contact		Customer Phone	855-289-6572

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	4/12/2023	JC	STOCKTON CA.		WHITE

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
502	<p>ORIGINAL QUOTE.#21922 CITY OF NATIONAL CITY [ANIMAL CONTROL] RUBEN HUERTA OFFICE. 619-336-4580 ANIMAL CONTROL</p> <p>8' FOOT DIAMOND ANIMAL TRANSPORT BODY MODEL # AB-6AC-98. PAINTED WHITE AND INSTALLED TO MOUNT ON FORD, 3/4 TON CHASSIS. 2023 YR. 56-" CA. WHITE IN COLOR.</p> <p>BASE ANIMAL BODY INCLUDES THE FOLLOWING:</p> <ul style="list-style-type: none"> --STAINLESS STEEL OUTER CAGE TUBING. --[6] SIX LIVE ANIMAL CAGE COMPARTMENTS. --[1] ONE UPPER REAR TOOL COMPARTMENT. --[1] ONE LOWER DEAD ANIMAL COMPARTMENT --INNER SAFETY CAGE DOORS. NEW STAINLESS TYPE. --STAINLESS STEEL SLOPING FLOORS [OUTWARD] --ALL LIVE ANIMAL CAGE DOORS LOUVERED FOR VENTING --A/C ROOF DUCTING & INSULATION INCLUDED. "A/C PREP" --L.E.D. COMPARTMENT LIGHTING. SWITCH IN CAB --[2] TWO 12V. ROOF EXHAUST FANS. SWITCH IN CAB. --STAINLESS STEEL T-HANDLE LOCK POCKETS. --STAINLESS STEEL FUEL BEZEL. --STAINLESS STEEL WHEEL WELL TRIM --INNER CAGE PARTITIONS TO BE SOLID W/ UPPER HOLES --UNDER COATED. --6" INCH REAR STEP BUMPER WITH L.E.D. LIGHTS --UNIT INSTALLED ON CUSTOMERS CHASSIS. 	1	22,550.00	22,550.00

Quoted by This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL
SALES TAX (0.00)
TOTAL



Diamond Truck Body Mfg. Co. Inc.,
 1908 E. Fremont St.
 Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
3/13/2023	22216

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS		Ship To	
NATIONAL AUTO FLEET GROUP 490 AUTO CENTER DRIVE WATSONVILLE, CA 95076			
Customer Contact		Customer Phone	855-289-6572

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	4/12/2023	JC	STOCKTON CA.		WHITE

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	OPTIONAL ITEMS. PRICE INCLUDES INSTALLATION OF LISTED ITEMS.			
504	PPG HIGH GLOSS CLEAR COAT	1	985.00	985.00
504	RED DOT 6101 ROOF A/C W/ 2ND COMPRESSOR.	1	6,875.00	6,875.00
504	FRONT PULL OUT RAMP. ACCESS BOTH SIDES.	1	610.00	610.00
504	CURB SIDE ACCESS DOOR TO DEAD COMPARTMENT.	1	395.00	395.00
504	STREET SIDE ACCESS DOOR TO DEAD COMPARTMENT.	1	395.00	395.00
504	[4] CORNER STROBES [AMBER] [2]GRILL, [2] REAR.	1	710.00	710.00
504	[4] L.E.D. SCENE LIGHTS. [2] REAR [1] EA. SIDE.[CLEAR FLOOD LIGHTS]	1	610.00	610.00
504	WHELEN TRAFFIC ADVISER. [TACF85DTB] REAR ROOF.	1	1,785.00	1,785.00
504	THREE YEAR RED DOT WARRANTEE.	1	2,400.00	2,400.00
504	PICK UP BED REMOVAL FEE.	1	150.00	150.00
504	RELOCATE O.E.M. BACK UP CAMERA FROM TAILGATE TO REAR BUMPER.	1	250.00	250.00
504	FUEL HOSE KIT. [FOR ALL PICK UP BED TRUCKS]	1	325.00	325.00
504	PDI [PRE DELIVERY INSPECTION]	1	95.00	95.00

Quoted by This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL
SALES TAX (0.00)
TOTAL



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
3/13/2023	22216

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS		Ship To	
NATIONAL AUTO FLEET GROUP 490 AUTO CENTER DRIVE WATSONVILLE, CA 95076			
Customer Contact		Customer Phone	855-289-6572

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	4/12/2023	JC	STOCKTON CA.		WHITE

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
830	<p>ONE WAY DELIVERY TO NATIONAL CITY</p> <p>QUOTED BY JOHN COOPER. IF YOU DON'T SEE YOUR OPTION, PLEASE GIVE US A CALL. LEAD TIME FROM ORDER. 90 - 120+ DAYS. LEAD TIMES MAY CHANGE WITHOUT NOTICE. ALL PRICES ARE F.O.B. STOCKTON CA.</p> <p>note: UNLESS OTHERWISE NOTED. ALL WIRING AND SWITCHES WILL BE LEFT ON THE CAB FLOOR WITH A 5' FOOT WIRE LEAD FOR FUTURE INSTALLATION IN CENTER CONSOLE .</p> <p>FORD , RAM, AND GM DROP SHIP CODES ARE AVAILABLE.</p>	1	985.00	985.00

Quoted by This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL
SALES TAX (0.00)
TOTAL



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
3/13/2023	22216

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS
NATIONAL AUTO FLEET GROUP 490 AUTO CENTER DRIVE WATSONVILLE, CA 95076

Ship To

Customer Contact		Customer Phone	855-289-6572
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P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	4/12/2023	JC	STOCKTON CA.		WHITE

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
000	<p>***Disclaimers*** Please verify specs. Upon acceptance of this bid, please sign one copy of this estimate and return to us for our records, along with any required deposits or signed purchase orders. This contract is void 30 days from date, unless a copy is signed and returned to Diamond Truck Body Mfg. Inc. Please note there are no returns on special order, non-stocked parts. Special orders require a non-refundable deposit. A 25% restocking charge may apply on all returns. [By signing this quotation, the customer accepts the above listed job as quoted]. **** Quote is subject to change upon receipt and inspection of customer supplied chassis, additional revisions may be deemed necessary. At which point you will be notified with a revised quote. *** Diamond Truck Body Mfg. Inc. is not responsible for flashing or modification of any chassis modules due to the installation of the Diamond Body. (Including but not limited to camera installation, erratic turn signal operation, dash error codes, etc.) *** Exact color match not guaranteed or implied for any color applied.</p>			0.00

Quoted by This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL	\$39,120.00
SALES TAX (0.00)	\$0.00
TOTAL	\$39,120.00

AUTHORIZATION _____

SIGNATURE _____

Vehicle Configuration Options

ENGINE	
Code	Description
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	Description
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)
TIRES	
Code	Description
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
4S	Medium Dark Slate, Cloth 40/Mini-Console/40 Front Seat, -inc: driver's side manual lumbar
AXLE RATIO	
Code	Description
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
96D	XL Driver Assist Package, -inc: Pre-Collision Assist, Automatic Emergency Braking (AEB) and forward collision warning, Automatic High Beam
67E	250 Amp Alternator (Gas)
924	Privacy Glass
435	Power-Sliding Rear-Window w/Defrost
18B	Platform Running Boards
76C	Exterior Backup Alarm (Pre-Installed)
66S	Upfitter Switches (6), -inc: Located in overhead console
18A	Ford Pro Upfit Integration System, -inc: upfit integration system (interface w/equipment only; not programmable, not cloud-connected, Note: programmable and cloud-connected version will be late availability), Recommended for snowplows and trucks that will utilize upfit aftermarket equipment
OPTION PACKAGE	

Code	Description
600A	Order Code 600A

2023 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB

WINDOW STICKER

2023 Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB

CODE	MODEL	MSRP
X2A	2023 Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB	\$46,505.00
OPTIONS		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	\$0.00
Z1	Oxford White	\$0.00
4S	Medium Dark Slate, Cloth 40/Mini-Console/40 Front Seat, -inc: driver's side manual lumbar	\$515.00
X37	3.73 Axle Ratio, (STD)	\$0.00
96D	XL Driver Assist Package, -inc: Pre-Collision Assist, Automatic Emergency Braking (AEB) and forward collision warning, Automatic High Beam	\$730.00
67E	250 Amp Alternator (Gas)	\$85.00
924	Privacy Glass	\$30.00
435	Power-Sliding Rear-Window w/Defrost	\$405.00
18B	Platform Running Boards	\$445.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
66S	Upfitter Switches (6), -inc: Located in overhead console	\$165.00
18A	Ford Pro Upfit Integration System, -inc: upfit integration system (interface w/equipment only; not programmable, not cloud-connected, Note: programmable and cloud-connected version will be late availability), Recommended for snowplows and trucks that will utilize upfit aftermarket equipment	\$400.00
600A	Order Code 600A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$49,455.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,895.00
TOTAL PRICE	\$51,350.00

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: 6.8L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
--

3.73 Axle Ratio (STD)

EXTERIOR

Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

WHEELS

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
--

ADDITIONAL EQUIPMENT

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

160 Amp Alternator

Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control

Trailer Wiring Harness

3870# Maximum Payload

GVWR: 10,000 lb Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

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

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black 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
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 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
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
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
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
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
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Back-Up Camera



National Auto Fleet Group

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

8/22/2022

Quote ID: 21080

Order Cut Off Date: TBA

Mr Ruben Huerta
 City of National City
 1726 Wilson Ave
 National City, California, 91950

Dear Ruben Huerta,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Six (6) New/Unused (2023 Ford Police Interceptor Utility (K8A) AWD, P8) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (6)	Total Savings
Contract Price	\$51,510.00	\$49,801.28	3.317 %	\$298,807.68	\$10,252.32
P8					
Tax (8.7500 %)		\$4,357.61		\$26,145.66	
Tire fee		\$8.75		\$52.50	
Total		\$54,167.64		\$325,005.84	

- 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



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

Vehicle Configuration Options

ENGINE	
Code	Description
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)
TRANSMISSION	
Code	Description
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE RATIO	
Code	Description
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
76D	UNDERBODY DEFLECTOR PLATE, -inc: Engine and transmission shield
51V	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (WHELEN)
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
59B	KEYED ALIKE - 1284X
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
17A	REAR AUXILIARY AIR CONDITIONING
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps
76R	REVERSE SENSING SYSTEM
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)
85S	REAR CENTER SEAT DELETE, -inc: Deletes the center section of the 2nd row seat, molded trim floor panel in lieu of center seat section
OPTION PACKAGE	
Code	Description

2023 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2023 Ford Police Interceptor Utility AWD		
CODE	MODEL	MSRP
K8A	2023 Ford Police Interceptor Utility AWD	\$47,165.00
OPTIONS		
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)	\$0.00
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)	\$0.00
UM	AGATE BLACK	\$0.00
—	STANDARD PAINT	\$0.00
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00
—	3.73 AXLE RATIO, (STD)	\$0.00
76D	UNDERBODY DEFLECTOR PLATE, -inc: Engine and transmission shield	\$335.00
51V	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (WHELEN)	\$665.00
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$60.00
59B	KEYED ALIKE - 1284X	\$50.00
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$160.00
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$0.00
17A	REAR AUXILIARY AIR CONDITIONING	\$610.00
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light	\$50.00
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	\$0.00
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	\$545.00
76R	REVERSE SENSING SYSTEM	\$275.00
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)	\$100.00
85S	REAR CENTER SEAT DELETE, -inc: Deletes the center section of the 2nd row seat, molded trim floor panel in lieu of center seat section	\$0.00
500A	ORDER CODE 500A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$50,015.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,495.00
TOTAL PRICE		\$51,510.00
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.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)
Transmission: 10-Speed Automatic
3.73 Axle Ratio
GVWR: 6,840 lbs (3,103 kgs)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Integrated Roof Antenna
1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets

SAFETY

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
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

FIRE	STATUS	LEASE/PUR
fire engine/pumper	order	PURCHASE
fire BC truck	waiting on Ford	PURCHASE
fire inspector TK F150hybrid	waiting on Ford	LEASE
POLICE		
police interceptor QTY6 patrol 4/LT 2	waiting on PO#	PURCHASE
police reponder	waiting on PO#	PURCHASE
police detective/pool QTY4	order 2 / need 2	LEASE
police motor cycles QTY2	waiting on quote	PURCHASE
ARO animal regulations officer	waiting on Ford	PURCHASE
PW/Engineering		
vator	end Oct/ mid Nov	PURCHASE
grappler	waiting on PO#	PURCHASE
tree truck/hybrid	waiting on PO#	PURCHASE
parks trailer	waiting on PO#	PURCHASE
street striper	waiting on Don/Bill	PURCHASE
parks small riding mower	waiting on Victor	LEASE/PUR
facility cargo trailer	checking on 273	PURCHASE
pw meduim trailer	needing quote	PURCHASE
engineering small truck	needing quote	LEASE
SECTION 8		
sedan	needing quote	LEASE



Quotation

Date Mar 14, 2023	Page 1
Order Number QTE0033971	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
 Phone: (619) 596-1925
 Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Patrol Utility x3		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Sal Gil - Associated with cancelled order ORD0025470 ***Siren/ Lightbar Package***			
3.00	LBAR04120 / EMPLB00214-033	SoundOff mPower 55" Exterior Lightbar for 2020+ Ford Utility - SO Quote# QSF005313	2,625.0000	Y	7,875.00
3.00	SIRE00632 / ENGSA5200RSP	500 Series bluePRINT Siren, Remote Push Button, 200-Watts	1,005.4500	Y	3,016.35
3.00	VACC02609 / ENGLMK008	bluePRINT Link Micro Module 2021 PIU	325.0000	Y	975.00
6.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket	205.0000	Y	1,230.00
6.00	BKRT00082 / ETSSVBK01	Soundoff ETSS100J5 behind grille mounting brkt for 2020+	34.0000	Y	204.00
3.00	BKRT00092 / PIU20-EQUIP-001	Electronics Mounting Plate SOS, DRV 1/4 Panel, 20+ Utility	135.0000	Y	405.00
3.00	BKRT00093 / PIU20-RADIO-KIT	Radio T/R Mounting Bracket, OEM Cubby Pocket, 20+ Utility	40.0000	Y	120.00

<p>Quotation continued on next page ...</p>					
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Quotation

Date Mar 14, 2023	Page 2
Order Number QTE0033971	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
 Phone: (619) 596-1925
 Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Patrol Utility x3		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	VACC02945 / B00FSYBKPM	StarTech.com 3 ft Panel Mount USB Cable B to B - F/M - Panel ***Push Bumper w/ Front Lighting***	15.0000	Y	45.00
3.00	BUMP00905 / BK1526ITU20	PB450-LR4 Push Bumper, SoundOff mPower x4, 2020+ Utility	525.0000	Y	1,575.00
6.00	LEDS04127 / EMPS80082-D	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Red/White	125.0000	Y	750.00
6.00	LEDS04126 / EMPS80082-E	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Blue/White	125.0000	Y	750.00
3.00	PATC00288 / FT-UNV-SOB5-BU	Bumper Harness, bluePRINT 500 w/3-Wire Dual, Universal	96.0000	Y	288.00
3.00	PATC00289 / FT-UNV-SOB5-SP	Speaker Harness, SoundOff, Universal ***Headlight Housing LED's***	16.0000	Y	48.00
3.00	LEDS03676 / ELUC3H010D	Universal Under Cover LED Insert, 5-Wire, Red/White (Driver side headlight assemble)	82.0000	Y	246.00
3.00	LEDS03657 / ELUC3H010E	Universal Under Cover LED Insert, 5-Wire, Blue/White (Passenger side headlight assemble)	82.0000	Y	246.00
6.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit	4.0000	Y	24.00

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 3
Order Number QTE0033971	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
 Phone: (619) 596-1925
 Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Patrol Utility x3		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		(Twist Locks for UC LED's)			
		Note: Wig/Wag Flash Via bluePRINT and FasTech Harness			
		Under Mirror LED's			
3.00	LEDS04127 / EMPS80082-D	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Red/White	125.0000	Y	375.00
3.00	LEDS04126 / EMPS80082-E	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Blue/White	125.0000	Y	375.00
6.00	BKRT00113 / PMP2BKUMB4	Under Mirror Bracket, mPower/Intersector, 20+ Utility, Each	22.5000	Y	135.00
6.00	VACC02904 / FT-UNV-SOB5-3W	bluePRINT 500 w/3-Wire LED Extension Single (Mirror), Univer	16.0000	Y	96.00
		Rear 1/4 Window LED's			
3.00	LEDS04127 / EMPS80082-D	3-Wire mPower 4" Fascia LED, SM, 12-LED, Red/White	125.0000	Y	375.00
3.00	LEDS04126 / EMPS80082-E	3-Wire mPower 4" Fascia LED, SM, 12-LED, Blue/White	125.0000	Y	375.00
6.00	LEDS03567 / PMP2WSSSB	4" mPower 25-90 degree Glass Mount/Shroud, Black Qtr Glass Mount	14.5000	Y	87.00
6.00	PATC00290 / FT-UNV-SOB5-3W	bluePRINT 500 w/3-Wire LED Extension Dual, Universal	51.2000	Y	307.20

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 4
Order Number QTE0033971	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
 Phone: (619) 596-1925
 Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Patrol Utility x3		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Rear License Plate and Gate Open LED's			
6.00	LEDS04218 / EMPS8006S-8	3-Wire mPower 4" Fascia LED, QM, 18-LED, Red/Blue/White (LED's near rear license plate)	156.0000	Y	936.00
6.00	LEDS04219 / EMPS7033K-J	3-Wire mPower 3" Fascia LED, SM, 8-LED, Red/Blue (Lift Gate Open LED's Mounted on Underside of Trim Panel)	110.0000	Y	660.00
3.00	PATC00292 / FT-F01-SOB5-LFT	Liftgate Harness, bluePRINT 500 w/3-Wire, 20+ Utility	184.0000	Y	552.00
		Tail Light LED's			
6.00	LEDS03674 / ELUC3H010B	Universal Under Cover LED Insert, 5-Wire, Blue	82.0000	Y	492.00
6.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit	4.0000	Y	24.00
		Note: Tail Light Flash Via bluePRINT and FasTech Harness			
		Rear Under Spoiler LED's			
6.00	LBAR03785 / EMPS8007Z-8	3-Wire mPower Fascia LED, Stud Mount, 18-LED, Red/Blue/White	134.0000	Y	804.00
3.00	BKRT00074 / PMP2RS101	Under Spoiler mPower Bracket, 1-Module, 2020 Utility	48.0000	Y	144.00

Quotation continued on next page ...					



Quotation

Date Mar 14, 2023	Page 5
Order Number QTE0033971	

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AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Patrol Utility x3		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	PATC00294 / FT-F01-SOB5-SPC	2-Mod Spoiler Harness, bluePRINT 500 w/3-Wire, 20+ Utility ***FasTech Harness/ Electrical System***	89.6000	Y	268.80
3.00	PATC00287 / FT-F01-SOB5-PRI	Primary Harness, bluePRINT 500 w/3-Wire, 20+ Utility	1,300.0000	Y	3,900.00
3.00	PATC00291 / FT-F01-SOB5-UNC	Underhood Harness, bluePRINT 500 w/3-Wire, 20+ Utility	209.6000	Y	628.80
3.00	VACC02241 / B07PPLK8L4	RJ45 Splitter, 1-Male to 3-Female, Use for BP SYNC/LINK/CP	25.2000	Y	75.60
3.00	VACC01714 / AEP-SW-IDLE	Switch, Idle Security, Off-On	15.0000	Y	45.00
3.00	VACC00342 / 13-100	Toggle Switch, Off-On, SPST..	12.0000	Y	36.00
3.00	VACC01453 / AEP-LABEL-CARG	Switch Label Plaque, "Cargo Dome, Door-Off"	9.0000	Y	27.00
3.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/Wht,Universal (Rear Lift Gate) ***Center Equipment Console***	79.0000	Y	237.00
3.00	CONS01598 / 7170-0735-00	"Short" Console Package w/ Cup, 10"/4.5", 20+ Utility	450.0000	Y	1,350.00
3.00	FACE00845 / 20032	FP- Sound Off 500 Series Remote Siren, 3.5"	0.0000	N	0.00

<p>Quotation continued on next page ...</p>					
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Quotation

Date Mar 14, 2023	Page 6
Order Number QTE0033971	

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AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Patrol Utility x3		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	FACE00546 / 7160-0321	FP- Motorola APX -05 Remote 3" PL 2013-05-15	0.0000	N	0.00
3.00	FACE00215 / C-EB15-HLN-1P	FP- Motorola DEK Mini, 1.5" Havis PB 2012-09-01	24.0000	Y	72.00
3.00	FACE00735 / 15083	FP- Switch/Power Port Knockouts, 2"	0.0000	N	0.00
3.00	FACE00794 / 18492	Console Filler Plate, 1.5"	0.0000	N	0.00
3.00	CONS00354 / C-ARM-104	Arm Rest, Adjustable PB 2012-09-01	158.0000	Y	474.00
3.00	VACC01539 / 11019	Dual USB 2.4A Charger for Contura SW Cut-Out	18.0000	Y	54.00
3.00	VACC01101 / 11010	DC Power Port	3.0500	Y	9.15
3.00	VACC01102 / 11011	DC Power Port Cap	0.6800	Y	2.04
6.00	CONS01276 / MMBP-25	Magnetic Microphone Mount	34.0000	Y	204.00
3.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/White, Universal ***Computer Mount***	76.0000	Y	228.00

<i>Quotation continued on next page ...</i>				
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Quotation

Date Mar 14, 2023	Page 7
Order Number QTE0033971	

AEP California

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 National City, CA 91950-6530

Ship To:

AEP Santee

Reference 2023 Patrol Utility x3	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Mar 14, 2023	Ship Via	Terms NET30
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Year 2023	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	COMP01803 / DS-PAN-1112-2	CF33 Laptop/ Tablet Docking Station, Dual RF w/ Power Supply	1,299.0000	Y	1,299.00
3.00	COMP01968 / KBA-BLTXR-UCNM	TG3 Rubber Keyboard; Rugged Rubber 83 Key, Coiled	235.0000	Y	705.00
3.00	COMP01598 / 7160-0857	Keyboard Tray, Low Profile, Quick Release	145.0000	Y	435.00
3.00	CONS01686 / 7160-1346-01	On-Dash Mount w/ 3" Ext Arm, 2020+ Ford Utility	290.0000	Y	870.00
3.00	CONS01468 / 7160-0872	Offset Bracket	38.0000	Y	114.00
3.00	CONS01634 / 7160-1216-09	Mongoose XLE 9" Motion Attachment	342.0000	Y	1,026.00
		Radio and Data Antenna			
3.00	ANTE00968 / GP-IN2236	GPSB Sharkee Antenna kit, Cell w/ TNC, GPS w/TNC (Opt Whip)	210.0000	Y	630.00
3.00	ANTE00792 / AFGB-832	Antenna Whip (Sharkee), 760-876 MHz	26.0000	Y	78.00
3.00	ANTE00782 / C23F-5M	Radio Antenna Extension Cable, 16', Mini-UHF (MPL)	15.0000	Y	45.00
		Prisoner Transport			
3.00	PRIS01937 / PK1186ITU20-TM	10XL C2 Partition, Recessed, Poly Sliding, TM, 2020 Utility	889.0000	Y	2,667.00

<p>Quotation continued on next page ...</p>					
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Quotation

Date Mar 14, 2023	Page 8
Order Number QTE0033971	

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 National City, CA 91950-6530

Ship To:

AEP Santee

Reference 2023 Patrol Utility x3	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Mar 14, 2023	Ship Via	Terms NET30
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Year 2023	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	PRIS01938 / QK0566ITU20	Transport Seat w/Poly Partition, Center Belts, 2020 Utility	1,329.0000	Y	3,987.00
3.00	PRIS01939 / WK0514ITU20H	Window Barriers, Steel Horizontal Bars, 2020 Utility	275.0000	Y	825.00
6.00	DOME00045 / ECVDMLTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray	24.0000	Y	144.00
3.00	VACC01450 / AEP-SW-DOME1	Switch, Rear Dome Light, On-Door-Off	14.0000	Y	42.00
		Front Weapon Mount			
3.00	GUNM00762 / GRPXXX1B1X238	Gun Rack, Dual, Partition Mount, SC1-B/SC1, 38", #2	550.0000	Y	1,650.00
3.00	GUNM00513 / GUNMARTDPGRE	AR-15 Takedown Pin Guard	175.0000	Y	525.00
3.00	GUNM00778 / GUNMBSB3	NCPD Gun Rack Camera Mount	45.0000	Y	135.00
		Rear Cargo Storage System			
3.00	STOR00817 / PIU20-CARGO-KIT	Cargo Guard w/ Hinged EZ Access, 2020 Utility w/Setina 12VS	965.0000	Y	2,895.00
3.00	STOR01007 / 306-01	Tuffy Security Drawer, Under Cargo Guard Mount	278.0000	Y	834.00
3.00	STOR01028 / CAMLOCKCOMBC	Tuffy Combination 3-Digit Camlock, Set to code 108	28.0000	Y	84.00

<i>Quotation continued on next page ...</i>				
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Quotation

Date Mar 14, 2023	Page 9
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 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Patrol Utility x3		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	VACC02817 / LDW217	Neoprene Sponge Foam Rubber Sheet Rolls 15in x 60in	26.5800	Y	79.74
3.00	PRIS02000 / WK0040ITU20	Window Barrier, VS, Rear Hatch and Side Windows, 2020 Utilit	324.0000	Y	972.00
6.00	DOME00045 / ECVDMLTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray	24.0000	Y	144.00
3.00	UTIL01516 / 25614	Fire Extinguisher, 5lb ABC Dry Chem, Vehicle Mounting Bracke	58.0000	Y	174.00
3.00	VACC01552 / 862	Heavy Duty Fire Extinguisher Mounting Bracket, Rubber Straps	55.0000	Y	165.00
3.00	VACC02559 / COVP-PIUBP-KIT	Covert Patrol for use with FasTech Harness, Ford Utility ***Brake and Reverse Kill System (Black-Out)***	495.0000	Y	1,485.00
3.00	VACC02117 / AngArm-00339	Avail Ballistic Door Panel, Level IIIA, Driver 2020 Utility	879.0000	Y	2,637.00
3.00	VACC02118 / AngArm-00340	Avail Ballistic Door Panel, Level IIIA, Pass. 2020 Utility	879.0000	Y	2,637.00
3.00	GRAP90001 / Graphics	National City PD Patrol Graphics Package ***Graphics Package***	600.0000	Y	1,800.00

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 10
Order Number QTE0033971	

AEP California
 10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To: National City Police Department, City of email: ap@nationalcityca.gov 1200 National City Blvd National City, CA 91950-6530	Ship To: AEP Santee
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Reference 2023 Patrol Utility x3	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Mar 14, 2023	Ship Via	Terms NET30
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Year 2023	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Installation/ Freight			
138.00	LABO90001 / AEP INSTALL	Installation Labor Services EVT-Certified Technician Labor	95.0000	Y	13,110.00
3.00	SHOP90006 / Shop Supplies	Installation Materials / Shop Supplies	125.0000	Y	375.00
		Vehicle Transport and Freight/Shipping			
		Freight / Shipping (\$250.00ea)		N	750.00
		Customer Supplied Equipment			
3.00	INST05685 / CSM	Motorola APX-6500 Remote Radio	0.0000	N	0.00
3.00	INST05685 / CSM	- Motorola DEK	0.0000	N	0.00
2.00	INST05685 / CSM	DS-PAN-1112-2, Panasonic CF 33 Dock W/ Dual Pass-Through and	0.0000	N	0.00

Thank you for the opportunity to earn your business Terms & Conditions: <ul style="list-style-type: none"> • ESTIMATES VALID FOR 30 DAYS • Orders will be invoiced upon notification of completion • Returns subject to 25% restocking fee. No returns on special order items. • Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only. SIGNATURE (not required if PO/contract is issued) _____	Parts	58,804.68
	Labor / Services	14,910.00
	Trans / Trip / Fee	0.00
	Shipping	750.00
	Order Discount	0.00
	Subtotal	74,464.68
	Total sales tax	6,450.03
	Total order	80,914.71



Quotation

Date Mar 14, 2023	Page 1
Order Number QTE0033427	

AEP Cali forni

10729 Wheat lands Ave. Suite C
Santee, CA 92071
Phone: (619) 59 6-1925
Fax: (619) 59 6-1909

Sold To:

Nat ional Ci ty Poli ce Depart ment, Ci ty
email: ap@nationalcityca.gov
1200 National Ci ty Blvd
National Ci ty, CA 919 50-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Sq Uti lity		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Sal Gil			
		*** Siren/ Lightbar Package***			
1.00	LBAR04120 / EMPLB00214-033	SoundOff mPower 55" Exterior or Lightbar for 2020+ Ford Utility	2,625.0000	Y	2,625.00
		- SOCode# QSF005313			
1.00	SIRE00632 / ENGSA5200RSP	500 Series bluePRINT Siren, Remote Push Button, 200-Watts	1,072.0000	Y	1,072.00
1.00	VACC02609 / ENGLMK008	bluePRINT Link Micro Module 2021 PIU	343.0000	Y	343.00
2.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket	205.0000	Y	410.00
2.00	BKRT00082 / ETSSBK01	Soundoff ETSS100J5 shield grille mounting bracket for 2020+ PI-S	34.0000	Y	68.00
1.00	BKRT00092 / PI 120-EQUIP-001	Electronics Mounting Plate SCS, DRV 1/4 Panel, 20+ Utility	135.0000	Y	135.00
1.00	BKRT00093 / PI 120-RADIOKIT	Radio T/R Mounting Bracket, OEM Cubby Pocket, 20+ Utility	40.0000	Y	40.00
1.00	VACC02945 / B00FSYBKPM	StarTech.com 3 ft Panel Mount USB Cable B to B - F/M - Panel	15.0000	Y	15.00

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 2
Order Number QTE0033427	

AEP Cali forni

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1200 National C it y Blvd
Nat ional C it y, CA 919 50-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Sd Uti lit y		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Uilit y		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		*** Push Bumper w Front Lighti ng***			
1.00	BUMP009 05 / BK1526ITU20	PB450-LR4 Push Bumper, SoundOff mPower x4, 2020+ Uilit y	525.0000	Y	525. 00
2.00	LEDS04127 / EMPS80082-D	3-Wi re mPower Fasci a LED, Stud Mount, 12-LED, Red/ White	125.0000	Y	250. 00
2.00	LEDS04126 / EMPS80082-E	3-Wi re mPower Fasci a LED, Stud Mount, 12-LED, Blue/ White	125.0000	Y	250. 00
1.00	PATC00288 / FT-UW-SCB5-BUW-C	Bumper Harness, bluePRINT 500 w3-Wire Dual, Uni versal	96. 0000	Y	96.00
1.00	PATC00289 / FT-UW-SCB5-SPK-	Speaker Harness, SoundOff, Uni versal	16. 0000	Y	16.00
		*** Headlight HusingLED's***			
1.00	LEDS03676 / ELUC3H010D	Uni versal Under Cover LED Insert , 5-Wi re, Red/White (Driver side headli ght assemble)	82.0000	Y	82.00
1.00	LEDS03657 / ELUC3H010E	Uni versal Under Cover LED Insert , 5-Wi re, Blue/White (Passenger side headli ght assemble)	82. 0000	Y	82.00
2.00	LEDS02981 / PLUCTQL1	Twist-In LED Collar Kit (Twist Locks for LED's)	4.0000	Y	8.00

Quotation continued on next page ...					
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Quotation

Date Mar 14, 2023	Page 3
Order Number QTE0033427	

AEP Cali forni

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Ship To:

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Sd Uti lit y		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Uilit y		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Nbt e: Wg/Wag Flash Vi a bluePRINT and FasTech Harness * * * Under Mirror L ED's* * *			
1.00	LEDS04127 / EMPS80082-D	3-Wi re mPower Fascia LED, Stud Mount, 12-LED, Red/ White	125.0000	Y	125. 00
1.00	LEDS04126 / EMPS80082-E	3-Wi re mPower Fascia LED, Stud Mount, 12-LED, Blue/ White	125.0000	Y	125. 00
2.00	BKRT00113 / PMP2BKUMB4	Under Mirror Bracket, mPower/ Intersector, 20+ Uilit y, Each	22. 5000	Y	45.00
2.00	VACC02904 / FT-WW-SCB5-3WRI	bluePRINT 500 w3-Wire L ED Ext ension Si ngle (Mi rror) Udi ver	16. 0000	Y	32.00
		* * * Rear 1/4 Wi ndow L ED's* * *			
1.00	LEDS04127 / EMPS80082-D	3-Wi re mPower 4" Fascia LED, SM, 12-LED, Red/Whit e	125.0000	Y	125. 00
1.00	LEDS04126 / EMPS80082-E	3-Wi re mPower 4" Fascia LED, SM, 12-LED, Blue/ White	125. 0000	Y	125. 00
2.00	LEDS03567 / PMP2WSSSB	4" mPower 25-9 0 degree Glass Mount/Shroud, Black Qtr Glass Mount	14.5000	Y	29.00
2.00	PATC00290 / FT-WW-SCB5-3WRI	bluePRINT 500 w3-Wire L ED Ext ensi on Dual, Udi versal	51.2000	Y	102.40

Quotation continued on next page ...



Quotation

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2023 Sd Uti lit y		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Wilit y		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		*** Rear License Plate and Gate Open LED's***			
2.00	LEDS04218 / EMPS8006S-8	3-Wire mPower 4" Fascia LED, QM, 18-LED, Red/ Blue/ White (LED's near rear license plate)	156.0000	Y	312.00
2.00	LEDS04219 / EMPS7033K-J	3-Wire mPower 3" Fascia LED, SM, 8-LED, Red/ Blue (Left Gate Open LED's Mounted on Underside of Trim Panel)	110.0000	Y	220.00
1.00	PATC00292 / FT-F01-SOB5-LFT	Lift gate Harness, bluePRINT 500 w3-Wire, 20+ Wilit y	184.0000	Y	184.00
		*** Tail Light LED's***			
2.00	LEDS03674 / ELUC3H010B	Universal Ladder Cover LED Insert, 5-Wire, Blue	84.0000	Y	168.00
2.00	LEDS02981 / PLUCTCL1	Twist-In LED Collar Kit	4.0000	Y	8.00
		Note: Tail Light Flash Via bluePRINT and FasTech Harness			
		*** Rear Ladder Spoiler LED's***			
2.00	LBAR03785 / EMPS8007Z-8	3-Wire mPower Fascia LED, Stud Mount, 18-LED, Red/ Blue/ White	134.0000	Y	268.00
1.00	BKRT00074 / PMP2RS101	Under Spoiler mPower Bracket, 1-Module, 2020 Wilit y	48.0000	Y	48.00

Quotation continued on next page ...					
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Quotation

Date Mar 14, 2023	Page 5
Order Number QTE0033427	

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Sq Uti lit y		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Wilit y		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	PATC00294 / FT-F01-SOB5-SPC	2-Mod Spö ler Harness, bluePRINT 500 w/3-Wire, 20+ Wilit y *** FasTech Harness/ Elect ri cal System* * *	89 . 6000	Y	89.60
1.00	PATC00287 / FT-F01-SOB5-PR-	Primary Harness, b luePRNT 500 w3-Wire, 20+ Wilit y	1,300.0000	Y	1,300.00
1.00	PATC00291 / FT-F01-SOB5-UNC	Underhood Harness, bluePRINT 500 w/3-Wire, 20+ Wilit y	209.6000	Y	209 . 60
1.00	VACC02241 / B07PPL K8L4	RJ45 Spli t ter, 1-Male to 3-Female, Use for BP SYNC/LINK/CP	25. 2000	Y	25.20
1.00	VACC01714 / AEP-SW-I DLE	Swit ch, Idle Security, Off-On	15.0000	Y	15.00
1.00	VACC00342 / 13-100	Toggle Swi t ch, Off-On, SPST..	12. 0000	Y	12.00
1.00	VACC01453 / AEP-L ABEL-CARG	Swit ch L ab el Plaque, "Cargo Dome, Dö r-Off"	9 . 0000	Y	9.00
1.00	DOME00005 / ECVDMLTAL 00	L ED Dome Light, Red/Wht,bi versal (Rear L if t Gate) *** Center Equi pment Console* * *	79.0000	Y	79.00
1.00	CONS0159 8 / 7170-0735-00	"Short " Console Packö g w/ Cup, 10"/ 4.5", 20+ Wilit y	450.0000	Y	450. 00
1.00	FACE00845 / 20032	Console Faceplat e f ö SoundCff 500-Seri es Remote Si ren, 3.5"	0.0000	N	0.00

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 6
Order Number QTE0033427	

AEP Cali forni

10729 Wheat lands Ave. Suit e C
 Santee, CA 92071
 Phone: (619) 59 6-1925
 Fax: (619) 59 6-1909

Sold To:

Nat ional Ci ty Poli ce Depart ment, Ci ty
 email: ap@nationalci ty.ca.gov
 1200 Nat ional Ci ty Blvd
 Nat ional Ci ty, CA 919 50-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Sd Uti lit y		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Wilit y		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	FACE00546 / 7160-0321	Console Faceplat e f σ Motorola APX/XTL Remote Radio, 3" PL 2013-05-15	0.0000	N	0.00
1.00	FACE00215 / C-EB15-HLN-1P	FP- Motorola DEK Mi ni, 1.5" Havi s PB2012-09-01	24.0000		24.00
1.00	FACE00735 / 15083	Console Faceplat e w (6) Swi tch Knock-Outs, 2"	0.0000	N	0.00
1.00	FACE00794 / 1849	Console Fi ller Plate, 1.5"	0.0000	N	0.00
1.00	CONS00354 / C-ARM-104	Arm Rest , Adjustab le PB2012-09-01	158.0000	Y	158.00
1.00	VACC01539 / 11019	Dual USB 2.4A Charger for Cont ura SW Out-Out	18.0000	Y	18.00
1.00	VACC01101 / 11010	DC Power Port	3.0500	Y	3.05
1.00	VACC01102 / 11011	DC Power Port Cap	0.6800	Y	0.68
2.00	CONS01276 / MMBP-25	Magneti c Microphone Mount	34.0000	Y	68.00
1.00	DOME00005 / ECVDMLTAL00	L ED Dome Light, Red/White, Universal * * * Computer Mount* * *	79.0000	Y	79.00

<i>Quotation continued on next page ...</i>				
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Quotation

Date Mar 14, 2023	Page 7
Order Number QTE0033427	

AEP Cali forni

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Santee, CA 92071
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email: ap@nationalcit yca.gov
1200 National Ci ty Blvd
National Ci ty, CA 919 50-6530

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AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Sq Uti lit y		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utilit y		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	COMP01700 / DS-PAN-1112-2	Panasonic CF 33 Dock W/ Dual Pass-Through and Power Supply	1,299 .0000	Y	1,299 .00
1.00	COMP01968 / KBA-BLTXRUCNF	TG3 Rubber Keyboard; Rugged Rubber 83 Key, Coiled	235.0000	Y	235. 00
1.00	COMP01598 / 7160-0857	keyboard Tray, LowProf ile, Quick Release	145.0000	Y	145. 00
1.00	CONS01686 / 7160-1346-01	On-Dash Mount w 3" Ext Arm, 2020+ Ford Utilit y	286. 0000	Y	286.00
1.00	CONS01468 / 7160-0872	Offset Bracket	38. 0000	Y	38.00
1.00	CONS01634 / 7160-1216-09	Mongøse XLE 9 " Moti on Attachment	368. 0000	Y	368.00
		*** Radio and Data Antenna***			
1.00	ANTE009 95 / GP-IN2237	GPSB Sharkee Antenna kit, Cell w/ TNC, GPS w TNC WiFi wTNC	238.0000	Y	238. 00
1.00	ANTE00792 / AFG8-832	Antenna Whip (Sharkee), 760-876 MHz	26.0000	Y	26.00
1.00	ANTE00782 / C23F-5M	Radio Antenna Extensi on Cable, 16', Mini-UHF (MPL)	15. 0000	Y	15.00
		*** 2nd Row Seat ing Dome Li ght ***			
1.00	DOME00045 / ECVDMLTST4G	Uni versal Interi or Cargo LED Dome Li ght, 6"x3", Gray	30.0000	Y	30.00

Quotation continued on next page ...					
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Quotation

Date Mar 14, 2023	Page 8
Order Number QTE0033427	

AEP Cali forni

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Santee, CA 92071
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email: ap@nationalci t y.ca.gov
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Nat ional Ci ty, CA 919 50-6530

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Sd Uti lity		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utili ty		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		*** Front Weapon Mount* **			
1.00	GNM00755 / GF016B1X232	Gun Rack, Dual, Free-St anding 20+ PIUS06-B/ SC1, #2	950.0000	Y	9 50. 00
1.00	GNM00513 / GNMA RTDPG	DEAR-15 Takedown Pi n Guard	175. 0000	Y	175. 00
1.00	FLAS00181 / 75866	St reamlight Stinger DS LED Flashlight , Steady Charger	145.0000	Y	145.00
1.00	GNM00616 / GA-FL B1	Flash L ight Charger Moun ti ng Bracket (Gun Rack Mounted)	48. 0000	Y	48.00
		*** Rear Storage* **			
1.00	VACC02123 / TK08411 TU20	Setina 2 Drawer, Sli ding, Top ComboLack, Elevated, 2020 PIU	1,650.0000	Y	1,650.00
1.00	VACC02279 / TF0292IT00	Free Standi ngCargoBrkt Kit - 2020 Intercept σ Uti lity	244. 0000	Y	244. 00
1.00	VACC0269 8 / WBI -F28-RC	Rear Cargo I nteri or Wi ndowBars, 2020+ Utili ty	628. 0000	Y	628. 00
1.00	VACC01269 / CM006385	Heavy Duty Gas Springs f σ Utili ty Rear Hat ch	89.7500	Y	89.75
1.00	UTIL01516 / 25614	Fire Ext i nguisher, 5lb ABCDry Chem, Vehicle Mounting Bracke	58. 0000	Y	58.00

Quotation continued on next page ...					
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Quotation

Date Mar 14, 2023	Page 9
Order Number QTE0033427	

AEP Cali forni

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email: ap@nationalcityca.gov
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National C it y, CA 919 50-6530

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AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Sd Uti lit y		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Uti lit y		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	VACC01552 / 862	Heavy Duty Fi re Ex tinguisher Mounti ngBracket, Rubber St raps	55.0000	Y	55.00
1.00	DOME00005 / ECVDMLTAL 00	L ED Dome Light, Red/Whit,Uni versal (Rear L if t Gate) - Mount ed in CargArea Above Command Box * * * Brake and Reverse Kill System (Black-Out) * * *	79.0000	Y	79.00
1.00	VACC02559 / COVP-PIIBP-KIT	Covert Patrol for use wi th FasTech Harness, Ford Uti lit y	495.0000	Y	495.00
1.00	VACC01446 / AEP-SW-BRAKE	Swit ch, Brake Ki ll, Off-(On) * * * Balli stic Door Panels* * *	14.4000	Y	14.40
1.00	VACC02117 / AngArm-00339	Avail Balli stic Door Panel, Level I IIA, Driver 2020 Uti lit y	799.0000	Y	799.00
1.00	VACC02118 / AngArm-00340	Avail Balli stic Door Panel, Level I IIA, Pass. 2020 Uti lit y * * * Graphics Package* * *	799.0000	Y	799.00
1.00	GRAP9 0001 / Graphics	NCPD Graphics Install "Supervisor"	600.0000	Y	600.00
1.00	GRAP9 0014 / Graphics	"Supervisor" Front Fenders * * * Installat ion/ Freight* * *	75.0000	Y	75.00

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 10
Order Number QTE0033427	

AEP Cali forni

10729 Wheat lands Ave. Suit e C
 Santee, CA 92071
 Phone: (619) 59 6-1925
 Fax: (619) 59 6-1909

Sold To:

Nat ional C it y Poli ce Depart ment, C it y
 email: ap@nationalcit yca.gov
 1200 National C it y Blvd
 Nat ional C it y, CA 919 50-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 St Uti lit y		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Wilit y		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
48.00	L ABC90001 / AEP INSTAL L	I nstallati on Lab or Services (46 Hours Each) EVT-Cert ifi ed Technician Lab or	95.0000		4,560.00
1.00	SHOP90006 / Shop Supplies	I nstallati on Materials / Shop Supplies	125.0000		125.00
		*** Vehi cle Transport and Freight/ Shippi ng *** Frei ght / Shipping (\$350. 00ea)		N	350.00
		*** Customer Suppli ed Equipment***			
1.00	INST05685 / CSM	Motørola APX-6500 Dual Remote Radi o	0.0000	N	0.00
1.00	INST05685 / CSM	- DEK Box	0.0000	N	0.00

Thank you for the opportunity to earn your business Terms & Conditions: <ul style="list-style-type: none"> • ESTIMATES VALID FOR 30 DAYS • Orders will be invoiced upon notification of completion • Returns subject to 25% restocking fee. No returns on special order items. • Credit Card payments accepted for payments of orders/ invoicing totaling \$10,000 or less only. SIGNATURE (not required if PO contract is issued) _____	Parts	19,582.68
	Labor / Services	5,160.00
	Trans / Trip / Fee	0.00
	Shipping	350.00
	Order Discount	0.00
	Subtotal	25,092.68
	Total sales tax	2,164.98
	Total order	27,257.66



Quotation

Date Mar 14, 2023	Page 1
Order Number QTE0034015	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
 Phone: (619) 596-1925
 Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Sal Gil			
		Siren/ Lightbar Package			
2.00	INST05526 / Parts	nForce Interior LB, 8-Module R/W, B/W - SO Quote# QSF005313	1,200.0000	Y	2,400.00
2.00	SIRE00632 / ENGSA5200RSP	500 Series bluePRINT Siren, Remote Push Button, 200-Watts	1,005.4500	Y	2,010.90
2.00	VACC02609 / ENGLMK008	bluePRINT Link Micro Module 2021 PIU	325.0000	Y	650.00
4.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket	205.0000	Y	820.00
4.00	BKRT00082 / ETSSVBK01	Soundoff ETSS100J5 ehind grille mounting brkt for 2020+ PI-S	34.0000	Y	136.00
		Push Bumper w/ Front Lighting			
2.00	BUMP00905 / BK1526ITU20	PB450-LR4 Push Bumper, SoundOff mPower x4, 2020+ Utility	525.0000	Y	1,050.00
4.00	LEDS04127 / EMPS80082-D	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Red/White	125.0000	Y	500.00

<i>Quotation continued on next page ...</i>				
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Quotation

Date Mar 14, 2023	Page 2
Order Number QTE0034015	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

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National City Police Department, City of
email: ap@nationalcityca.gov
1200 National City Blvd
National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	LEDS04126 / EMPS80082-E	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Blue/White	125.0000	Y	500.00
2.00	PATC00288 / FT-UNV-SOB5-BU	Bumper Harness, bluePRINT 500 w/3-Wire Dual, Universal	96.0000	Y	192.00
2.00	PATC00289 / FT-UNV-SOB5-SP	Speaker Harness, SoundOff, Universal	16.0000	Y	32.00
		Headlight Housing LED's			
2.00	LEDS03676 / ELUC3H010D	Universal Under Cover LED Insert, 5-Wire, Red/White (Driver side headlight assemble)	82.0000	Y	164.00
2.00	LEDS03657 / ELUC3H010E	Universal Under Cover LED Insert, 5-Wire, Blue/White (Passenger side headlight assemble)	82.0000	Y	164.00
4.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit (Twist Locks for UC LED's) Note: Wig/Wag Flash Via bluePRINT and FasTech Harness	4.0000	Y	16.00
		Under Mirror LED's			
2.00	LEDS04127 / EMPS80082-D	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Red/White	125.0000	Y	250.00

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 3
Order Number QTE0034015	

AEP California
 10729 Wheatlands Ave. Suite C
 Santee, CA 92071
 Phone: (619) 596-1925
 Fax: (619) 596-1909

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 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	LEDS04126 / EMPS80082-E	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Blue/White	125.0000	Y	250.00
4.00	BKRT00113 / PMP2BKUMB4	Under Mirror Bracket, mPower/Intersector, 20+ Utility, Each	22.5000	Y	90.00
4.00	VACC02904 / FT-UNV-SOB5-3W	bluePRINT 500 w/3-Wire LED Extension Single (Mirror), Univer ***Rear 1/4 Window LED's***	16.0000	Y	64.00
2.00	LEDS04127 / EMPS80082-D	3-Wire mPower 4" Fascia LED, SM, 12-LED, Red/White	125.0000	Y	250.00
2.00	LEDS04126 / EMPS80082-E	3-Wire mPower 4" Fascia LED, SM, 12-LED, Blue/White	125.0000	Y	250.00
4.00	LEDS03567 / PMP2WSSSB	4" mPower 25-90 degree Glass Mount/Shroud, Black Qtr Glass Mount	14.5000	Y	58.00
4.00	PATC00290 / FT-UNV-SOB5-3W	bluePRINT 500 w/3-Wire LED Extension Dual, Universal ***Rear License Plate and Gate Open LED's***	51.2000	Y	204.80
4.00	LEDS04218 / EMPS8006S-8	3-Wire mPower 4" Fascia LED, QM, 18-LED, Red/Blue/White (LED's near rear license plate)	156.0000	Y	624.00
4.00	LEDS04219 / EMPS7033K-J	3-Wire mPower 3" Fascia LED, SM, 8-LED, Red/Blue	110.0000	Y	440.00

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 4
Order Number QTE0034015	

AEP California

10729 Wheatlands Ave. Suite C
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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	PATC00292 / FT-F01-SOB5-LFT	(Lift Gate Open LED's Mounted on Underside of Trim Panel) Liftgate Harness, bluePRINT 500 w/3-Wire, 20+ Utility ***Tail Light LED's***	184.0000	Y	368.00
4.00	LEDS03674 / ELUC3H010B	Universal Under Cover LED Insert, 5-Wire, Blue	82.0000	Y	328.00
4.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit	4.0000	Y	16.00
		Note: Tail Light Flash Via bluePRINT and FasTech Harness ***Rear Interior Diretional Light bar**			
2.00	INST05526 / Parts	nForce Interior Rear, 6 Module, Dual Color - SO Quote# QSF005313	838.0000	Y	1,676.00
2.00	PATC00294 / FT-F01-SOB5-SPC	2-Mod Spoiler Harness, bluePRINT 500 w/3-Wire, 20+ Utility ***FasTech Harness/ Electrical System***	89.6000	Y	179.20
2.00	PATC00287 / FT-F01-SOB5-PRI	Primary Harness, bluePRINT 500 w/3-Wire, 20+ Utility	1,300.0000	Y	2,600.00

<i>Quotation continued on next page ...</i>				



Quotation

Date Mar 14, 2023	Page 5
Order Number QTE0034015	

AEP California

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	PATC00291 / FT-F01-SOB5-UN	Underhood Harness, bluePRINT 500 w/3-Wire, 20+ Utility	209.6000	Y	419.20
2.00	VACC02241 / B07PPLK8L4	RJ45 Splitter, 1-Male to 3-Female, Use for BP SYNC/LINK/CP	25.2000	Y	50.40
2.00	VACC00342 / 13-100	Toggle Switch, Off-On, SPST..	12.0000	Y	24.00
2.00	VACC01453 / AEP-LABEL-CARG	Switch Label Plaque, "Cargo Dome, Door-Off"	9.0000	Y	18.00
2.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/Wht,Universal (Rear Lift Gate)	79.0000	Y	158.00
		Center Equipment Console			
2.00	CONS01598 / 7170-0735-00	"Short" Console Packege w/ Cup, 10"/4.5", 20+ Utility	450.0000	Y	900.00
2.00	FACE00845 / 20032	FP- Sound Off 500 Series Remote Siren, 3.5"	0.0000	N	0.00
2.00	FACE00546 / 7160-0321	FP- Motorola APX -05 Remote 3" PL 2013-05-15	0.0000	N	0.00
2.00	FACE00215 / C-EB15-HLN-1P	FP- Motorola DEK Mini, 1.5" Havis PB 2012-09-01	24.0000	Y	48.00
2.00	FACE00735 / 15083	FP- Switch/Power Port Knockouts, 2"	0.0000	N	0.00

<i>Quotation continued on next page ...</i>					



Quotation

Date Mar 14, 2023	Page 6
Order Number QTE0034015	

AEP California

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	FACE00794 / 18492	Console Filler Plate, 1.5"	0.0000	N	0.00
2.00	CONS00354 / C-ARM-104	Arm Rest, Adjustable PB 2012-09-01	158.0000	Y	316.00
2.00	VACC01539 / 11019	Dual USB 2.4A Charger for Contura SW Cut-Out	18.0000	Y	36.00
2.00	VACC01101 / 11010	DC Power Port	3.0500	Y	6.10
2.00	VACC01102 / 11011	DC Power Port Cap	0.6800	Y	1.36
2.00	CONS01276 / MMBP-25	Magnetic Microphone Mount	34.0000	Y	68.00
2.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/White, Universal	79.0000	Y	158.00
		Computer Mount			
2.00	COMP01803 / DS-PAN-1112-2	CF33 Laptop/ Tablet Docking Station, Dual RF w/ Power Supply	1,248.0000	Y	2,496.00
2.00	CONS01634 / 7160-1216-09	Mongoose XLE 9" Motion Attachment	352.0000	Y	704.00
		CF33 Laptop w/ Keyboard			
2.00	INST05526 / Parts	Toughbook 33 Panasonic	5,200.0000	Y	10,400.00

Quotation continued on next page ...



Quotation

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Order Number QTE0034015	

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2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	COMP01944 / CF-SVCPSY5	4/5 Year Extended Warranty	715.0000	Y	1,430.00
2.00	COMP01945 / CF-VEK333LMP	Panasonic TB33 Premium Keyboard	715.0000	Y	1,430.00
		Radio and Data Antenna			
2.00	ANTE00995 / GP-IN2237	GPSB Sharkee Antenna kit, Cell w/ TNC, GPS w/TNC WiFi w/TNC	238.0000	Y	476.00
2.00	ANTE00792 / AFGB-832	Antenna Whip (Sharkee), 760-876 MHz	26.0000	Y	52.00
2.00	ANTE00782 / C23F-5M	Radio Antenna Extension Cable, 16', Mini-UHF (MPL)	15.0000	Y	30.00
		2nd Row Seating Dome Light			
2.00	DOME00045 / ECVDMLTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray	26.0000	Y	52.00
		Front Weapon Mount			
2.00	GUNM00755 / GRFF016B1X232	Gun Rack, Dual, Free-Standing, 20+ PIU, SC6-B/SC1, #2	950.0000	Y	1,900.00
2.00	GUNM00513 / GUNMARTDPGRE	AR-15 Takedown Pin Guard	175.0000	Y	350.00
2.00	FLAS00181 / 75866	Streamlight Stinger DS LED Flashlight, Steady Charger	145.0000	Y	290.00

<p>Quotation continued on next page ...</p>					
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Quotation

Date Mar 14, 2023	Page 8
Order Number QTE0034015	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
 Phone: (619) 596-1925
 Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	GUNM00616 / GRA-FLB1	Flash Light Charger Mounting Bracket (Gun Rack Mounted) ***Rear Command/Cargo System***	48.0000	Y	96.00
2.00	INST05526 / Parts	Command Post, Three Drawer, 39"W x 22"L x 18" H	4,450.0000	Y	8,900.00
2.00	FACE00439 / FP-MXTL2500	FP- Remote Motorola APX6500, 3"	34.8000	Y	69.60
2.00	FACE00371 / AEP-UN1011F0.01	FP- AC / DC Power Outlet, w/ Aux Ports, 2" Decora Duplex Outlet (PT26252BK) and (2) DC Power	45.0000	Y	90.00
2.00	VACC02106 / CP-UV20-CARGO	Troy 2020+ PI-SUV tilt up cargo mount 40"x43"	690.0000	Y	1,380.00
2.00	VACC02193 / AC-20-UV-TRAY	Electronics Tray for CP-UV20-CARGO, 2020+ Ford Utility	245.0000	Y	490.00
4.00	SPEA00146 / GM-65/8	Radio Speakers - Mounted on Hatch Trim Panel x2	14.5000	Y	58.00
2.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP	34.9500	Y	69.90
2.00	VACC01420 / SAM-450-12	DC-AC Modified Sine Inverter, 450-Watt	55.0000	Y	110.00
2.00	VACC01622 / 5298	Extension Cord Set, 16awg, 3'	4.0000	Y	8.00

<i>Quotation continued on next page ...</i>				
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Quotation

Date Mar 14, 2023	Page 9
Order Number QTE0034015	

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Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	INST00242 / PT26252BK	Decora Duplex AX Outlet, 120V AC / 15 Amps, Black..	36.0900	Y	72.18
2.00	INST00244 / PTR6-STR	6 PT connector 90 deg...	14.8600	Y	29.72
2.00	VACC01763 / 11014	USB Charger/12VDC Outlet Power Plate	18.0000	Y	36.00
2.00	SIRE00462 / ENGND04101	bluePrint Remote Node	249.7000	Y	499.40
2.00	VACC01402 / ENGHNK02	bluePrint Remote Node Harness Kit, 16-pin	65.0000	Y	130.00
2.00	UTIL01516 / 25614	Fire Extinguisher, 5lb ABC Dry Chem, Vehicle Mounting Bracke	58.0000	Y	116.00
2.00	VACC01552 / 862	Heavy Duty Fire Extinguisher Mounting Bracket, Rubber Straps	55.0000	Y	110.00
2.00	VACC00721 / HKN6169B	17' Blue Remote Mount Cable, APX6500	85.0000	Y	170.00
4.00	LIGH00331 / M84434RW	6" LED Dome Light, Red/White, 110 Lumens	63.0000	Y	252.00
1.00	VACC00342 / 13-100	Toggle Switch, Off-On, SPST..	8.0000	Y	8.00
1.00	VACC01453 / AEP-LABEL-CARG	Switch Label Plaque, "Cargo Dome, Door-Off"	8.0000	Y	8.00
		Rear Computer Mounting System			

<p>Quotation continued on next page ...</p>					
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Quotation

Date Mar 14, 2023	Page 10
Order Number QTE0034015	

AEP California
 10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
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Sold To:

National City Police Department, City of
 email: ap@nationalcityca.gov
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference 2023 Lieutenant Command Utility x2	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Mar 14, 2023	Ship Via	Terms NET30
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Year 2023	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	COMP01803 / DS-PAN-1112-2	CF33 Laptop/ Tablet Docking Station, Dual RF w/ Power Supply	1,248.0000	Y	2,496.00
2.00	ANTE00995 / GP-IN2237	GPSB Sharkee Antenna kit, Cell w/ TNC, GPS w/TNC WiFi w/TNC	238.0000	Y	476.00
2.00	INST05526 / Parts	6" Articulating Arm: VESA 75mm & Gamber-Johnson Hole Pattern	182.0000	Y	364.00
2.00	CONS01566 / 7160-0928	Mongoose 9" Locking Arm w/ Short Clevis	275.0000	Y	550.00
		Brake and Reverse Kill System (Black-Out)			
2.00	VACC02559 / COVP-PIUBP-KIT	Covert Patrol for use with FasTech Harness, Ford Utility	495.0000	Y	990.00
		Ballistic Door Panels			
2.00	VACC02117 / AngArm-00339	Avail Ballistic Door Panel, Level IIIA, Driver 2020 Utility	799.0000	Y	1,598.00
2.00	VACC02118 / AngArm-00340	Avail Ballistic Door Panel, Level IIIA, Pass. 2020 Utility	799.0000	Y	1,598.00
		Window Tint			
2.00	TINT90001 / Window Tint	All Window Tinting	365.0000	Y	730.00
		Window Brow: 35%			

Quotation continued on next page ...



Quotation

Date Mar 14, 2023	Page 11
Order Number QTE0034015	

AEP California

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Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2023 Lieutenant Command Utility x2		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
116.00	LABO90001 / AEP INSTALL	Front Driver/Passenger Doors: 55% All Rear Windows: 18% ***Installation/ Freight*** Installation Labor Services (58 Hours Each) EVT-Certified Technician Labor	95.0000	Y	11,020.00
2.00	SHOP90006 / Shop Supplies	Installation Materials / Shop Supplies ***Vehicle Transport and Freight/Shipping*** Freight / Shipping (\$400.00 ea)	125.0000	Y	250.00
2.00	INST05685 / CSM	- Motorola APX-6500 Dual Head Remote Radio	0.0000	N	0.00
2.00	INST05685 / CSM	- Motorola DEK	0.0000	N	0.00

Thank you for the opportunity to earn your business	Parts	59,850.76
Terms & Conditions:	Labor / Services	11,020.00
• ESTIMATES VALID FOR 30 DAYS	Trans / Trip / Fee	0.00
• Orders will be invoiced upon notification of completion	Shipping	800.00
• Returns subject to 25% restocking fee. No returns on special order items.	Order Discount	0.00
• Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.	Subtotal	71,670.76
SIGNATURE (not required if PO/contract is issued) _____	Total sales tax	6,201.19
	Total order	77,871.95

SPECIALIZED VEHICLE COMPANY

1 of 2

9464 JAMACHA BLVD.

SPRING VALLEY, CA 91977 (service@svcsd.com)

Phone: (619) 625-8200

Fax: (760) 546-4548

Cottonwood North Inc

Estimate#:	00010289	Technician: James	Date:	2/18/2022	Completed:	/ /
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Company: WALK IN CUSTOMER	2023	Aluma	7712H-S-TG
Name: WALK IN .	Hours:	0	License: 7712H-S-TG
Address:	Ser#/VIN:	1YGUS1219PB248187	
Phone: H	Tag#:		
W	PO#:		

Qty.	Part #	Part Description	Total
1.00	1YGUS1219PB248187	N 2023 ALUMA 7712H-S-TG	5,593.00
			3,999.00

Hrs.	Labor Description	Total
0.00	Trailer Model: 7712H-S-TG VIN: 1YGUS1219PB248187 WARRANTY: 5YR MANUFACTURE *SEE MANUFACTURE FOR EXACT COVERAGES **(NOT INCLUDED IN WARRANTY ARE WEARABLE ITEMS, DIAGNOSTIC FEES, SERVICE CALL FEES, AND PICKUP/DELIVERY FEES)	0.00

Specs:

3500# Rubber torsion axle (rated at 2990#) - No brakes - Easy lube hubs

ST205/75R14 LRC radial tires (1760# cap/tire)

Aluminum wheels, 5-4.5 BHP

Aluminum fenders

Extruded aluminum floor

Front & side retaining rails

A-Framed aluminum tongue, 48" long with 2" coupler

4) Stake pockets (2 per side)

4) Tie down loops (2 per side)

Swivel tongue jack, 1200# capacity

LED Lighting package, safety chains

Aluminum tailgate - 77.5" wide x 44" long

Overall width = 101.5"

Overall length = 7712H - 194.5"

Qty.	Other Charges Description	Total
2.0	California Tire Tax Fee	1.75
1.0	Trailer Dealer Prep/Setup&PDI	175.00
1.0	DMV DOC FEE'S	80.00
1.0	UTIL TRAILER REGISTRATION FEE	40.00
1.0	Will Call / Customer Pick-Up	0.00
		3.50
		175.00
		80.00
		40.00
		0.00

SPECIALIZED VEHICLE COMPANY

2 of 2

9464 JAMACHA BLVD.

SPRING VALLEY, CA 91977 (service@svcsd.com)

Phone: (619) 625-8200

Fax: (760) 546-4548

Cottonwood North Inc

Parts Total:	3,999.00
Labor Total:	0.00
Special Repairs Total:	298.50
Sub-Total:	4,297.50
Tax:	309.92
Tax:	0.00
Supply Charges:	0.00
Shipping:	0.00

Sub Total:	4,607.42	Discount:	0.00
CC Fee:	0.00	Total:	4,607.42
		Paid:	0.00
On Acct:	0.00	Balance:	4,607.42

Quote For:
 Ruben Hucrta
 Equipment Maintenance Supervisor
 Engineering & Public Works Department
 City of National City
 1243 National City Blvd., National City, CA 91950
 T: 619.336.4580 C: 619.496-6118 | rhuerta@nationalcityca.gov

-
 Authorized by Signature:

091521-NAF

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10
Submitted On: Tuesday September 14, 2021 14:10:21
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they build.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

<p>36</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
<p>37</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1



March 27, 2023

National City Police Department

Corporal Salvador Gil

1200 National City Blvd,

National City, CA 91950

RE: Supporting Sole Source Information for Patrol Power Customized "Plug and Play" Wiring Harness Systems

Dear Corporal Gil

This letter is to follow up on our previous meeting, and provide additional supporting technical specifications to the customized wire harness solutions for your in-house police vehicle fleet upfitting service. Here are a few answers to questions that may be asked by your procurement department.

What is it?: Patrol Power customized and NCPD proprietary plug-and-play wire harness systems for police vehicles.

Why do you need to acquire these goods or services?: The use of a complete harness system will greatly improve vehicle installation turn-around times, system reliability and consistency. Additionally the wire harness systems include complete documentation packages for ease of service. Below are a few of the benefits implementing a Patrol Power plug-and-play harness will provide to the Fleet Operations:

- Improve vehicle installation turn-around times by an estimated 8-10 hours per vehicle.
- Improve installation consistence as vehicles will not be "individually" wired
- Improve installation quality
- Provide a repeatable process for fleet consistence regardless of a changing technician workforce
- Provide an electrical foundation for upcoming technology
- Provide complete electrical schematics for ease of service
- Provide a centralized fuse module with power management to preserve battery life

How will it be used?: The plug and play harness will be used and installed in all vehicle new vehicle builds. A variation of the harness can be utilized to retrofit vehicles already in service.

Were alternative goods or services evaluated?: The wiring systems in police vehicles are customized and designed for agency specific applications. No "off-the-shelf" products are available for evaluation.



10729 Wheatlands Ave.
Suite C
Santee CA 92071



619-596-1925 (Office)
619-997-6213 (Mobile)



patrick.trampus@aep-na.com



Patrol-Power.com



Why can only this vendor provide these goods or services?: Patrol Power has been serving the public safety industry since 2002, and is the industry leader in complete vehicle electrical systems. National City Fleet operations has reached out to other companies claiming to produce similar products, with no meeting follow-up or design process. Patrol Power has designed a complete plug-and-play wire harness system compatible with NCPD's police vehicles. Patrol Power is the only company who has produced an NCPD specific solution.

What would be the impact if this sole source / goods or services, is not approved?: If this sole source is not approved, it will have a negative impact on the fleet operations' ability to provide quality vehicles in a timely matter. Below are a few of the negative effects:

- Increased vehicle turn-around time and build costs. (estimated at 8-10 hours)
- Increased vehicle downtime with future repairs.

Additional technical specifications and requirements:

1. The wire harness system must be complete and all encompassing by including all of the required emergency response equipment wiring in the harness loom. No additional wires will be required to complete the circuits and connections.
 - a. This includes all ground circuits, power distribution and interconnect circuits.
 - b. The only allowable exception will be for data cables and RF co-axial cables such as radios control heads, radio antenna, radar antennas, and computer data antennas.
2. All wiring must be automotive cross-link polyethylene (XLPE) type wire with GXL thin wall insulation. TXL extra thin wall insulation may not be used in any Underhood environment, as it does not satisfy Ford Motor Company's requirements. All wiring must meet or exceed the following specifications:
 - a. SAE J1128-GXL
 - b. Temperature range of: -60deg F to 257deg F
 - c. Stranded bare copper
 - d. All wiring must be color coded and function printed. No repeats in wire identification will be permitted.
 - e. Wires of the same primary color, but with different function must be identified with a colored stripe / tracer, in addition to the function printing.
3. All wiring bundles within the vehicle will be taped with anti-abrasion cloth tape to minimize bundle diameter and provide a flexible yet tightly bundled harness. The use of protective split-loom conduit will be utilized where appropriate to avoid wire chaffing.
4. All wiring located in the vehicle's Underhood must be protected with nylon corrugated split-loom. The loom must meet or exceed the following specifications:
 - a. Nylon material meeting Delphi Packard M-2170 and ASTM D4066 specifications
 - b. Temperature range of: -40deg F to 257deg F



5. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an existing OEM connector. This includes but is not limited to the following:
 - a. GM's "6J3" upfitter connector located at the center dash
 - b. GM's "Speaker" pass through connector located near the starting battery.
 - c. GM's Horn interface located with the upfitter harness
 - d. GM's passenger side spot light

6. Automotive connectors must be pre-installed on any harness breakout which is to connect to a component commonly removed for vehicle service. This includes but is not limited to the following:
 - a. Vehicle push bumper mounted warning lights
 - b. Push bumper mounted scene /Off-Road light
 - c. Siren speaker(s)
 - d. Fog mounted / lower air damn mounted LED's
 - e. Rear lift gate trim panel mounted LED's (dome light / lift gate open LED's)
 - f. Rear side ¼ window LED's if mounted to interior trim panel

7. All automotive connectors must be of premium quality and construction. All terminal crimps must be performed with the appropriate factory tooling. Any open cavity in a connector body must be sealed with an appropriate blank circuit plug. With exception to the matching mating connectors for OEM components and aftermarket emergency component, the following are the only acceptable connectors for use within the harness:
 - a. Molex MX150 Sealed connector system
 - i. Tested to IEC IP6K7 and IP6K9K standards
 - ii. SAE USCAR-2
 - iii. Environmentally sealed
 - iv. Temperature range of: -40deg F to 257deg F
 - v. 22-amps per circuit

 - b. Molex ML-XT Series
 - i. Tested to IEC IP68 and IP69K standards
 - ii. SAE J2030
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

 - c. Amphenol AT Series
 - i. Tested to IEC IP69K standards
 - ii. RoHS compliant
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

8. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an aftermarket emergency component. Not required for components with "flying leads" such as mPower LED's. This includes but is not limited to the following:



- a. bluePRINT central controller
 - b. bluePRINT 480 amp / relay module
 - c. bluePRINT remote node
 - d. Console switches
 - e. SoundOff 6" round dome lights
9. The harness shall be constructed as to completely eliminate unnecessary wire splices. Splices shall only be permitted when splitting a circuit or connecting to a component with a non-removeable wire pigtail.
10. A master disconnect circuit breaker shall be installed on the sole main power input cable. The breakers shall serve as a master disconnect for all aftermarket equipment. The breaker shall mount to the vehicle with use of a vehicle specific bracket to insure consistent placement.
11. The main power input cable shall be electrically connected to the auxiliary battery (if equipped)
12. The harness must include a centralized fuse / power distribution module. The module must be fully weatherized if installed in a location susceptible to environmental intrusions and/or excessive temperatures.
13. The power distribution module must include a serviceable / removeable relay capable of at least 70-amps of current. The relay is to be controlled via the SoundOff bluePRINT system for time, voltage and load shedding capability. The relay's output shall provide a switched 12V to selectable fused circuits within the power distribution module.

I hope that you have found this document useful. Please contact me should you have any questions and my team and I will be happy to assist.

Best regards,

Patrick Trampus

Patrick Trampus, Area Sales Manager

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING, 1) A FISCAL YEAR 2023 BUDGET ADJUSTMENT TO ESTABLISH AN APPROPRIATION IN THE AMOUNT OF \$538,700; 2) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT # 091521-NAF WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND BUILD-OUT OF ONE (1) 2023 FORD SUPER DUTY F-250 SRW XL 2WD SUPERCAB IN A NOT-TO-EXCEED AMOUNT OF \$102,000 FOR THE ANIMAL REGULATIONS OFFICER; 3) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT # 091521-NAF WITH NATIONAL AUTO FLEET GROUP AND PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.6.220 (B) REGARDING EXCEPTION TO BIDDING REQUIREMENTS AUTHORIZING SOLE SOURCE VENDOR AEP FOR THE PURCHASE AND BUILD-OUTS OF SIX (6) 2023 FORD UTILITY INTERCEPTORS IN A NOT-TO-EXCEED AMOUNT OF \$512,000 FOR NATIONAL CITY POLICE DEPARTMENT; 4) AUTHORIZING THE PURCHASE OF ONE (1) MINI TRENCHER TRAILER IN THE NOT-TO-EXCEED AMOUNT OF \$4,700; AND, 5) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS TO THE NOT-TO-EXCEED AMOUNTS AND ADDITIONAL APPROPRIATIONS FOR THESE PURCHASES OF UP TO \$62,000 AS A 10% CONTINGENCY FOR UNFORSEEN FLUCTUATIONS IN PRICING.

WHEREAS, due to delays and price increases in the automotive industry, funding is required to complete the build-out of the NCDPD vehicles, which includes accessories and interior and exterior warning and emergency lighting, and a Public Works Parks Mini Trencher Trailer; and

WHEREAS, the current Animal Regulations Officer (ARO) Front Line Vehicle used by the National City Police Department has exceeded its useful life and is scheduled to be replaced and city staff proposes to purchase a new 2023 Ford Super Duty F-250 SRW XL 2WD Supercab; and

WHEREAS, six (6) National City Police Department Ford Explorer Patrol Interceptors have been in service for almost ten (10) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced and city staff proposes to purchase new 2023 Ford Utility Interceptors; and

WHEREAS, the City of National City has an opportunity to piggyback onto the Sourcewell Contract # 091521-NAF with National Auto Fleet Group to allow for the purchase of one (1) 2023 Ford Super Duty F-250 SRW XL 2WD SuperCab and six (6) 2023 Ford Utility Interceptors; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's purchasing staff has confirmed that the Sourcewell Contract # 091521-NAF with National Auto Fleet Group was 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;

WHEREAS, the City of National City has an opportunity to allow for the purchase of the build-outs for the six (6) Ford Utility Interceptors through sole source vendor AEP; and

WHEREAS, consistent with NCMC Section 2.60.220 (B) - Open market procedure- Exception to bidding requirements in which sole source procurements may be used when, also as in this case, there is only one source from which a particular commodity is available and there is no adequate substitute; 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 authorizes:

- 1) A Fiscal Year 2023 budget adjustment to establish an appropriation in the amount of \$149,700;
- 2) Waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group for the purchase and build-out of one (1) 2023 Ford Super Duty F-250 SRW XL 2WD SuperCab in a not-to-exceed amount of \$102,000 for the Animal Regulations Officer;
- 3) Waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group and pursuant to National City Municipal Code Section 2.60.220 (B) regarding exception to bidding requirements authorizing sole source vendor AEP for the purchase and build-outs of six (6) 2023 Ford Utility Interceptors in a not-to-exceed amount of \$512,000 for National City Police Department;
- 4) Authorizing the purchase of one (1) mini-trencher trailer in the not-to-exceed amount of \$4,700; and,

- 5) Authorizing the City Manager to approve adjustments to the not-to-exceed amounts and additional appropriations for these purchases of up to \$62,000 as a 10% 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 18th day of April, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Tirza Gonzales, Management Analyst II
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Authorize the purchase of a Homeless Outreach and Mobile Engagement Truck and a Trash Truck Grapple Loader.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing 1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group pursuant to National City Municipal Code Section 2.60.220 (B) regarding the exception to the bidding requirements authorizing sole source vendor AEP for the purchase and build-out of one (1) 2023 Ford F-150 Responder SuperCrew Truck in a not-to-exceed amount of \$85,000; 2) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 40621-PII with Municipal Maintenance Equipment for the purchase of one (1) TL3 Trash Truck Grapple Loader in a not-to-exceed amount of \$247,000; and, 3) authorizing the City Manager to approve adjustments to the not-to-exceed amounts for these purchases of up to \$33,200 as a 10% contingency for unforeseen fluctuations in pricing."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Homelessness Outreach and Mobile Engagement Team (HOME):

The vehicle will be utilized by the HOME Team (Homelessness Service Coordinator and Code Conformance Officer I) to perform outreach to homeless persons on a city-wide basis as well as the transportation of persons and their personal property to service providers, governmental offices, shelters and other locations where assistance is provided (i.e. City, County and DMV).

Trash Truck Grapple Loader (Grapple):

A Grapple truck is a heavy-duty dump body with an articulating arm/claw mounted on the end of it (see picture on Exhibit A). It will make the City's operations of bulk waste collection and storm debris clean up much safer and efficient as it lessens the staff required for loading and disposing of bulky items.

Consistent with National City Municipal Code (NCMC) Section 2.60.260, there is an opportunity to piggyback onto Sourcewell Contract # 091521-NAF to purchase the HOME Team Truck with National Auto Fleet Group and consistent with NCMC Section 2.60.220 (B) regarding exception to bidding requirements which allows for the purchase of the build-out through sole source vendor AEP. Also, consistent with NMC Code Section 2.60.260, there is an opportunity to piggyback

onto Sourcewell Contract # 40621-PII with Municipal Maintenance Equipment for the purchase of the Trash Truck Grapple Loader.

NCMC Section 2.60.260 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.

National City's Purchasing staff has confirmed 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.

Staff recommends Council adopt resolution as stated.

FINANCIAL STATEMENT:

The FY 2023 budget includes appropriations of \$200,000 for the HOME truck and \$300,000 for the grapple loader. The cost is offset by ARPA revenues as approved by the City Council. No additional appropriations would be necessary should some portion of the contingency amount be required to complete the purchase of these vehicles.

644-411-000-511-0000: HOME Truck \$85,000
644-416-221-511-0000: Grapple Loader \$247,000

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

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 – Grapple Exhibit
Exhibit B – HOME Quote
Exhibit C – Sourcewell Contract 091521-NAF
Exhibit D – AEP Sole Source Letter
Exhibit E – Grapple Quote
Exhibit F – Sourcewell Contract 40621-PII
Exhibit G – Resolution

GRAPPLE





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

8/21/2022
 8/22/2022 Re-Configured

Quote ID: **21034 R1**
 Order Cut Off Date: **8/19/2022**

Mr Ruben Huerta
 City of National City
 1726 Wilson Ave
 National City, California, 91950

Dear Ruben Huerta,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box 145" WB, FPR9)
 and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Est. Lease Per Unit To Own	Total Savings
Contract Price	\$54,880.00	\$50,789.09	7.454 %	36 Months	\$1,538.91
FPR9	\$0.00	\$0.00			
Tax (8.7500 %)		\$4,444.05		48 Months	\$1,173.23
Tire fee		\$8.75		60 Months	\$959.91
Total		\$55,241.89			

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF to purchase or Sourcewell contract 032615-NCL to lease to own**. 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,

Office Dpt
 Account Manager
 Email: Office@nationalautofleetgroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



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

Vehicle Configuration Options

ENGINE	
Code	Description
998	ENGINE: 3.5L V6 ECOBOOST, -inc: 120-MPH top speed (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
XB	BLACK, HD POLICE-GRADE CLOTH 40/CONSOLE/40 FRONT-SEATS, -inc: reduced bolsters, 8-way power driver/manual passenger, flow-through console w/steering column mounted shift (Restraint Control Module cover provided) and cloth rear bench
OPTION PACKAGE	
Code	Description
150A	EQUIPMENT GROUP 150A BASE
ADDITIONAL EQUIPMENT	
Code	Description
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to 11,200 lbs, Auxiliary Transmission Oil Cooler, Integrated Trailer Brake Controller, Engine Oil Cooler, Tailgate LED, Pro Trailer Backup Assist
19A	INTERIOR UPGRADE PACKAGE, -inc: floor console without shifter, Note: Maintains column shifter, Color-Coordinated Carpet w/Carpeted Floor Mats, matching floor mats
425	50 STATE EMISSIONS
47P	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
67T	INTEGRATED TRAILER BRAKE CONTROLLER

924	REAR WINDOW FIXED PRIVACY GLASS
57Q	REAR WINDOW DEFROSTER
18B	BLACK PLATFORM RUNNING BOARDS
96W	TOUGH BED SPRAY-IN BEDLINER
55B	BOXLINK, -inc: 4 premium locking cleats
62B	KEYED ALIKE - 1284X, -inc: Note: These are inner-milled keys, unique to F-150 Police Responder and not compatible w/Police Interceptor Utility
168	COLOR-COORDINATED CARPET W/CARPETED FLOOR MATS, -inc: matching floor mats
85H	BACKUP ALARM SYSTEM
91B	BLIND SPOT MONITORING SYSTEM W/CROSS TRAFFIC ALERT, -inc: BLIS

2023 Fleet/Non-Retail Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2023 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1P	2023 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box 145" WB	\$48,875.00
OPTIONS		
998	ENGINE: 3.5L V6 ECOBOOST, -inc: 120-MPH top speed (STD)	\$0.00
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)	\$0.00
UM	AGATE BLACK METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
XB	BLACK, HD POLICE-GRADE CLOTH 40/CONSOLE/40 FRONT-SEATS, -inc: reduced bolsters, 8-way power driver/manual passenger, flow-through console w/steering column mounted shift (Restraint Control Module cover provided) and cloth rear bench	\$0.00
150A	EQUIPMENT GROUP 150A BASE	\$0.00
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to 11,200 lbs, Auxiliary Transmission Oil Cooler, Integrated Trailer Brake Controller, Engine Oil Cooler, Tailgate LED, Pro Trailer Backup Assist	\$1,325.00
19A	INTERIOR UPGRADE PACKAGE, -inc: floor console without shifter, Note: Maintains column shifter, Color-Coordinated Carpet w/Carpeted Floor Mats, matching floor mats	\$595.00
425	50 STATE EMISSIONS	\$0.00
47P	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$260.00
67T	INTEGRATED TRAILER BRAKE CONTROLLER	INC
924	REAR WINDOW FIXED PRIVACY GLASS	\$100.00
57Q	REAR WINDOW DEFROSTER	\$220.00
18B	BLACK PLATFORM RUNNING BOARDS	\$250.00
96W	TOUGH BED SPRAY-IN BEDLINER	\$595.00
55B	BOXLINK, -inc: 4 premium locking cleats	\$80.00
62B	KEYED ALIKE - 1284X, -inc: Note: These are inner-milled keys, unique to F-150 Police Responder and not compatible w/Police Interceptor Utility	\$50.00
168	COLOR-COORDINATED CARPET W/CARPETED FLOOR MATS, -inc: matching floor mats	INC
85H	BACKUP ALARM SYSTEM	\$145.00
91B	BLIND SPOT MONITORING SYSTEM W/CROSS TRAFFIC ALERT, -inc: BLIS	\$590.00

Please note selected options override standard equipment

SUBTOTAL	\$53,085.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,795.00
TOTAL PRICE	\$54,880.00

Est City: 20 (2022) MPG
Est Highway: 26 (2022) MPG
Est Highway Cruising Range: 598.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select
Electronic Locking w/3.31 Axle Ratio
GVWR: 7,050 lbs Payload Package
Electronic Transfer Case
Automatic Full-Time Four-Wheel Drive
80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Class IV Trailer Hitch Receiver -inc: 4-pin/7-pin wiring harness and smart trailer tow connector (includes BLIS w/trailer tow coverage where BLIS available)
Towing Equipment -inc: Trailer Sway Control
3 Skid Plates
Police/Fire
2030# Maximum Payload
HD Shock Absorbers
Front HD Anti-Roll Bar
Off-Road Suspension
Electric Power-Assist Speed-Sensing Steering
26 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone 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, Hill Descent Control, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 18" 6-Spoke Silver Aluminum
Tires: LT265/70R18 BSW A/T
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim

Black Door Handles
Black Power Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers
Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System
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, digital owners manual and wireless software updates capability
Fixed Antenna

INTERIOR

Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
Power Rear Windows
Fleet Telematics Modem Selective Service Internet Access
Front Cupholder
Rear Cupholder
Compass
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Fleet Telematics Modem Tracker System
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks w/Autolock Feature
Redundant Digital Speedometer
Outside Temp Gauge
Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

SAFETY

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
Reverse Sensing System Rear Parking Sensors
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera



Quotation

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AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
email: ap@nationalcityca.gov
1200 National City Blvd
National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Civilian F150 Homeless Outreach		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	F150 PPV		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Sal Gil			
		Base Emergency Lighting and Siren System Package			
1.00	SIRE00591 / ENGSA581RSP	500 Series bluePRINT Siren, Remote Push Button, 100-Watts	961.9500	Y	961.95
2.00	SIRE00462 / ENGND04101	bluePRINT Remote Node (10-Out / 4-In)	249.0000	Y	498.00
1.00	VACC02674 / ENGLMK003	bluePRINT Link Micro Module and Vehicle Harness, Ford F-150	389.0000	Y	389.00
1.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket	248.0000	Y	248.00
		Fabricate Underhood Node Bracket, x2			
2.00	VACC02702 / 358118451	Hella HERO Adapter, A12	15.0000	Y	30.00
2.00	LEDS04090 / 358118511	Hella Hero Flex Multi Color Strobe, Amber - Inseted in Headlight Turn Signal Housing	145.0000	Y	290.00
4.00	LEDS04009 / EMPSA05BT-F	mPower 4x2 Fascia LED, Quick Mount, 16-LED, Amber/White - (2) D/P Fender Mounted - (2) D/P Bedside Mounted	194.0000	Y	776.00

Quotation continued on next page ...



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Reference Civilian F150 Homeless Outreach	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Mar 14, 2023	Ship Via	Terms NET30
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Year 2023	Make Ford	Model F150 PPV	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	LEDS03892 / EMPSA05BU-5	mPower 4x2 Fascia LED, Quick Mount, 36-LED, Red/Amber/White - (2) Per Side Rear Lift Gate	194.0000	Y	776.00
2.00	LEDS04091 / 358118521	Hella Hero Flex Multi Color Strobe, Red	132.8800	Y	265.76
1.00	FLAS00098 / ETHFSS-SP-ISO	Isolated Headlight Flasher PL 2013-01-01	60.5000	Y	60.50
1.00	FLAS00022 / ETFBSSN-P	Tail Light Flasher	56.1000	Y	56.10
1.00	BUMP00907 / BK1526FDT21F15	***Push Bumper with Front Warning / Scene Lighting*** LIGHT-READY PB450LR4 MPOWER 21-22 Ford Truck F150	510.0000	Y	510.00
4.00	LEDS03416 / EMPS2STS4F	mPower Fascia LED, Stud Mount, 12-LED, Amber/White (2) mPower Leds Front (2) mPower Leds Sides	134.7500	Y	539.00
1.00	INST05526 / Parts	***Roof Top Lightbar*** nRoads 54" Lightbar Amber/White	1,500.0000	Y	1,500.00

<i>Quotation continued on next page ...</i>				



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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Civilian F150 Homeless Outreach		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	F150 PPV		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05526 / Parts	-LED Alley / Scene Lighting -SO Quote #QSF002212 ***Rear Window Directional Lightbar*** mPower Traffic Controller	875.0000	Y	875.00
1.00	SPOT00398 / Arges2	Arges2 profocus remote spot light	702.0000	Y	702.00
1.00	VACC02700 / ARG47CD	Ford F-150, 2021, Driver Side Fender Mount	88.0000	Y	88.00
1.00	VACC02176 / ARGCH1	Whelen Arges control pad ARGCH1	270.0000	Y	270.00
1.00	PATC00276 / BP0018	***Base Electrical System / Theft Protection*** Blueprint configuration Gen 1 full size 2021 F150	725.0000	Y	725.00
1.00	CONS01577 / CONS01577	Expedition /F150 Console Equipment Plate	34.0000	Y	34.00
1.00	VACC01714 / AEP-SW-IDLE	Switch, Idle Security, Off-On	15.0000	Y	15.00

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Reference Civilian F150 Homeless Outreach	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Mar 14, 2023	Ship Via	Terms NET30
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Year 2023	Make Ford	Model F150 PPV	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	CONS01778 / 7170-0882-04	***Center Equipment Console*** 2021+ Ford F-150 Wide, Rear Arm Rest, Cup Holde, Mongoose X - Mongoose XLE 9" Motion Attachment - 8" Vertical, 7.5" Horizontal Mounting Space	1,353.8000	Y	1,353.80
1.00	FACE00845 / 20032	FP- Sound Off 500 Series Remote Siren, 3.5"	0.0000	N	0.00
1.00	FACE00546 / 7160-0321	FP- Motorola APX -05 Remote 3" PL 2013-05-15	0.0000	N	0.00
1.00	FACE00215 / C-EB15-HLN-1P	FP- Motorola DEK Mini, 1.5" PB 2012-09-01	28.0000	Y	28.00
1.00	FACE00169 / 3130-0152	FP- Blank, .5"	0.0000	N	0.00
1.00	FACE00829 / C-EB40-WSB-1P	FP- Whelen Arges Remote Spotlight control head, 4"	32.0000	Y	32.00
1.00	CONS01180 / 7160-0332	Interior Pocket for Console, 3" PL 2013-05-15	44.5000	Y	44.50
1.00	FACE00605 / 15082	FP- Switch/Power Port Knockouts, 2"	0.0000	N	0.00

Quotation continued on next page ...



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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Civilian F150 Homeless Outreach		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	F150 PPV		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05526 / Parts	Single Port USB 3.0 Male to Female AUX Car Mount Flush Cable	14.0000	Y	14.00
2.00	VACC01101 / 11010	DC Power Port	8.0000	Y	16.00
2.00	VACC01102 / 11011	DC Power Port Cap	0.7500	Y	1.50
1.00	VACC02798 / B08DD4BH6G	USB C & USB A Dual Port Car Charger Socket Power Outlet	24.0000	Y	24.00
2.00	CONS01276 / MMBP-25	Magnetic Microphone Mount	35.0000	Y	70.00
1.00	VACC01539 / 11019	Dual USB 2.4A Charger for Contura SW Cut-Out	18.0000	Y	18.00
1.00	DOME00005 / ECVDMTLAL00	LED Dome Light, Red/White, Universal	75.3500	Y	75.35
1.00	VACC02945 / B00FSYBKPM	StarTech.com 3 ft Panel Mount USB Cable B to B - F/M - Panel	15.0000	Y	15.00
1.00	VACC02973 / B07TX76VNVQ	USBC 3.1 and USB 3.0 Relocation Port	22.0000	Y	22.00
		Computer Mount (Panasonic CF-33)			
1.00	COMP01803 / DS-PAN-1112-2	CF33 Laptop/ Tablet Docking Station, Dual RF w/ Power Supply	1,248.0000	Y	1,248.00
1.00	INST05526 / Parts	Toughbook 33 Panasonic Personal	5,200.0000	Y	5,200.00

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Reference Civilian F150 Homeless Outreach	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Mar 14, 2023	Ship Via	Terms NET30
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Year 2023	Make Ford	Model F150 PPV	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	COMP01944 / CF-SVCPSY5	4/5 Year Extended Warranty	715.0000	Y	715.00
1.00	COMP01945 / CF-VEK333LMP	Panasonic TB33 Premium Keyboard	715.0000	Y	715.00
		Radio and Data Antenna			
1.00	ANTE00968 / GP-IN2236	GPSB Sharkee Antenna kit, Cell w/ TNC, GPS w/TNC (Opt Whip)	206.0000	Y	206.00
1.00	ANTE00792 / AFGB-832	Antenna Whip (Sharkee), 760-876 MHz	26.0000	Y	26.00
1.00	ANTE00782 / C23F-5M	Radio Antenna Extension Cable, 16', Mini-UHF (MPL)	16.0000	Y	16.00
		Rear Seating Dome Lights			
2.00	DOME00045 / ECVDMLTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray	30.8000	Y	61.60
1.00	VACC01450 / AEP-SW-DOME1	Switch, Rear Dome Light, On-Off-On	15.0000	Y	15.00
		Window Tint			
1.00	TINT90001 / Window Tint	All Window Tinting	375.0000	Y	375.00
		Front D/P: Equivalent 35%			
		All Rear Windows: Equivalent 5%			

Quotation continued on next page ...



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AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Civilian F150 Homeless Outreach		NAT11101	PT	Mar 14, 2023		NET30

Year	Make	Model	Color	State Contract #
2023	Ford	F150 PPV		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	GRAP90001 / Graphics	***City of National City Graphics*** City Of NC Seal and Labels	450.0000	Y	450.00
54.00	LABO90001 / AEP INSTALL	***Installation/ Freight*** Installation Labor Services EVT-Certified Technician Labor	95.0000	Y	5,130.00
1.00	SHOP90006 / Shop Supplies	Installation Materials / Shop Supplies	150.0000	Y	150.00
		Shipping		N	250.00
1.00	INST05685 / CSM	***Customer Supplied Equipment*** Motorola APX-6500 -05 Remote Radio Kit	0.0000	N	0.00

Thank you for the opportunity to earn your business	Parts	20,051.06
Terms & Conditions:	Labor / Services	5,580.00
• ESTIMATES VALID FOR 30 DAYS	Trans / Trip / Fee	0.00
• Orders will be invoiced upon notification of completion	Shipping	250.00
• Returns subject to 25% restocking fee. No returns on special order items.	Order Discount	0.00
• Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.	Subtotal	25,881.06
SIGNATURE (not required if PO/contract is issued) _____	Total sales tax	2,242.72
	Total order	28,123.78

091521-NAF

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10
Submitted On: Tuesday September 14, 2021 14:10:21
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they build.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

<p>36</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
<p>37</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1



March 27, 2023

National City Police Department

Corporal Salvador Gil

1200 National City Blvd,

National City, CA 91950

RE: Supporting Sole Source Information for Patrol Power Customized "Plug and Play" Wiring Harness Systems

Dear Corporal Gil

This letter is to follow up on our previous meeting, and provide additional supporting technical specifications to the customized wire harness solutions for your in-house police vehicle fleet upfitting service. Here are a few answers to questions that may be asked by your procurement department.

What is it?: Patrol Power customized and NCPD proprietary plug-and-play wire harness systems for police vehicles.

Why do you need to acquire these goods or services?: The use of a complete harness system will greatly improve vehicle installation turn-around times, system reliability and consistency. Additionally the wire harness systems include complete documentation packages for ease of service. Below are a few of the benefits implementing a Patrol Power plug-and-play harness will provide to the Fleet Operations:

- Improve vehicle installation turn-around times by an estimated 8-10 hours per vehicle.
- Improve installation consistence as vehicles will not be "individually" wired
- Improve installation quality
- Provide a repeatable process for fleet consistence regardless of a changing technician workforce
- Provide an electrical foundation for upcoming technology
- Provide complete electrical schematics for ease of service
- Provide a centralized fuse module with power management to preserve battery life

How will it be used?: The plug and play harness will be used and installed in all vehicle new vehicle builds. A variation of the harness can be utilized to retrofit vehicles already in service.

Were alternative goods or services evaluated?: The wiring systems in police vehicles are customized and designed for agency specific applications. No "off-the-shelf" products are available for evaluation.



Why can only this vendor provide these goods or services?: Patrol Power has been serving the public safety industry since 2002, and is the industry leader in complete vehicle electrical systems. National City Fleet operations has reached out to other companies claiming to produce similar products, with no meeting follow-up or design process. Patrol Power has designed a complete plug-and-play wire harness system compatible with NCPD's police vehicles. Patrol Power is the only company who has produced an NCPD specific solution.

What would be the impact if this sole source / goods or services, is not approved?: If this sole source is not approved, it will have a negative impact on the fleet operations' ability to provide quality vehicles in a timely matter. Below are a few of the negative effects:

- Increased vehicle turn-around time and build costs. (estimated at 8-10 hours)
- Increased vehicle downtime with future repairs.

Additional technical specifications and requirements:

1. The wire harness system must be complete and all encompassing by including all of the required emergency response equipment wiring in the harness loom. No additional wires will be required to complete the circuits and connections.
 - a. This includes all ground circuits, power distribution and interconnect circuits.
 - b. The only allowable exception will be for data cables and RF co-axial cables such as radios control heads, radio antenna, radar antennas, and computer data antennas.
2. All wiring must be automotive cross-link polyethylene (XLPE) type wire with GXL thin wall insulation. TXL extra thin wall insulation may not be used in any Underhood environment, as it does not satisfy Ford Motor Company's requirements. All wiring must meet or exceed the following specifications:
 - a. SAE J1128-GXL
 - b. Temperature range of: -60deg F to 257deg F
 - c. Stranded bare copper
 - d. All wiring must be color coded and function printed. No repeats in wire identification will be permitted.
 - e. Wires of the same primary color, but with different function must be identified with a colored stripe / tracer, in addition to the function printing.
3. All wiring bundles within the vehicle will be taped with anti-abrasion cloth tape to minimize bundle diameter and provide a flexible yet tightly bundled harness. The use of protective split-loom conduit will be utilized where appropriate to avoid wire chaffing.
4. All wiring located in the vehicle's Underhood must be protected with nylon corrugated split-loom. The loom must meet or exceed the following specifications:
 - a. Nylon material meeting Delphi Packard M-2170 and ASTM D4066 specifications
 - b. Temperature range of: -40deg F to 257deg F



5. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an existing OEM connector. This includes but is not limited to the following:
 - a. GM's "6J3" upfitter connector located at the center dash
 - b. GM's "Speaker" pass through connector located near the starting battery.
 - c. GM's Horn interface located with the upfitter harness
 - d. GM's passenger side spot light

6. Automotive connectors must be pre-installed on any harness breakout which is to connect to a component commonly removed for vehicle service. This includes but is not limited to the following:
 - a. Vehicle push bumper mounted warning lights
 - b. Push bumper mounted scene /Off-Road light
 - c. Siren speaker(s)
 - d. Fog mounted / lower air damn mounted LED's
 - e. Rear lift gate trim panel mounted LED's (dome light / lift gate open LED's)
 - f. Rear side ¼ window LED's if mounted to interior trim panel

7. All automotive connectors must be of premium quality and construction. All terminal crimps must be performed with the appropriate factory tooling. Any open cavity in a connector body must be sealed with an appropriate blank circuit plug. With exception to the matching mating connectors for OEM components and aftermarket emergency component, the following are the only acceptable connectors for use within the harness:
 - a. Molex MX150 Sealed connector system
 - i. Tested to IEC IP6K7 and IP6K9K standards
 - ii. SAE USCAR-2
 - iii. Environmentally sealed
 - iv. Temperature range of: -40deg F to 257deg F
 - v. 22-amps per circuit

 - b. Molex ML-XT Series
 - i. Tested to IEC IP68 and IP69K standards
 - ii. SAE J2030
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

 - c. Amphenol AT Series
 - i. Tested to IEC IP69K standards
 - ii. RoHS compliant
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

8. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an aftermarket emergency component. Not required for components with "flying leads" such as mPower LED's. This includes but is not limited to the following:



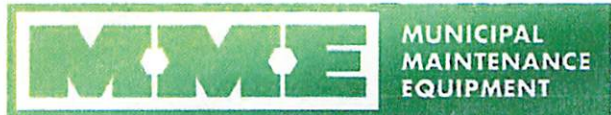
- a. bluePRINT central controller
 - b. bluePRINT 480 amp / relay module
 - c. bluePRINT remote node
 - d. Console switches
 - e. SoundOff 6" round dome lights
9. The harness shall be constructed as to completely eliminate unnecessary wire splices. Splices shall only be permitted when splitting a circuit or connecting to a component with a non-removeable wire pigtail.
10. A master disconnect circuit breaker shall be installed on the sole main power input cable. The breakers shall serve as a master disconnect for all aftermarket equipment. The breaker shall mount to the vehicle with use of a vehicle specific bracket to insure consistent placement.
11. The main power input cable shall be electrically connected to the auxiliary battery (if equipped)
12. The harness must include a centralized fuse / power distribution module. The module must be fully weatherized if installed in a location susceptible to environmental intrusions and/or excessive temperatures.
13. The power distribution module must include a serviceable / removeable relay capable of at least 70-amps of current. The relay is to be controlled via the SoundOff bluePRINT system for time, voltage and load shedding capability. The relay's output shall provide a switched 12V to selectable fused circuits within the power distribution module.

I hope that you have found this document useful. Please contact me should you have any questions and my team and I will be happy to assist.

Best regards,

Patrick Trampus

Patrick Trampus, Area Sales Manager



CSLB #980409
 DIR 1000004282
 www.source-mme.com
 Toll Free 1-888-484-9968

January 31, 2023

City of National City
 1726 Wilson Avenue
 National City, CA 91950

Tel: 619-496-6118
 Cell: 619-454-1114
 rhuerta@nationalcityca.gov

Attention: Ruben Huerta

We are pleased to provide the following quotation on the Petersen Industries Base Loader with Hardox Dump Body mounted on a new International MV607 from the Sourcewell program Contract No. #40621-PII for your review.

One (1) Each TL3 Trash Truck Grapple Loader complete with the following standard equipment:

Main Information:

- 20 Ft. Boom Reach Includes 4 Ft. Telescoping Extension
- Lifts 3,200 Lbs. when Fully Extended at 20 Ft.
- At 10 Ft. Maximum Lift Capacity is 7,100 Lbs.
- All-Purpose Anti-Scalping Trash Bucket Features Low Maintenance Single Cylinder Design
- ANSI Z245 Compliant

Controls:

- Greaseless Proportional Dual Walk-Thru Standard Lever Controls are Operational from Either Side of the Truck

H-Style Outriggers:

- Horizontal and Vertical Outriggers Act Independently of Each Other. Allows the Operator to Custom Place Around Obstructions and Traffic Patterns

Boom-Up Alarm:

- Notifies the Operator when the Boom is Over Legal Travel Height with an Audible Buzzer and Red Light

Minimal Hose Exposure:

- "Enclosed Hose Recoil System" and a Bucket with No Hoses Below the Rotator

Single Cylinder Bucket:

- A Large Cylinder and Manifold Block Keep Hoses out of Work Areas, Allowing for a Stronger Bite Force, and Ensuring that Both Sides Always Work Together

Scissor Hoist:

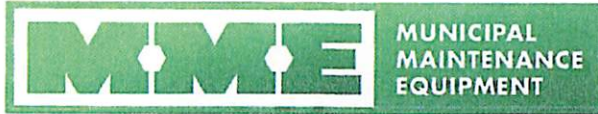
- The Most Stable Hoist Available for this Application. Lifts 23 Tons and is Power Up and Down

Wheelbase:

- Petersen Specifically Designs their Units to have the Best Turning Radius while Keeping a Comfortable Operator Platform

Warranty:

- Three Year Structural, One Year Hydraulic.



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Petersen Industries TL3 Base Loader with Hardox Dump Body on an International Sourcewell
Quote

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Including the following selected loader features:

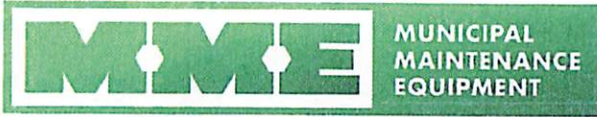
- Heavy Duty Swing Motor
- Standard Height Pedestal
- Quadstick Mech Controls (Upgrade)
- Grating Heat Shield (For Dual Controls Only)
- HDHI Outrigger Strobe
- Standard Bucket 60"
- Boom-Up Warning Light/Audible Alarm
- Hose Guards – Head & Valve Bank
- Tandem Pump in lieu of Single 18 GPM
- HD Control Box Throttle – Engine Kill & Horn
- Loader Single Color (Enamel) – Loader P.I. Orange

Complete with HDX-2030 Hardox Dump Body including the following selected features:

- 1/8" Sides, 3/16" Floor
- PI Self-Winding Load Covering Device (Add-On)
- Single Piece Rear Door (Replaces Stnd Barn Doors)
- Wire Loom for Body Wiring
- LED Type Body Lights, 15 Each
- Amber LED Flashers in Rear Corner Post
- ANSI Z245 Package
- Rear Camera Mounted in Rear Marker Light-TV-550
- Body Color – Black

Mounted on a new 2024 International MV607 truck chassis complete with the following features:

- Cummins B6.7 250 HP / 660 Lb.-Ft. Torque
- Allison 3500 RDS Transmission
- 33,000 GVW
- Driver's Side Air Seat
- 360 Degree View 3rd Eye Camera
- Remove Passenger Bench Seat, Purchase and Install Factory Air Ride Passenger Seat
- Air Conditioning
- AM/FM
- Painted White



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 Petersen Industries TL3 Base Loader with Hardox Body on an International Sourcewell Quote
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Sourcewell Price F.O.B. Fontana, CA	\$226,426.90
8.75% Estimated Sales Tax	19,812.35
CA Tire Fee (6 @ \$1.75 Each)	<u>10.50</u>
Total	\$246,249.75

- **City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:**
 Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
 Tel: 916-922-1101 Fax: 916-922-1034 Nancy Steffen – nsteffen@source-mme.com
- Quotation includes delivery and on-site training.
- Due to California emissions requirements, special permits may be required on engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Normal delivery 60-90 days after receipt of chassis, depending on component availability during production.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program
- Quotation valid for 15 days.

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
 Municipal Maintenance Equipment, Inc.

James Wheeler

James Wheeler,
 General Manager

040621-PII

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Petersen Industries, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:52 PM CDT

DocuSigned by:
Casey Hardee
By: 9A68D6BB7A324C5...
Casey Hardee
Title: President/CEO
Date: 5/26/2021 | 10:46 AM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/26/2021 | 7:51 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Petersen Industries, Inc.
4000 State Road 60 W
Address: LAKE WALES, FL 33859
Contact: Casey Hardee
Email: chardee@petersenind.com
Phone: 863-676-1493 257
Fax: 813-478-1454
HST#: 59-2979951

Submission Details

Created On: Friday February 19, 2021 12:44:13
Submitted On: Monday March 29, 2021 15:22:54
Submitted By: Casey Hardee
Email: chardee@petersenind.com
Transaction #: 9d573344-e8dc-40e7-866a-e3d93fae21d1
Submitter's IP Address: 73.255.132.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Petersen Industries, Inc.
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859
3	Proposer website address:	www.petersenind.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States.</p> <p>Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container.</p> <p>What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed, machined and manufactured in-house. This includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!</p>

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcwell for over 10 years. It has become our go-to strategy for selling our equipment with every new and existing customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than \$5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly by Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.
17	What percentage of your sales are to the governmental sector in the past three years	83%
18	What percentage of your sales are to the education sector in the past three years	1%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Houston-Galveston Area Council (HGAC)- less than \$1 million per year Florida Sheriffs Association (FSA)- \$4-\$5 million per year
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Bryan, TX	Jared Birkhead	(979)574-6619
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111
City of Chattanooga, TN	Gary Franks	(423) 643-5559

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between \$81,265 and \$106,417	\$2,290,342
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between \$88,393 and \$100,025	\$2,634,394
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between \$73,631 and \$93,929	\$710,837
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	\$68,429	\$753,225
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between \$76,845 and \$84,516	\$1,221,727

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Regional Sales Managers (RSM), 4 Inside Sales Managers and one one Inside Sales Coordinator. Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.	*
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California	*
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our \$3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Sourcwell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcwell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will not be excluding ANY entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Because each customer of ours is unique, we prefer to help build specifications through direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge \$1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Although we are not pursuing any green initiatives that require an agency oversight, we are exploring options such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	yes absolutely!	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. we can provide service coverage throughout the U.S and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.	*
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.	*
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept it for smaller purchases (parts) and there are no additional charges.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcwell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcwell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcwell contract primary.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of \$120/hr and then discount it according to the level of discount being offered on contract items.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of \$1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcwell quoted price will be all-inclusive.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide a freight matrix as part of our Sourcwell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcwell contract.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is \$1500 per. It can be lower at times, but it can also be as much as \$3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered	*
67	Knuckleboom and grapple loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. This is the primary product we are bidding	*
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.	*
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.	*
70	Refuse and recyclable material balers and compactors	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcwell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No Exceptions

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Financial Strength CPA Letter & Altus Report.pdf - Tuesday March 23, 2021 12:30:41
 - [Marketing Plan/Samples](#) - Sourcewell_Marketing.zip - Tuesday March 23, 2021 13:24:29
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement.pdf - Monday March 22, 2021 13:38:51
 - [Pricing](#) - Sourcewell Price List 2021 (2).zip - Monday March 29, 2021 13:39:02
 - [Upload Additional Document](#) - COI and Terms.zip - Monday March 29, 2021 15:18:41

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Casey Hardee, President/CEO, Petersen Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT # 091521-NAF WITH NATIONAL AUTO FLEET GROUP AND PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220 (B) REGARDING EXCEPTION TO BIDDING REQUIREMENTS AUTHORIZING SOLE SOURCE VENDOR AEP FOR THE PURCHASE AND BUILD-OUT OF ONE (1) 2023 FORD SUPER DUTY F-250 SRW XL 2WD SUPERCAB IN A NOT-TO-EXCEED AMOUNT OF \$85,000; 2) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT # 40621-PII WITH MUNICIPAL MAINTENANCE EQUIPMENT FOR THE PURCHASE OF ONE (1) TL3 TRASH TRUCK GRAPPLE LOADER IN A NOT-TO-EXCEED AMOUNT OF \$247,000 FOR PUBLIC WORKS STREETS DIVISION; AND, 3) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS TO THE NOT-TO-EXCEED AMOUNTS FOR THESE PURCHASES OF UP TO \$33,200 AS A 10% CONTINGENCY FOR UNFORSEEN FLUCTUATIONS IN PRICING.

WHEREAS, a Homelessness Outreach and Mobile Engagement Team (HOME) vehicle will be utilized by the HOME Team staff to perform outreach to homeless persons on a city-wide basis as well as the transportation of persons and their personal property to service providers, governmental offices, shelters and other locations where assistance is provided; and

WHEREAS, a Trash Truck Grapple Loader truck is a heavy duty dump body with an articulating arm/claw mounted and will make the City's operations of bulk waste collection and storm debris clean up much safer and efficient as it lessens the staff required for loading and disposing of bulky items; and

WHEREAS, the City of National City has an opportunity to piggyback onto the Sourcewell Contract # 091521-NAF with National Auto Fleet Group and sole source vendor AEP for the build-out of one (1) 2023 Ford Super Duty F-250 SRW XL 2WD SuperCab; and onto the Sourcewell Contract # 40621-PII with Turf Star Western for the purchase of (1) TL3 Trash Truck Grapple Loader; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, Consistent with NCMC Section 2.60.220 (B) - Open market procedure-Exception to bidding requirements, there is an opportunity to allow for the purchase of the build-out for the HOME truck through sole source vendor AEP. Sole source procurements may be used when, also as in this case, there is only one source from which a particular commodity is available and there is no adequate substitute; and

WHEREAS, National City's Purchasing staff has confirmed that the Sourcewell Contracts were 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; 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 authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and Section 2.60.220 (B) regarding exception to bidding requirements authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet and sole source vendor AEP for the purchase and build-out of one (1) 2023 Ford Super Duty F-250 SRW XL 2WD SuperCab in a not-to-exceed amount of \$85,000 and waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing authorizing the City to piggyback off onto the Sourcewell Contract # 40621-PII with Turf Star Western for the purchase of (1) TL3 Trash Truck Grapple Loader for a not-to-exceed amount of \$247,000.

Section 2: That the City Council hereby authorizes the City manager to approve adjustments to the not-to-exceed amounts for these purchases of up to \$33,200 as a 10% contingency for unforeseen fluctuations in pricing.

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 18th day of April, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Planning Manager
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

2022 General Plan Annual Progress Report

RECOMMENDATION:

Accept and file the report

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Government Code Section 65400 requires the City to annually prepare a report, the General Plan Annual Progress Report (GP APR), regarding the status of the City's General Plan (GP) and progress in its implementation, and provide the GP APR to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The GP APR provides for the annual review of the General Plan to assess the level of implementation and effectiveness of the General Plan as a guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds. The GP APR also provides information regarding the City's progress in meeting its share of regional housing needs (RHNA). The attached report has been prepared in response to this requirement and has been submitted to the Governor's Office of Planning and Research State Clearinghouse and Planning Unit.

FINANCIAL STATEMENT:

None.

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

EXHIBIT:

Exhibit A – 2022 General Plan Annual Progress Report



2022 General Plan Annual Progress Report

Presentation to City Council April 18, 2023



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INTRODUCTION

Government Code Section 65400 requires the City to annually prepare a report, the General Plan Annual Progress Report (GP APR), regarding the status of the City's General Plan (GP) and progress in its implementation, and provide the GP APR to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The GP APR provides for the annual review of the General Plan to assess the level of implementation and effectiveness of the General Plan as a guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds. The GP APR also provides information regarding the City's progress in meeting its share of regional housing needs (RHNA).

The General Plan is the City's official policy that guides decisions affecting future physical development and change within the City. The current General Plan was most recently adopted on June 7, 2011, although the City is currently embarking on a Focused General Plan Update. The current General Plan contains the seven State-required elements, and two optional elements as follows: **Land Use** and Community Character, **Circulation, Housing, Safety, Noise** and Nuisance, **Open Space** and Agriculture, **Conservation** and Sustainability, Health and Environmental Justice (optional), and Education and Community Participation (optional). The optional elements of Community Character, Nuisance, Agriculture, and Sustainability are included with the seven mandatory elements, as noted above).

The City of National City is currently conducting a Focused General Plan Update and Climate Action Plan Update. The General Plan was last updated in 2011. The elements of the General Plan that are being updated are: Land Use and Community Character, Circulation (Transportation), Safety, and Housing Element. The City's Climate Action Plan is included in the update, as well.

Starting in 2017 and continuing to date, the passage of numerous housing bills has impacted planning priorities placing a significant emphasis on addressing the housing shortage by amending state law to facilitate and incentivize the development of dwelling units to increase the housing supply throughout the state. The City has prioritized the facilitation of increasing the City's housing stock by drafting and adopting ordinances to meet state requirements and by updating the Housing Element. The 2021 – 2029 Sixth Cycle Housing Element (part of the ongoing Focused General Plan Update) was adopted by the City Council on August 3, 2022 and certified by the California Housing and Community Development (HCD) Department on November 10, 2022.

COVID-19

The unprecedented COVID-19 crisis is expected to have long-lasting impacts that will significantly influence planning priorities in the future. While the environmental and immediate socio-economic impacts are already influencing recovery and adaptation plans and policies, the dynamics of the pandemic in urban and developed areas are still being explored and will alter the policies and direction of the City moving forward. It is intended that policies would be revised in future updates to address the subsequent findings related to COVID-19.

GENERAL PLAN IMPLEMENTATION

Land Use and Community Character. This element is being revised as part of the current Focused General Plan Update process.

Circulation (Transportation) Element. This element is being revised as part of the current Focused General Plan Update process.

Housing Element. The 2013-2021 Fifth Cycle Housing Element was adopted by the City Council on April 16, 2013 and certified by the California Housing and Community Development (HCD) Department on April 3, 2013. Many of the affordable housing projects in National City were funded with redevelopment funds from the redevelopment agency that has since been abolished with the passage of AB 26 (effective in 2012). Many cities as a result, including National City, struggle to meet Regional Housing Needs Assessment (RHNA) targets. 1,068 units were remaining for the 2013-2020 RHNA. The HE APR was previously transmitted to HCD. In the past year, the 2021 – 2029 Sixth Cycle Housing Element was adopted by the City Council on August 3, 2021 and certified by the California Housing and Community Development (HCD) Department on November 10, 2022.

Safety Element. This element is being revised as part of the current Focused General Plan Update process.

Noise and Nuisance Element. Traffic is the most significant source of noise in National City. I-5, I-805, and SR-54 are the most prevalent sources of traffic noise and affect distant land uses. Major arterials, including National City Boulevard, Highland Avenue, Euclid Avenue, Division Street, Plaza Boulevard, Civic Center Drive, 18th Street, Bay Marina Drive/Mile of Cars Way, and 30th Street/Sweetwater Road are the most significant noise sources for land uses immediately adjoining these roadways. There are also several noise-generating land uses west of I-5 including Naval Base San Diego,

industrial manufacturing, commercial, and institutional uses. Noise generating activities throughout this portion of the city include heavy flow of trucks, industrial equipment, and operations at the Naval base.

The City continues to encourage the enforcement of State and City noise standards for trucks, cars, and motorcycles through coordination with the California Highway Patrol and National City Police Department. The City has also continued to enforce Title 24 of the California Building Code, which contains required noise insulation standards in building design and construction to reduce noise generated by non-transportation sources.

Open Space and Agriculture Element. Approximately five percent of the planning area of National City is dedicated to open space, parks, and agricultural uses. Only 2.3 percent of land within the planning area remains vacant. Due to the highly developed nature of the community, the City faces significant challenges in the provision of additional open space and recreational facilities. Despite a lack of vacant land, opportunities exist within the urban fabric of the community to provide new recreational and open space areas. Possible solutions include: rooftop gardens; closing or converting a limited number of redundant streets for the purpose of creating mini parks, community gardens, and plazas; incorporating trail systems into utility corridors; turning vacant parcels into parks or community gardens; and the enhancement of public street rights-of-way for use as open space.

Since the General Plan was adopted in 2011, the City has worked with local nonprofits to implement the production of pocket farms in the city. While work is still ongoing, the City has constructed one new city park – Paradise Creek Park – which is approximately four acres in size and opened in 2022.

Conservation and Sustainability Element. The City adopted its most recent Climate Action Plan in 2011, although it is being updated as part of its Focused General Plan Update. Since 2011, the City has encouraged energy efficiency by collaborating with the City of Chula Vista and South Bay Energy Action Collaborative in offering a Free Resource & Energy Business Evaluation (FREBE) Program. The FREBE Programs require businesses in the city to perform on-site energy and water audits in order for buildings to be as efficient as possible. In addition, the City adopted several Property Assessed Clean Energy (PACE) programs to help homeowners save energy and water.

The City has also been implementing bicycle corridor improvements and supportive infrastructure by creating bike parking requirements for new projects and implementing an ongoing bike parking program at City facilities. The City also implemented

neighborhood traffic calming projects including the D Avenue Community Corridor and Roundabout Project, which improves traffic flow and enhances pedestrian safety. In addition, the City fostered land use intensity near, along with connectivity to, retail and employment centers and services to reduce vehicle miles traveled (VMT) by implementing two mixed use (MXC & MXD) zones.

The City acknowledges the need for further GHG emissions reduction measures and is therefore, exploring additional measures/strategies to be included in the 2021 CAP including options for building electrification codes. The City is also looking to focus on and build equity into the CAP by continuing to engage community members, taking public feedback into consideration when identifying measures, and ensuring policies, initiatives, and programs improve, and do not burden, vulnerable populations.

Health and Environmental Justice. The City was the first in California to adopt a Health and Environmental Justice Element in 2011. Since that time, the City has encouraged policies and communication related to the goals in the element, including participation in the Portside Community Emission Reduction Program (CERP), as well as garnering participation in land use decisions such as the Transit Oriented Development Overlay (TODO) Plan and the ongoing Focused General Plan Update.

The City has embarked on a series of recreation improvement projects in City parks, as well as adding Paradise Creek Park, which has implemented access to safe and accessible physical activities to meet the needs of all segments of the community.

Another goal of the Health and Environmental Justice Element is convenient and accessible health services that meet the needs of the community. In 2022, the City approved a new PACE (Programs of All-Inclusive Care for the Elderly) clinic that is currently under construction.

Education and Community Participation Element. The City library has several programs that meet the needs of all residents, including adult literacy, access to technology (computer lab, computer classes, 3D printing), and distance learning, and high school diploma programs.

COMPLIANCE WITH OPR GUIDELINES

The updated 2017 General Plan Guidelines provides local jurisdictions with guidance on addressing new issues such as environmental justice considerations, climate change/sea level rise impacts, collaborative planning with the military lands and facilities, and consultation with Native American tribes. The current 2011 GP is out of compliance with the 2017 General Plan Guidelines with regard to Land Use, Circulation,

and Safety, which is the reason for undertaking the current Focused General Plan Update effort. The City has coordinated with environmental justice organizations, Navy Region Southwest, and Native American tribes as part of the stakeholder outreach process for the Focused General Plan Update. In addition, the City routinely coordinates with the California Native American Heritage Commission on CEQA (California Environmental Quality Act) matters, as required by AB 52 and SB 18 (Tribal Consultation).

PLANNING PRIORITIES

Current priorities for land use decision making are being established by the local legislative body including the Focused General Plan Update, expected to conclude in 2024. Continued planning priorities include increasing housing production and access. As part of the Focused General Plan Update, the City has crafted the “House National City Program”, which will develop new floor area ratio (FAR) opt-in regulations that will create new homes for the community in areas zoned for multi-family and mixed-use. Additionally, it will provide new affordable homes near bus and trolley stops, known as Transit Priority Areas, generating community benefits that will uplift the quality of life for all residents.

PLANNING PROPOSALS

Goals, policies, objectives, standards or other plan proposals that need to be amended include the City’s Local Coastal Program, last updated in 1998. The Local Coastal Program Update, which began in Spring of 2023, is proposed in three phases: Reflect recent changes on National City Marine Terminal/Port lands (Port of San Diego) with regard to boundaries and uses (National City Balanced Plan), amend Land Use and Implementation Plan components to reflect the current General Plan and Zoning Ordinance (\$100,000 in grant funding has been provided by the California Coastal Commission), and a comprehensive Local Coastal Program Update (future action).

OTHER PLANNING CONSIDERATIONS

Major Developments. Among the major developments, a new 100 percent affordable multi-unit project (Courtyards at Kimball) with 131 residential units was recently completed. In addition, in 2022 the Kimball Highland project received entitlements and began construction. Kimball Highland is a two-property scattered site, infill, multi-family apartment development, with one property located at 14th Street and Kimball Way at F Avenue (Site 1, 61 units), and the second property located at 1221 D Avenue (Site 2, 84 units). The two sites are located within walking distance (approximately 525 feet). The development will be located near transit, employment, shopping centers, a park, full-service grocery store, health clinic, pharmacy, schools, and other community amenities.

Intergovernmental Coordination. The City has collaborated with the Unified Port District of San Diego on the National City Balanced Plan, a plan to rebalance land uses for the National City Bayfront. The City has also coordinated with the US Navy, the San Diego County Regional Airport Authority, and San Diego County Tribal agencies as part of the ongoing Focused General Plan Update and other significant developments.

Infill development, reuse, and redevelopment. National City is a built-out city and any new development is basically infill and redevelopment. Although redevelopment funds through AB 26 were lost, commercial redevelopment and affordable housing projects continue to be proposed, particularly in conjunction with GC 65915 (Density Bonus).

Environmental Resource Protection. The northern extent of the Sweetwater Marsh National Wildlife Refuge is located in National City west of Interstate 5 (I-5) and north of Sweetwater River. Established to protect endangered and threatened species, the Refuge encompasses approximately 2,620 acres of land and water in and around San Diego Bay, including the cities of National City, Chula Vista, San Diego, Imperial Beach, and Coronado. There is also the Bannister Marsh, an upstream tributary to Sweetwater Marsh east of I-5, as well as Paradise Creek which is located near 18th Street, 22nd Street, and Hoover Avenue. These areas are protected by policies in our Local Coastal Plan (Bannister Marsh) and the Westside Specific Plan (Paradise Creek). With the exception of these protected natural open space areas, the City is almost completely urban in nature, with little in the way of emergent wetlands or riverine areas. As such, City staff promotes resource protection through General Plan policy (Open Space and Agriculture Element and Conservation and Sustainability Element).

Economic development. The City has an adopted Economic Development Strategic Plan (207-2022). The goals of the Strategic Plan are to collaborate and communicate, support business, promote vibrant neighborhoods, support employment and increase city revenues. These goals are created in support of the City's existing strategic goals and specific plans. The purpose of expanding the City's goals is to create a plan that is specifically tailored to driving economic development. The Economic Development Strategic Plan includes an overview of market research, historical data and the strategic steps necessary to meet our goals.

Under Goal C3. Tourism Promotion in the Strategic Plan, areas of Focus include Hotel Attraction, which entails promoting the expansion of Pepper Park (Port of San Diego) and the Marina District to attract hotel developers. Existing city parcels available for hotel development include approximately two acres of land near Westfield Plaza Bonita, Bay Marina Drive north of the Marina District, and 32nd Street and Marina Dr. near

Pepper Park in the Marina District. The soon-to-be-adopted National City Balanced Plan (Port of San Diego) and related Local Coastal Program updates include goals and implementation strategies to further this Economic Development Strategic Plan goal.

Monitoring long-term growth. Since National City is a built-out community, there is limited vacant land available for large scale development, excepting the two acres mentioned above.

Grants administration. In addition to the LCP update that is funded by a \$100,000 LCP grant from the Coastal Commission, current City Capital Improvement projects currently under construction include:

Sweetwater River Bikeway Connection / 30th Street Bicycle Facility Improvements (CIP 18-14)

- \$889,000 Active Transportation Program (ATP) grant
- \$68,029 TransNet Prop A grant

National City Boulevard Inter-City Bike Connection (CIP 19-18)

- \$339,001 ATP grant

Safe Routes to School (CIP 19-04)

- \$1,403,820 ATP grant

El Toyon/Las Palmas Bicycle Corridor (CIP 19-02)

- \$1,281,798 ATP grant



AGENDA REPORT

Department: Community Development - Neighborhood Services
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Temporary Use Permit – Fun Box Bounce Park hosted by Fun Box at Westfield Plaza Bonita Mall from May 5, 2023 thru September 2, 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 and in accordance with City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This is a request from Fun Box to hold Fun Box Bounce Park at 3030 Plaza Bonita Road from May 5, 2023 thru September 2, 2023. This outdoor inflatable amusement park will feature climbing, obstacle courses and bouncers for child entertainment surrounded by temporary fencing for perimeter safety and turf for flooring.

This park is open to the public and paid admission grants 90 minutes slots of play time. No activities outside the fenced perimeter are set up. Days of operations will be Monday thru Sunday 10:30 a.m. – 4:30 p.m.

NOTE: On January 22, 2017 City Council approved a similar event with no waiver of fees.

FINANCIAL STATEMENT:

City fee of \$312.00 for processing the TUP through various City departments, plus \$602.00 for the Fire Permits
Total Fees: \$914.00

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 Fun Box Bounce Park
Exhibit B – Conditions of Approval Fun Box Bounce Park



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

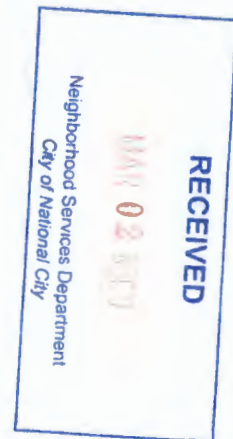
- Fair/Festival
 Parade/March
 Walk or Run
 Concert/Performance
 TUP
 Sporting Event
 Other (specify) _____

Event Name & Location

Event Title Fun Box Bounce Park
 Event Location (list all sites being requested) 3030 Plaza Bonita Rd., National City, CA 91950

Event Times

Set-Up Starts
 Date April 24, 2023 Time 7:00 am Day of Week Monday
 Event Starts
 Date May 5, 2023 Time 2:30 pm Day of Week Friday
 Event Ends
 Date September 2, 2023 Time 11:00 pm Day of Week Sunday
 Breakdown Ends
 Date September 8, 2023 Time 11:00 pm Day of Week Friday



Applicant Information

Applicant (Your name) Daniel J Palmer Sponsoring Organization Fun Box
 Event Coordinator (if different from applicant) same
 Mailing Address 21865 S Reina Dr., Queen Creek, AZ 85142
 Day Phone 602-757-8206 After Hours Phone same Cell same Fax 480-588-516
 Public Information Phone 602-757-8206 E-mail palmer@funbox.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Date 2/22/2023

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):

Entry fees for bounce house - \$20/participant. Concessions also sold (e.g. popcorn, snow cones, water)

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 500,000 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:

Fun Box bounce park is a fun, safe, and traveling bounce park - the largest of its kind in the world! Our

one-of-a-kind inflatable park occupies roughly 15,000sf of supervised bouncing and climbing fun for

all ages. Fun Box will occupy roughly 35,000-40,000sf of underused parking spaces in the Plaza

Bonita Mall. In addition to the inflatable park, we will offer for sale a few items to include water, socks,

snow cones, and popcorn. We anticipate bringing 30,000-50,000 patrons over 12-14 weeks.

Estimated Attendance

Anticipated # of Participants: 30,000-50,000 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: ^{n/a} _____ 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: We will have crowd control barriers at the entrance of the park to line up guests before entering. The park will also be fenced in. We will employ trained supervisors at all time to ensure the safety of the guests.

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): Hayden Palmer Phone: 602-908-8210

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:

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?

5 _____ # of canopies size 10x20

5 _____ # of tents size 10x20

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

60 _____ # of tables No tables being set up

250 _____ # 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) Ice machine and tent. _____

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 Providing our own DJ _____

▶ _____
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 \$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 # ⁵ _____ Dimensions ^{3'x8'} _____

Yes, having inflatable signage # ¹ _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # ⁵ _____

What will signs/banners say? _____ Description of FUn Box and Fun Box Characters

How will signs/banners be anchored or mounted? _____ Mounted to fence with straps and ties

Location of banners/signage _____ Outside perimeter of park (on fence)

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: ⁸ _____

▶ Total number of ADA accessible portable toilets: ⁴ _____

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) ⁷ _____

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) ⁴ _____

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>Fun Box</u>	
Event Address: <u>3030 Plaza Bonita Rd., National City, CA</u>	Expected # of Attendees: <u>30,000-50,000</u>
Event Host/Coordinator: <u>Daniel Palmer</u>	Phone Number: <u>602-757-8206</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>10</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>8</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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: Fun Box

Person in Charge of Activity: Daniel Palmer

Address: 21865 S Reina Dr., Queen Creek, AZ 85142

Telephone: 602-757-8206 Date(s) of Use: 5/5/2023-9/3/2023

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: 

Official Title: Manager Date: 2/22/2023

For Office Use Only

Certificate of Insurance Approved _____ Date _____

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 FUNBOX
Business Location 21865 S REINA DR
QUEEN CREEK, AZ 85142-5233
Business Owner(s) DANIEL J. PALMER

Business Type Amusement - Other
Account Number 09051920
Effective Date May 01, 2023
Expiration Date December 31, 2023

FUNBOX
21865 S REINA DR
QUEEN CREEK, AZ 85142-5233

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.**

FUNBOX

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

FUNBOX
21865 S REINA DR
QUEEN CREEK, AZ 85142-5233

Account Number: 09051920
Date of Issue: 05/01/2023

LEGEND

- TURF/ GUEST AREA
- GENERATOR
- RESTROOMS
- TICKET BOOTH
- TODDLER PARK
- PERIMETER FENCE-8'
- CIRCULATION
- SHADE CANOPIES



February 17, 2023

City of National City
Attention: Vianey Rivera
Neighborhood Service Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
FunBox (Hallier Investments, LLC) and DND Management - Westfield Plaza Bonita

To whom it may concern:

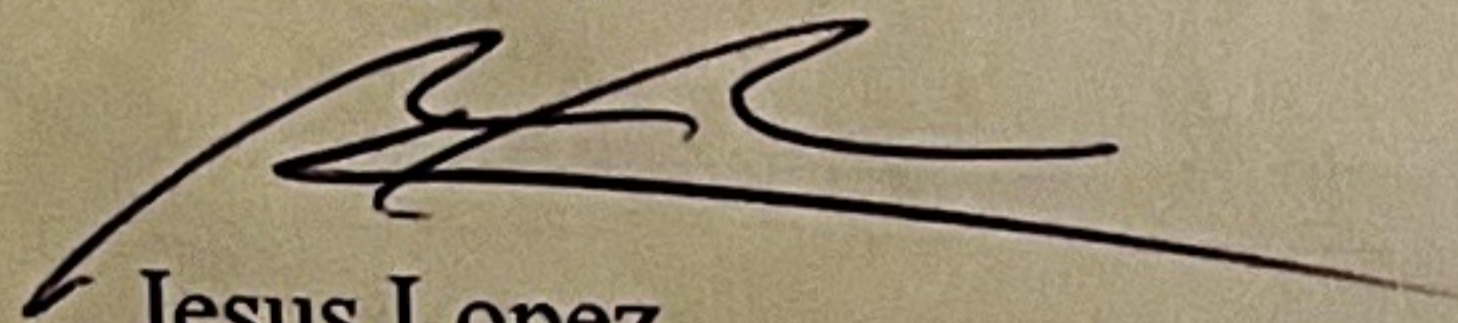
I hereby authorize Dan Palmer, acting as representative of Hallier Investments, LLC to operate a business known as FunBox in parking lot #7 at Westfield Plaza Bonita during the dates of April 15, 2023 – August 31, 2023.

Dan Palmer has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not already in place.

Dan Palmer will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Thank you,



Jesus Lopez
Facilities Manager
Westfield Plaza Bonita

Westfield PLAZA BONITA
3030 Plaza Bonita Road #2075
National City, CA 91950



Contact Name: Dan Palmer ▪ Email: Palmer@funbox.com ▪ Phone: 602-757-8206

FUNBOX DESCRIPTION AND OPERATING PLAN NATIONAL CITY, CA

SAFETY AND MAINTENANCE

Before opening each day, the staff, management and operator conduct the pre-opening procedure. The procedure includes a daily safety inspection on all inflatables, electrical equipment, and other items. The inflatable is cleaned daily during operations and a deep sanitization is conducted weekly. The team ensures that the park and all surrounding areas of the event are well maintained during every day of operations. All areas are clear of any tripping hazards, electrical equipment is inaccessible to the general public. The main inflatable has 6 emergency exit doors in accordance with California Building Code. All other inflatables will have up to 2 emergency exits. All emergency exits are marked clearly.

SECURITY

We are a family-based children's event. Most guests are between the ages of 3-12. We do not sell alcoholic beverages. We maintain a family friendly environment with music tailored to children including Disney hit songs and other PG family songs. Hired Security is not important for this event as guests are attending with young children and are very behaved. The space is secured overnight with a locked fence. All tools and equipment including the generator and electrical equipment are locked when not in operations. After hour security is managed with the help of mall security making several nightly drives around the event area to ensure no abnormal activity. Crowd control is managed with line barricades for both our event entry and our exits. 90% of ticket sales are sold in advance online and it is a very smooth operation. The Entrance and the Exit areas are clearly marked and



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separated to prevent any issue. All customer areas will be staged away from vehicular traffic. Staff is positioned at the event fence entrance area to ensure no runaway children without guardians.

IMPACT TO SURROUNDING AREA

The parking lot and landscaping are maintained daily by staff. We install turf on the parking lot to prevent guests' discomfort around entering and exiting the inflatables without shoes.

We do not employ any live music or acts in our event and therefore our noise level is well controlled and is below 70 decibels outside of the event perimeter. No smoking or alcohol consumption is allowed on site. Our event ends before 8pm and will not disturb the peace.

TEAM SAFETY HANDBOOK

SAFETY / FIRE CODES / SECURITY!

When addressing the issue of safety, enough cannot be said about the importance of this topic. Accidents can and may happen; however, we can do much to decrease the odds of such occurrences. Safety is our # 1 focus as a team. Our staff undergoes pre-opening training, on the job training and additional resources to make sure we are delivering a safe event for the community. To express our concern for safety, we provided documentation to all governing bodies regarding this event including a safety Emergency Action Plan (EAP), our standard operating procedure (SOP) for a safety inspection, a copy of liability waiver, as well as the guest and staff responsibilities which are clearly posted for staff and guests visiting the



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attraction. All of this information is included below in our Team Handbook, which is distributed to each of our staff members upon hiring and is covered again with training upon completion of onboarding. We are providing you this information so that you can review it, it is our hope that you will find it sufficient.

INTRODUCTION AND PURPOSE

The plan set forth in the policies and procedures are to be followed in various types of emergencies. The plan is to prevent a fire, the loss of life, injury, property damage, and other incidents which could result from emergency situations.

DEFINITIONS

“Park” shall mean the inflatable attraction located at Plaza Bonita Mall.

“Team Staff” shall mean the persons hired to do site construction, operations, or any other supporting role to run the inflatable attraction, which may include volunteers, employees, or vendors.

“FUNBOX” is the brand name of the inflatable event that is operating.

“Guests” shall mean members of the general public attending the event.

“Site”. Shall mean the site of the event at the mall and its surrounding areas.

“Fire Department” shall mean the National City Fire

Department “Police Department” shall mean the National City

Police Department

ONLINE TICKETING/CAPACITY

A significant number of tickets are sold online to manage the capacity and traffic of the event during daily operations. Most guests will arrive with a



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ticket and will line up at the entrance of the event 15 minutes before their ticket time. We manage the capacity by only allowing up to 400 tickets to be sold for every 90 mins time slot. At the end of the 90 minutes guests will be guided to exit with auditory directions, staff support and the duration of the visit is known on the ticket time.

STAFF RESPONSIBILITIES

GENERAL MANAGER

Each operating day, the **manager** will serve as the leader of all departments, both leads report directly to the manager. All team members including the **General Manager** will be provided with a 2-way radio during the entirety of the operation. In the event of an emergency, the **Manager** will notify all staff to begin our safety protocol. All staff inside the inflatable will be equipped with a 2-way radio as well to report any such incidents from inside the attraction. The general managers responsibility is to serve as the main point of contact to the public, first responders, and authorities in the event of an emergency. Both the park lead and the front lead have assigned procedures to follow to support the manager. The manager must follow up with both leads to ensure procedures are followed.

PARK LEAD

Each operating day, the **park lead** will serve as the leader of the inflatable team. All team members including the **park lead** will be provided with a 2-way radio during the entirety of the operation. In the event of an emergency, the **Park lead** will receive notice from the manager to exit the inflatable park. All staff inside the inflatable will be equipped with a 2-way radio as well to report any such incidents from inside the attraction. The park's responsibility is to **exit the inflatable of all guests**. This includes multiple sweeps of the inflatable to be certain we have exited all guests.



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Only after all guests have been exited may the park lead assign team members to assist in other areas.

FRONT OF HOUSE LEAD

Each operating day, the **front lead** will serve as the leader of the general area in front of the inflatable equipment. All team members including the **front lead** will be provided with a 2-way radio during the entirety of the operation. In the event of an emergency, the **front lead** will receive notice from the manager **to grab the megaphone and begin communicating with all guests, employees and other persons**. All staff inside the inflatable will be equipped with a 2-way radio as well to report any such incidents from inside the attraction. The **front leads** responsibility is to make sure all families have been reunited, to do a headcount of all guests, and to communicate the status of the situation in a timely manner. This includes coordinating and conducting a plan for refunding/rescheduling guests.

COMMUNICATIONS

At all times when FUNBOX is in open to the public, the following staff members shall remain equipped with a 2-way radio:

- Manager
- Park Lead
- Front Lead
- All Cashiers
- All Park Monitors

Emergency instructions will be announced over a PA. In the event of a complete power outage, the site is equipped with a Megaphone to manually communicate instructions and announcements.



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FRONT OF HOUSE LEAD

For each operating day, the **front lead** will have operating control of the sound. The control source is always manned with a staff member. In the event of an emergency requiring an evacuation and as directed by the manager, the front of house lead will initiate the emergency evacuation process by playing the emergency evacuation announcement. The announcement is controlled by a button on a device. The device will play the announcement as staff assists with the evacuation.

ALL TEAM MEMBERS

All team members shall take responsibility for their own safety and for the safety of those in their immediate vicinity. Observations of unsafe conditions shall be immediately brought to the attention of the Manager or other responsible persons. Staff shall familiarize themselves with the inflatable layout, all exits, and emergency egress corridors and the path to the primary evacuation exits and alternate routes from the particular location they may be working at inside the inflatable.

FIRE PREVENTION PLAN

PORTABLE FIRE EXTINGUISHERS

The site shall be equipped with a fire extinguisher at least every 100 ft around the perimeter of the fencing and one near the generator. Team shall be instructed to find the closest extinguisher in the event of a fire. Staff will be trained to use the extinguishers.

EMERGENCY EXITS & MEANS OF EGRESS

The main inflatable attraction at FUNBOX has a total of 6 exits. The additional attractions each have at least 1-2 exits. All guests are instructed of where to exit in the event of an emergency and all exits will remain clear



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of any obstacles or obstructions to prevent a tripping hazard. All exits will be clearly marked with signage that is easily visible from over 50ft away.

EMERGENCY LIGHTING

This event is primarily a daytime operation. We will utilize mall lighting in the event that our generators fail. We will also utilize flashlights.

ELECTRICAL HAZARDS

All electrical equipment, lighting, fixtures, speakers, extension cords, etc shall be UL approved and inspected prior to use. Electrical cords and extension cords which are frayed or worn, have cut or pinched insulation, or exposed conductors, or which have three-pronged plugs with removed or faulty ground prongs, shall not be used. All electrical equipment and cords shall be inspected by a qualified person prior to use, and shall be re-inspected daily. Damaged or otherwise unsafe electrical equipment shall be tagged and removed from service to be repaired or discarded. Temporary power for the inflatable and speakers and accessories shall be supplied as follows:

- 1) Power will be routed from the Generator using cable #2 5-banded cam lock cables to Two (2) 200A Distribution boxes.
- 2) Each distribution box will supply up to six (6) 50A spider boxes using a SOO Cable.
- 3) Each spider box will supply up to 5 electrical items.
- 4) At no times shall cables or cords be exposed to the general public or produce a tripping hazard in any path of egress.

COMBUSTIBLE MATERIALS

Combustible waste material will not be allowed to accumulate in any area of the site. During construction, operation, trash will be removed and placed in the dumpster daily. Our plastic passes the NFPA 701 Class II flame test.



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NON-SMOKING

This is a family-based event, and is non-smoking. All visitors and team members are prohibited from bringing or smoking any paraphernalia at the site.

NFPA 701

Material Certificate will be kept on site.

FIRE EMERGENCY PLAN

In the event of a fire:

1. Team members discovering the fire or smoke shall immediately report the incident to all team members so that evacuation procedure may begin.
2. Upon the notification of a fire, the team will begin evacuation orders as instructed by the manager, the front of house lead and the park lead. Announcements will be made and evacuation from the inflatable will begin as instructed.
3. All staff and visitors will evacuate immediately to the nearest exit under the instructions of park staff.
4. If a primary evacuation exit is blocked or unsafe, proceed to the nearest alternate evacuation route.
5. If smoke makes it difficult to breathe or see, get on your hands and knees and crawl to the nearest exit.
6. Once the inflatable is completely evacuated proceed to the designated assembly point and await further instructions.
7. Manager will notify authorities.
8. No one is allowed to enter the inflatable until FR gives the “all clear” notice.

ACCOUNTABILITY PROCEDURE:



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Managers and staff members will take account of all employees and guests present during the event. The manager will inform authorities of any persons not accounted for.

R.A.C.E:

The “R.A.C.E” method of fire response shall be followed in this order:

RESCUE:

Rescue those in immediate danger. Children and elderly may need additional help.

ALARM:

Notify others with the 2-way radio, PA, word of mouth or other ways.

CONFINE:

If the fire is in an enclosed area, confine it by closing its doors upon exiting.

EXTINGUISH:

Attempt to extinguish the fire only if it is safe to do so. Use the fire extinguishers only if you are trained to do so. Extinguishers are located around the perimeter of the fence and site. Only return with the Extinguisher when it is safe to do so. Always keep a clear path behind you. NEVER allow the fire to come between you and the exit.

P.A.S.S:

The “P.A.S.S” method is for remembering the procedure for using a fire extinguisher:



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PULL:

Pull the pin and completely remove it from the extinguisher handle.

AIM:

Aim the extinguisher nozzle towards the base of the flame.

SQUEEZE:

Squeeze the handle to discharge the extinguisher material.

SWEEP:

Sweep the spray of the extinguisher material back and forth across the base of the flames.

MEDICAL EMERGENCY PLAN:

In the event of a medical emergency:

1. Staff discovering the medical emergency shall immediately notify the manager or security.
2. Manager shall call for assistance from first responders.
3. Persons unconscious or seriously injured should not be removed or repositioned.
4. Incident forms shall be kept of all such occurrences.

POWER FAILURE PLAN

In the event of a complete power outage:

1. Staff will begin evacuation procedures.
2. Park team evacuates the park.
3. Front team accounts for and communicates with all persons.
4. No one shall enter the attraction until the power is completely restored.



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BOMB THREAT EMERGENCY PLAN

In the event of a bomb threat:

1. Anyone who observes or receives a bomb threat shall immediately notify the manager and all authorities.
2. No one shall judge the validity of such threats.
3. Park team evacuates the park.
4. Front team accounts for and communicates with all persons.
5. No one shall enter the attraction until authorities have approved us to do so.

EAP TRAINING STATEMENT

All staff members will be trained on the contents of this emergency action plan. All staff members will receive a copy of this EAP and sign an acknowledgement of receipt of the EAP.

FUNBOX SAFETY INSPECTIONS

We perform a daily inspection every day before operating and again during operations. The following items will be checked:

- Floors clear of hazards.
- Inflatable clear of snags or sharp objects
- Fire extinguishers clearly marked
- Strong Electrical Connections
- All electrical working properly.
- Generator working properly.
- Fans working properly.
- Exits clearly marked and visible.
- Conditions of equipment.
- Weather conditions



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- All electrical equipment will go through a 2-hour cycle before opening to the public.
- Pick up all trash and debris
- Keep electrical equipment clear of any debris.
- Inspect all inflatable equipment
- Check battery life on radios
- Inspect all sound equipment
- Entrance/Exit to the event will be clearly marked.
- Site and equipment locked when not in use.

HOURS AND ESTIMATED ATTENDANCE

Construction is roughly 7-10 days depending on conditions.

Open days and times may vary slightly. Open Fridays-Sundays for 90 days and also open on holidays when kids are out of school. The following is an approximate of our attendance and hours per day. We are open every day of the week during holiday vacation in the school district's calendar year.

HOURS AND ESTIMATED ATTENDANCE Regular Hours

Day Open	Session Time	Est. Attendance
FRIDAY	1:30 PM	150
	3:00 PM	200
	4:30 PM	250



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SATURDAY	10:30 AM	150
	12:00 PM	200
	1:30 PM	250
	3:00 PM	250
	4:30 PM	200
SUNDAY	10:30 AM	150
	12:00 PM	200
	1:30 PM	250
	3:00 PM	250
	4:30 PM	200

EVACUATION PLAN

Complies with ASTM Designation F2374-20
Standard Practice for Design, Manufacture, Operation, and Maintenance of
Inflatable Amusement Devices.
Section 7.5.2 Page 14 Evacuation Plan

CODE RED – The park must be evacuated within 5 minutes of announcement. All team members are on walkie talkies and are trained for evacuation.

Generator Failure/Deflating for any reason/Fire/Damage

All team members are trained to be on the constant look out for park deflation regardless of the cause. This includes a single section



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deflation or the entire park deflation. All members are trained to constantly be aware of deflation on their feet, scan any deflation at the highest point such as the front entrance columns or high points such as the slides. Front customer team is also trained.

If ANYONE in the team feels that the park is deflating, they must announce on walkie talkie CODE RED. CODE RED means to evacuate the park.

Inside the park - all park attendants announce to immediately exit the park slowly.

Park attendant #1, #2, #3 go to blue zones and evacuate

Park attendant #5 go to blue zone nearby and evacuate

Park attendant #4 front door enters the front part of the park and helps guests exit the park.

All front attendants have all people exit the front entrance tent and toddler park.

RAIN

If the rain is light or sprinkles a little, ask your manager and we can continue to be open. If the rain continues for more than 10-15 minutes or if the manager announces, then **CODE RED** shall be performed.

WIND

If the manager announces the wind has exceeded the allowed winds speeds, then **CODE**

RED shall be performed.

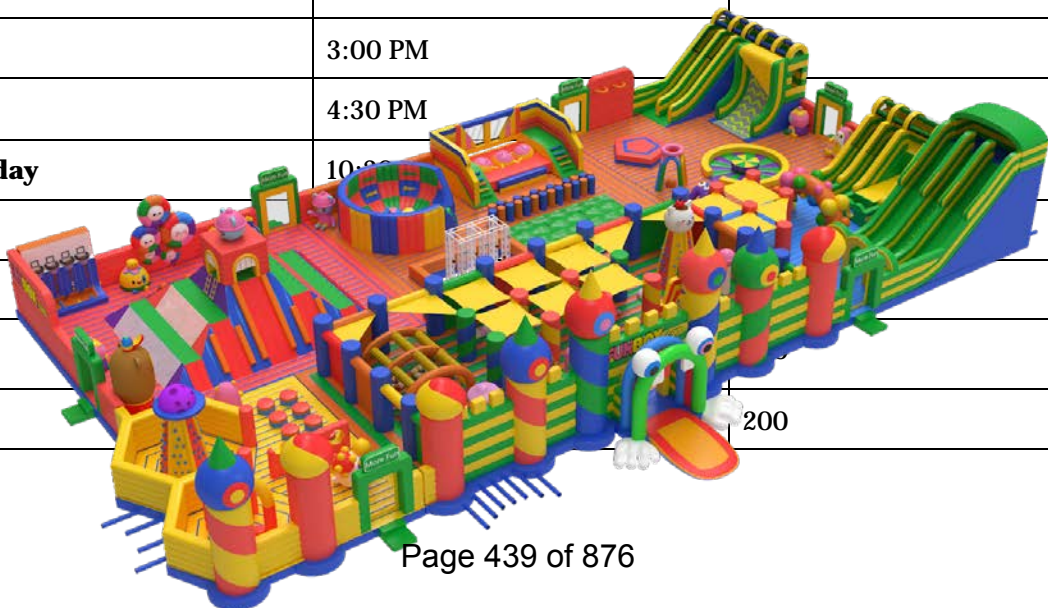
FUNBOX EVACUATION PLAN

FUNBOX.COM®

Contact Name: Dan Palmer ▪ Email: Palmer@funbox.com ▪ Phone: 602-757-8206

HOURS AND ESTIMATED ATTENDANCE Special Holiday Hours

Date Open	Session Time	Est. Attendance
Monday	10:30 AM	200
	12:00 PM	200
	1:30 PM	200
	3:00 PM	200
	4:30 PM	200
Tuesday	10:30 AM	200
	12:00 PM	200
	1:30 PM	200
	3:00 PM	200
	4:30 PM	200
Wednesday	10:30 AM	200
	12:00 PM	200
	1:30 PM	200
	3:00 PM	200
	4:30 PM	200
Thursday	10:30 AM	200
	12:00 PM	200
	1:30 PM	200
	3:00 PM	200
	4:30 PM	200



FUNBOX.COM[®]

Contact Name: Dan Palmer ▪ Email: Palmer@funbox.com ▪ Phone: 602-757-8206

Friday	10:30 AM	200
	12:00 PM	200
	1:30 PM	200
	3:00 PM	200
	4:30 PM	200
Saturday	10:30 AM	200
	12:00 PM	200
	1:30 PM	200
	3:00 PM	200
	4:30 PM	200
Sunday	10:30 AM	200
	12:00 PM	200
	1:30 PM	200
	3:00 PM	200
	4:30 PM	200
	4:30 PM	200

**CITY OF NATIONAL CITY
 NEIGHBORHOOD SERVICES DEPARTMENT
 APPLICATION FOR A TEMPORARY USE PERMIT
 CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Fun Box
EVENT: Fun Box Bounce Park
DATE OF EVENT: May 5, 2023 – September 2, 2023

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS []
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:

COMMUNITY DEVELOPMENT

Planning

1. Activities shall conform to the limitations in Table III of Title 12 (Noise) of the Municipal Code.
2. Speakers and lights 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 application for issuing a Temporary Use Permit. As much as the event will be held solely on private property, no additional insurance requirements are necessary for the permit issuance.

It should be noted that the applicant properly executed the Hold Harmless and Indemnification Agreement when the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

No comments received

ENGINEERING

No comments received

COMMUNITY SERVICES

No comments

FINANCE

No comments received

FIRE (619) 336-4550

INSPECTION REQUIRED

\$211.00 INSPECTION FEE FOR INSPECTIONS OCCURRING AFTER HOURS OR ON WEEKENDS OR HOLIDAYS. A COST OF \$391.00 IS REQUIRED FOR THE USE OF TENTS.

A MEETING WITH THE OPERATOR IS REQUIRED PRIOR TO OPERATION

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
- 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) If tents or canopies are used, the following information shall apply:
 - Tents having an area from 0-200 square feet shall be \$391.00
 - Tents having an area more than 201 square feet shall be \$751.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$250.00.
 - Canopies from 501-600 square feet shall be \$391.00.
 - Canopies from 601.00 or greater shall be \$571.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
 - Tents shall be flame-retardant treated with an approved **State Fire Marshal seal attached**. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.

A ten foot separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained

- 7) A tent shall not be located within **20** feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy
- 8) Provide a minimum of 2A:10BC fire extinguishers inside tent areas. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher Sign*) shall be placed immediately above the fire extinguisher
- 9) Vehicles shall be isolated from contact with the tents, canopies or membrane structures. Vehicles shall be at least **20** feet away from tents, canopies and membrane structures
- 10) Provide a minimum of 2A:10BC fire extinguishers throughout area. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher (*See Attached*). Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher
- 11) Every room or space, shall have the occupant load of the space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall be provided by the building department and posted by the Fire Official based on configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded
- 12) Exits on surrounding fence line shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more. Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner
- 13) The arrangement of aisles shall be subject to approval by the building and fire code official, and shall be maintained clear at all times during occupancy
- 14) The floor surface and grounds outside shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises

- 15) Smoking shall not be permitted in amusement area. Approved "No Smoking" signs shall be conspicuously posted
- 16) Internal combustion power sources that may be used for "Emergency Power" shall be of adequate capacity to permit **uninterrupted operation** during normal operating hours
- 17) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 18) A drip pan shall be used to capture oils and fuel lost during normal operation
- 19) Provide a 2A:10BC fire extinguisher at entrance to generator. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance
- 20) Any electrical power used, is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only, and shall be protected so as not to create a tripping hazard to the public. **Consult building official for requirements and inspection of possible temporary power/electrical**
- 21) **A clear a site map shall be required for this event to include requirements mentioned in this document.** Hard to view map provided to small
- 22) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event
- 23) Entire air supported structure systems shall be inspected at regular intervals throughout the permit use period, by the permittee, owner or agent to determine that the installation is maintained in accordance with Chapter 31 of the 2022 California Fire Code
- 24) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event **Required inspections taking place, after hours, holidays, and weekends** will be assessed a minimum of two hundred (\$211.00) **dollars.** Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the National City Fire Department for this event
- 25) Fire Department fees can only be waived by City Council

Approval Contingent upon Final Field Inspection and Compliance with All Applicable Codes and Ordinances



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #35 for the period of 2/24/23 through 3/02/23 in the amount of \$1,981,615.69.

RECOMMENDATION:

Ratify Warrants Totaling \$1,981,615.69

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 2/24/23 – 3/02/23. 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>
Health Net Inc	362270	55,844.66	Grp# GX011A – Feb/Mar 2023 Health Net
Kimley Horn	362276	95,667.49	Services for Dec 2022 – 8 th & Roosevelt
Neri Landscaping	362283	52,475.69	CIP Las Palmas Pool & Fitness Center
Project Professionals	362293	51,248.93	CIP SB 1 Street Resurfacing
Faro Technologies	362320	74,162.86	Laser Scanner System / PD
Adminsure Inc	261813	108,550.61	Worker’s Comp Replenishment Account

FINANCIAL STATEMENT:

Warrant total \$1,981,615.69

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. 35



WARRANT REGISTER # 35
3/2/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - MAR 2023	362157	3/2/2023	110.00
BEARD	RETIREE HEALTH BENEFITS - MAR 2023	362158	3/2/2023	70.00
BECK	RETIREE HEALTH BENEFITS - MAR 2023	362159	3/2/2023	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - MAR 2023	362160	3/2/2023	640.00
BISHOP	RETIREE HEALTH BENEFITS - MAR 2023	362161	3/2/2023	110.00
BOEGLER	RETIREE HEALTH BENEFITS - MAR 2023	362162	3/2/2023	260.00
BULL	RETIREE HEALTH BENEFITS - MAR 2023	362163	3/2/2023	580.00
CAMEON	RETIREE HEALTH BENEFITS - MAR 2023	362164	3/2/2023	400.00
CANEDO	RETIREE HEALTH BENEFITS - MAR 2023	362165	3/2/2023	620.00
CARRILLO	RETIREE HEALTH BENEFITS - MAR 2023	362166	3/2/2023	290.00
CASTELLANOS	RETIREE HEALTH BENEFITS - MAR 2023	362167	3/2/2023	500.00
COLE	RETIREE HEALTH BENEFITS - MAR 2023	362168	3/2/2023	165.00
COLLINSON	RETIREE HEALTH BENEFITS - MAR 2023	362169	3/2/2023	420.00
CONDON	RETIREE HEALTH BENEFITS - MAR 2023	362170	3/2/2023	280.00
CORDERO	RETIREE HEALTH BENEFITS - MAR 2023	362171	3/2/2023	520.00
DALLA	RETIREE HEALTH BENEFITS - MAR 2023	362172	3/2/2023	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - MAR 2023	362173	3/2/2023	250.00
DEESE	RETIREE HEALTH BENEFITS - MAR 2023	362174	3/2/2023	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - MAR 2023	362175	3/2/2023	110.00
DIAZ	RETIREE HEALTH BENEFITS - MAR 2023	362176	3/2/2023	680.00
DREDGE	RETIREE HEALTH BENEFITS - MAR 2023	362177	3/2/2023	250.00
DUONG	RETIREE HEALTH BENEFITS - MAR 2023	362178	3/2/2023	280.00
EISER III	RETIREE HEALTH BENEFITS - MAR 2023	362179	3/2/2023	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - MAR 2023	362180	3/2/2023	620.00
ETZLER	RETIREE HEALTH BENEFITS - MAR 2023	362181	3/2/2023	460.00
FABINSKI	RETIREE HEALTH BENEFITS - MAR 2023	362182	3/2/2023	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - MAR 2023	362183	3/2/2023	270.00
FIFIELD	RETIREE HEALTH BENEFITS - MAR 2023	362184	3/2/2023	540.00
GAUT	RETIREE HEALTH BENEFITS - MAR 2023	362185	3/2/2023	700.00
GELSKEY	RETIREE HEALTH BENEFITS - MAR 2023	362186	3/2/2023	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - MAR 2023	362187	3/2/2023	120.00
GONZALES	RETIREE HEALTH BENEFITS - MAR 2023	362188	3/2/2023	480.00
HARLAN	RETIREE HEALTH BENEFITS - MAR 2023	362189	3/2/2023	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAR 2023	362190	3/2/2023	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAR 2023	362191	3/2/2023	400.00
HODGES	RETIREE HEALTH BENEFITS - MAR 2023	362192	3/2/2023	200.00
IBARRA	RETIREE HEALTH BENEFITS - MAR 2023	362193	3/2/2023	780.00
JONES	RETIREE HEALTH BENEFITS - MAR 2023	362194	3/2/2023	60.00
JONES	RETIREE HEALTH BENEFITS - MAR 2023	362195	3/2/2023	480.00
JUNIEL	RETIREE HEALTH BENEFITS - MAR 2023	362196	3/2/2023	50.00
KIMBLE	RETIREE HEALTH BENEFITS - MAR 2023	362197	3/2/2023	300.00
KLOS	RETIREE HEALTH BENEFITS - MAR 2023	362198	3/2/2023	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - MAR 2023	362199	3/2/2023	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - MAR 2023	362200	3/2/2023	160.00
MATIENZO	RETIREE HEALTH BENEFITS - MAR 2023	362201	3/2/2023	100.00
MCCABE	RETIREE HEALTH BENEFITS - MAR 2023	362202	3/2/2023	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - MAR 2023	362203	3/2/2023	290.00
MEEKS	RETIREE HEALTH BENEFITS - MAR 2023	362204	3/2/2023	460.00



WARRANT REGISTER # 35
3/2/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MENDOZA	RETIREE HEALTH BENEFITS - MAR 2023	362205	3/2/2023	290.00
MINER	RETIREE HEALTH BENEFITS - MAR 2023	362206	3/2/2023	580.00
MUNOZ	RETIREE HEALTH BENEFITS - MAR 2023	362207	3/2/2023	640.00
NAGLE	RETIREE HEALTH BENEFITS - MAR 2023	362208	3/2/2023	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - MAR 2023	362209	3/2/2023	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - MAR 2023	362210	3/2/2023	360.00
PAUU JR	RETIREE HEALTH BENEFITS - MAR 2023	362211	3/2/2023	340.00
PE	RETIREE HEALTH BENEFITS - MAR 2023	362212	3/2/2023	300.00
PEASE JR	RETIREE HEALTH BENEFITS - MAR 2023	362213	3/2/2023	140.00
POST	RETIREE HEALTH BENEFITS - MAR 2023	362214	3/2/2023	280.00
RAY	RETIREE HEALTH BENEFITS - MAR 2023	362215	3/2/2023	190.00
RIOS	RETIREE HEALTH BENEFITS - MAR 2023	362216	3/2/2023	240.00
ROARK	RETIREE HEALTH BENEFITS - MAR 2023	362217	3/2/2023	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - MAR 2023	362218	3/2/2023	260.00
RUIZ	RETIREE HEALTH BENEFITS - MAR 2023	362219	3/2/2023	310.00
SAINZ	RETIREE HEALTH BENEFITS - MAR 2023	362220	3/2/2023	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - MAR 2023	362221	3/2/2023	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - MAR 2023	362222	3/2/2023	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - MAR 2023	362223	3/2/2023	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - MAR 2023	362224	3/2/2023	480.00
SILVA	RETIREE HEALTH BENEFITS - MAR 2023	362225	3/2/2023	580.00
SMITH	RETIREE HEALTH BENEFITS - MAR 2023	362226	3/2/2023	320.00
SMITH	RETIREE HEALTH BENEFITS - MAR 2023	362227	3/2/2023	560.00
STEWART	RETIREE HEALTH BENEFITS - MAR 2023	362228	3/2/2023	200.00
TIPTON	RETIREE HEALTH BENEFITS - MAR 2023	362229	3/2/2023	250.00
UNGAB	RETIREE HEALTH BENEFITS - MAR 2023	362230	3/2/2023	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - MAR 2023	362231	3/2/2023	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - MAR 2023	362232	3/2/2023	480.00
WHITE	RETIREE HEALTH BENEFITS - MAR 2023	362233	3/2/2023	230.00
WILKINS	RETIREE HEALTH BENEFITS - MAR 2023	362234	3/2/2023	520.00
YBARRA	RETIREE HEALTH BENEFITS - MAR 2023	362235	3/2/2023	220.00
	RETIREE HEALTH BENEFITS			28,685.00
ACE UNIFORMS & ACCESSORIES INC	WRK-FP62BK-36X30-BLK:FP62BKDUAL - FIRE	362236	3/2/2023	1,798.07
ATLAS TECHNICAL CONSULTANTS	CIP 19-33 PARADISE CREEK EDUC PARK EXTENSION	362237	3/2/2023	396.00
BEHAVIORAL ANALYSIS TRAINING	TRAINING TUITION VAZQUEZ INTERV / PD	362238	3/2/2023	575.00
BNSF RAILWAY COMPANY	BAYSHORE BIKEWAY SEGMENT 5 ENGINEERING	362239	3/2/2023	887.64
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL- PW	362240	3/2/2023	313.16
BSN SPORTS LLC	SPORTS EQUIPMENT FOR CAMACHO GYM	362241	3/2/2023	210.78
C A P F	MARCH 2023 - FIRE LTD	362243	3/2/2023	1,091.50
CAL UNIFORMS INC	OFFICERS UNIFORM AND GEAR FOR FY23	362244	3/2/2023	66.17
CALIFORNIA LAW ENFORCEMENT	MARCH 2023 - PD LTD	362245	3/2/2023	2,349.00
CHEN RYAN ASSOCIATES INC	CIP 22-23 NATIONAL CITY BAYFRONT EIR	362246	3/2/2023	9,030.00
CONCENTRA MEDICAL CENTERS	DOT EXAMS	362247	3/2/2023	226.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	362248	3/2/2023	2,078.24
CREST EQUIPMENT INC	CIP 19-02 EL TOYON LAS PALMAS - ENG/PW	362249	3/2/2023	46,810.56
DE LAGE LANDEN	DLL 20 SHARP COPIERS LEASE FOR FY23	362250	3/2/2023	2,939.63
DELTA DENTAL INSURANCE CO	MARCH 2023 GRP #05-7029600000 PMI DENTAL	362251	3/2/2023	1,539.31
DELTA DENTAL INSURANCE CO	MARCH 2023 - GRP #05-7029600002 COBRA DE	362252	3/2/2023	103.33



WARRANT REGISTER # 35
3/2/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DELTA DENTAL OF CALIFORNIA	MARCH 2023 GRP # 05-0908600000 DELTA INS	362253	3/2/2023	17,400.75
DELTA DENTAL OF CALIFORNIA	MARCH 2023- GRP#05-0908601002 COBRA PREMIUM	362254	3/2/2023	45.22
DEVANEY PATE MORRIS & CAMERON	PROFESSIONAL SERVICE	362255	3/2/2023	14,467.50
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES / CAO	362256	3/2/2023	9,925.00
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES/ CAO	362257	3/2/2023	2,442.87
D-MAX ENGINEERING INC	CIP 19-20 NC SWEETWATER RD BIKEWAY - ENG	362258	3/2/2023	2,292.66
ESGIL LLC	PLAN CHECKS FOR FIRE DEPT, FY 2023	362259	3/2/2023	7,196.70
EXPERIAN	CREDIT CHECKS JANUARY	362260	3/2/2023	62.78
FERNANDO	INTERNAL AFFAIRS SEMINAR	362261	3/2/2023	195.34
FIRE ETC	RED C-TRD520211231A000 / FIRE	362262	3/2/2023	4,171.65
FIT TO WORK INC	ERGONOMIC EVALUATION AND REPORT	362263	3/2/2023	720.00
GEOSYNTEC CONSULTANTS INC	CIP 21-11 FORMER DUCK POND LANDFILL - ENG	362264	3/2/2023	5,900.25
GRAINGER	MOP 65179 GENERAL SUPPLIES- PW	362265	3/2/2023	531.17
HDR ENGINEERING, INC.	CUO 19-11 PARADISE CREEK AT PLAZA PHASE	362266	3/2/2023	1,881.75
HEALTH NET	GRP. # N8239C - MARCH 2023 HEALTH NET INSURANC	362267	3/2/2023	1,734.92
HEALTH NET	GRP.# N8240A - MARCH 2023	362268	3/2/2023	1,346.10
HEALTH NET	GRP # R1192R - MARCH 2023 HEALTH NET	362269	3/2/2023	923.49
HEALTH NET INC	GRP # GX011A - FEB/MAR 2023 HEALTH NET	362270	3/2/2023	55,844.66
HEALTH NET INC	GRP # R1192A - MARCH 2023 HEALTH NET INS	362271	3/2/2023	45,412.38
HEALTH NET INC	GRP. #LB439F - MARCH 2023 HEALTH NET INS	362272	3/2/2023	774.98
HOME DEPOT CREDIT SERVICES	MAINTENANCE TOOLS FY23- PW/FACILITIES	362273	3/2/2023	1,665.37
INNOVATIVE CONSTRUCTION	CIP 22-01 LAS PALMAS POOL - ENG/PW	362274	3/2/2023	39,362.50
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY23-	362275	3/2/2023	9,938.00
KIMLEY HORN	SERVICES FOR DEC 2022 - 8TH& ROOSEVELT	362276	3/2/2023	95,667.49
LASER SAVER INC	MOP 04840 TONER PD	362277	3/2/2023	99.95
LYNN PEAVEY COMPANY	P& E SUPPLIES	362278	3/2/2023	94.13
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	362279	3/2/2023	428.40
MES CALIFORNIA	BXR10R-100-FRN CUSTOM MATEX HOSE	362280	3/2/2023	1,327.16
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES- PW	362281	3/2/2023	285.14
NBS	PLANNING/NBS	362282	3/2/2023	977.35
NERI LANDSCAPE ARCHITECTURE	CIP 22-20 LAS PALMAS POOL AND FITNESS CENTER	362283	3/2/2023	52,475.69
NEXTREQUEST	NEXTREQUEST RENEWAL	362284	3/2/2023	12,755.23
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES- PW	362285	3/2/2023	282.12
OPTUM FINANCIAL, INC	HSA MONTHLY MAINTENANCE FEE - GROUP ID H	362286	3/2/2023	107.25
PALMA	REIMBURSEMENT FOR PARKING	362287	3/2/2023	10.00
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362288	3/2/2023	20.29
POLICE EXECUTIVE RESEARCH	TRAINING TUITION SMIP - A HRNDZ / PD	362289	3/2/2023	9,700.00
PREMIER FOOD SAFETY	FOOD HANDLER LICENSE / NUTRITION	362290	3/2/2023	257.95
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	362291	3/2/2023	490.29
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SERVICE - EMILY PORTES	362292	3/2/2023	4,748.10
PROJECT PROFESSIONALS CORP	CIP 22-19 SB 1 STREET RESURFING	362293	3/2/2023	51,248.93
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / NUTRITION STAFF	362294	3/2/2023	1,120.40
REEDER	PLANNING/RFW MARTIN REEDER	362295	3/2/2023	50.00
RELIANCE STANDARD	MARCH 2023- GRP VAI826233 VC1801146 & VG	362296	3/2/2023	3,838.72
SAN BERNARDINO CNTY SHERIFF'S	TRAINING TUITION DUI GARCIA	362297	3/2/2023	300.00
SAN DIEGO HOUSING FEDERATION	SAN DIEGO HOUSING FEDERATION MEMBERSHIP	362298	3/2/2023	600.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	362299	3/2/2023	42,595.96
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	362300	3/2/2023	98.61



**WARRANT REGISTER # 35
3/2/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES- PW	362301	3/2/2023	40.03
SMART & FINAL	MOP # 45756 - EMPLOYEE PICNIC - MAY 2022	362302	3/2/2023	31.23
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 ENVELOPES	362303	3/2/2023	519.02
SOLARPLACARD INC	ACCOUNTABILITY TAGS / FIRE	362304	3/2/2023	193.14
STANICH	IDI INSTRUCTO DEV INSTRUCTIONAL TECHNOLOGIE	362305	3/2/2023	79.28
STAPLES BUSINESS ADVANTAGE	MOP 45704 PLANNING OFFICE SUPPLY	362306	3/2/2023	1,883.68
STC TRAFFIC	DIXON PARKING SERVICES - ENG/PW	362307	3/2/2023	2,331.25
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY23 DEC	362308	3/2/2023	142.90
TERMINIX INTERNATIONAL	MONTHLY PEST CONTROL FOR JANUARY 2023	362309	3/2/2023	83.00
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - MARCH 2023	362310	3/2/2023	9,342.52
THE STAR NEWS	PLANNING/STAR NEWS	362311	3/2/2023	99.94
TRI TECH REPROGRAPHICS	BUILDING/TRI TECH PRINT	362312	3/2/2023	187.05
VASQUEZ	TRAINING ADV POST INTERVIEW / PD	362313	3/2/2023	993.67
VORTEX INDUSTRIES INC	REPAIR TO MAIN ENTRY SLIDE GATE FY23- PW	362314	3/2/2023	2,013.48
WILLIAMS	RE-IMBURSMT, G. WILLIAMS/FIREHOUSE WORLD	362315	3/2/2023	320.00
WILLY'S ELECTRONIC SUPPLY	MOP 00351 MIS SUPPLIES PD	362316	3/2/2023	155.63
WSP USA INC	PLANNING/WSP	362317	3/2/2023	1,745.37
ACTION TARGET INC	TRAINING TARGETS	362318	3/2/2023	1,039.81
CALLYO 2009 CORP	12 MO BASIC INVESTIGATIONS SYSTEM	362319	3/2/2023	2,822.40
FARO TECHNOLOGIES INC	LASER SCANNER SYSTEM / PD	362320	3/2/2023	74,162.86
FON JON PET CARE CENTER	BOARD AND CARE FOR CANINE	362321	3/2/2023	732.71
L C ACTION POLICE SUPPLY	PEPPERBALL INERT	362322	3/2/2023	4,087.33
OLD TOWN TROLLEY TOURS	PARKS PASS GRANT/OLD TOWN TROLLEY/LIBRARY	362323	3/2/2023	1,050.00
SAFARILAND, LLC	PE SUPPLIES	362324	3/2/2023	846.08
TABARES	RFW/LUIS TABARES	362325	3/2/2023	428.00
TRI TECH FORENSICS INC	PE SUPPLIES	362326	3/2/2023	3,010.45
WORTHINGTON DIRECT HOLDINGS	RECEPTION FURNITURE / PD	362327	3/2/2023	5,045.57
			A/P Total	716,300.99
WIRED PAYMENTS				
ADMINSURE INC	WORKERS' COMPENSATION REPLENISH ACCOUNT	261813	3/2/2023	108,550.61
SECTION 8 HAPS	Start Date	End Date		
	2/24/2023	3/2/2023		1,156,764.09
		GRAND TOTAL		\$ 1,981,615.69



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #36 for the period of 3/03/23 through 3/09/23 in the amount of \$3,859,495.81.

RECOMMENDATION:

Ratify Warrants Totaling \$3,859,495.81

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 3/03/23 – 3/09/23. 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>
Kaiser Foundation HP	362374	236,243.98	Group No.104220 – April 2023
Public Emp Ret System	230303	292,823.65	Service Period 2/7/23 – 2/20/23
City of San Diego	234153	1,784,109.00	Metropolitan Sewerage System FY23

FINANCIAL STATEMENT:

Warrant total \$3,859,495.81

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. 36



WARRANT REGISTER # 36
3/9/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
4 IMPRINT INC	4IMPRINT/PARKS PASS GRANT/TOTE BAGS/FY23	362328	3/8/2023	602.37
ALLSTATE SECURITY	ALLSTATE/SECURITY GUARD JANUARY/FY23	362329	3/8/2023	4,784.58
ALPHA CARD	ALPHA CARD/LIBRARY CARD COMBO/FY23	362330	3/8/2023	2,446.88
AMAZON CAPITAL SERVICES, INC.	AMAZON/PARKS PASS GRANT/SUPPLIES/FY23	362331	3/8/2023	215.77
BAKER & TAYLOR	BOOKS - LIBRARY / FY23	362333	3/8/2023	2,838.67
CALIFA GROUP	RFW/CALIFA/PRONUNCIATOR SUBSCRIPTION/LIBRARY	362334	3/8/2023	1,995.00
CHAPEL	REIMBURSEMENT - CITY COUNCIL MEETING EXPENSE	362335	3/8/2023	405.36
DISPLAYS2GO	DISPLAYS2GO/POSTER STAND/SUPPLIES/FY23	362336	3/8/2023	120.47
EBSCO INFORMATION SERVICES	EBSCO/MAGAZINE AND NEWSPAPER SUBSCRIPTION	362337	3/8/2023	6,036.68
MANGO LANGUAGES	MANGO LANGUAGES SUBSCRIPTION RENEWAL	362338	3/8/2023	4,429.85
MATRIX DEVELOPMENT LLC	MATRIX DEVELOPMENT/DATABASE MAINTENANCE	362339	3/8/2023	1,225.00
MIDWEST TAPE, LLC	MIDWEST TAPE/DVDS/FY23	362340	3/8/2023	1,632.30
NEW READERS PRESS	NEW READERS PRESS/LITERACY SERVICES/SUPPLIES	362341	3/8/2023	3,922.12
OFFICE SOLUTIONS BUSINESS	OFFICE SOLUTIONS/CLLS GRANT/LITERACY SERVICES	362342	3/8/2023	1,314.90
OMNI PACIFIC	CRIME ANALYST OFFICE FURNITURE / PD	362343	3/8/2023	8,340.81
PROFESSIONAL SEARCH GROUP LLC	TEAM STAFF-DANIEL GONZALEZ / SECTION 8	362344	3/8/2023	4,560.00
SIRSIDYNIX	SIRSI DYNIX/HORIZON SAAS SIP2 INTERFACE/LIBRARY	362345	3/8/2023	770.00
STAPLES BUSINESS ADVANTAGE	MOP 45704/STAPLES/ESL GRANT/OFFICE SUPPLY	362346	3/8/2023	1,069.83
T'S & SIGNS	T'S& SIGNS/A KIMBALL HOLIDAY/CANOPY WALL	362347	3/8/2023	511.13
VERITONE, INC.	EDITING / REDACTION SERVICE	362348	3/8/2023	17,750.00
WORTH AVE GROUP, LLC	WORTH GROUP/INSURANCE POLICY/25 LENOVO	362349	3/8/2023	600.00
ACE UNIFORMS & ACCESSORIES INC	WRK-FP62BK-36X30-BLK:FP62BKDUAL/FIRE	362350	3/9/2023	1,591.57
ALDEMCO	FOOD / NUTRITION CENTER	362351	3/9/2023	2,987.01
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	362352	3/9/2023	823.17
AMAZON	SUPPLIES FOR REC CENTER AND MLK OFFICE	362353	3/9/2023	752.54
AMAZON	SENIOR PROGRAMMING SUPPLIES	362354	3/9/2023	37.32
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 02/01/23	362355	3/9/2023	391.74
BROADWAY AUTO GLASS	OFF-SITE WINDOW TINT FY23-PW/EQUIPMENT	362356	3/9/2023	641.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / FINANCE	362357	3/9/2023	210.06
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	362358	3/9/2023	3,200.00
COLANTUONO HIGHSMITH	PROFESSIONAL SERVICES - CAO	362359	3/9/2023	1,365.00
COZZINI BROS., INC.	KNIFE/DELI SLICER/CAN OPENER SHARPENING	362360	3/9/2023	36.00
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY23-PW/STREETS	362361	3/9/2023	13,390.68
DEVANEY PATE MORRIS & CAMERON	CONTRACT # CA-00038 - LEGAL SERVICES	362362	3/9/2023	4,025.00
ESGIL LLC	BUILDING/ESGIL	362363	3/9/2023	8,140.51
FERGUSON ENTERPRISES	MOP 45723 GENERAL SUPPLIES- PW	362364	3/9/2023	1,060.37
FIRE ETC	FIRE SAFETY STATION BOOTS/FOOTWR FOR/FIR	362365	3/9/2023	592.69
FLORES CLARK	REIMBURSEMENT FOR PURCHASE OF FLOWERS	362366	3/9/2023	40.92
FORCE SCIENCE INSTITUTE LTD	TRAINING TUITION SEWARD	362367	3/9/2023	1,650.00
GALINDO ROJAS	UTILITY WAGON	362368	3/9/2023	70.03
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX: OCTOBER- DEC	362369	3/9/2023	3,254.74
HEALTH NET INC	GRP. #LB439A - MARCH 2023	362370	3/9/2023	24,287.08
INLAND KENWORTH INC	COOLER-OIL W/ NOTCHED BRKT FY23- PW/EQUIP	362371	3/9/2023	4,362.95
JASMUND	LICENSE REIMBURSEMENT	362372	3/9/2023	53.00
JOHNSON	CITATION REFUNDS - FEBRUBARY 2023	362373	3/9/2023	80.00
KAISER FOUNDATION HEALTH PLAN	GROUP NO.104220 - APRIL 2023	362374	3/9/2023	236,243.98
LARIOS	CITATION REFUNDS FEBRUARY 2023	362375	3/9/2023	80.00
MASON'S SAW	RESCUE SAW / FIRE	362376	3/9/2023	4,178.87



**WARRANT REGISTER # 36
3/9/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCMILLION	CITATION REFUNDS - FEBRUARY 2023	362377	3/9/2023	35.00
MEDINA	CITATION REFUNDS- FEBRUARY 2023	362378	3/9/2023	35.00
MES CALIFORNIA	K01160, ROPE, NE 1/2 KM III, RED 600 / FIRE	362379	3/9/2023	2,070.80
MIRAMAR BOBCAT INC	CITY VEHICLE MAINTENANCE FY23- PW/EQUIP	362380	3/9/2023	742.13
MORRISON	REIMBURSEMENT FOR OFFICE SUPPLIES	362381	3/9/2023	169.37
NADHIM	BUILDING/RFW NADHIM NOOR	362382	3/9/2023	526.20
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES- PW	362383	3/9/2023	35.26
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362384	3/9/2023	186.34
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	362385	3/9/2023	1,197.80
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SERVICE - EMILY PORTES	362386	3/9/2023	3,112.20
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/FINANCE/CATHERINE BAUTISTA	362387	3/9/2023	1,424.28
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	362388	3/9/2023	827.00
RED WING SHOES STORE	WORK BOOTS FY23- PW/STREETS	362389	3/9/2023	400.00
SAN DIEGO MECHANICAL ENERGY	DUCT INSULATION FY23-PW/FACILITIES	362390	3/9/2023	8,665.58
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT LOZANO MORRISON / PD	362391	3/9/2023	46.00
SASI	MONTHLY TRUST ACCOUNTING	362392	3/9/2023	112.50
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY23	362393	3/9/2023	19.66
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	362394	3/9/2023	332.20
SMART & FINAL	MOP 45756 CASA YOUTH SNACKS	362395	3/9/2023	319.45
SOLANA CENTER	RSWA - SB 1383 COMPLIANCE SUPPORT SERVICES	362396	3/9/2023	4,325.00
SPEEDPRO IMAGING	2022 FORD F550 VEHICLE VINYL FY23- PW/EQ	362397	3/9/2023	564.84
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES- PW	362398	3/9/2023	5,498.49
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23 DEC-FEB	362399	3/9/2023	1,996.74
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES- PW	362400	3/9/2023	467.06
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	362401	3/9/2023	429.05
THE STAR NEWS	PLANNING/THE STAR NEWS	362402	3/9/2023	228.07
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY23 - PW	362403	3/9/2023	109.33
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	362404	3/9/2023	560.72
WIGGINS	TRAVEL EXPENSE REPORT	362405	3/9/2023	2,373.98
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES- PW	362406	3/9/2023	53.91
WOODRUFF, SPRADLIN & SMART APC	RSWA - GENERAL MANAGER MONTHLY SERVICES	362407	3/9/2023	2,835.50
			A/P Total	418,817.41
WIRED PAYMENTS				
U S BANK	RFW/U.S. BANK/CANVA/SUBSCRIPTION RENEWAL	72952	3/8/2023	218.41
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 02/07/2023 - 02/20/2023	230303	3/3/2023	292,823.65
CITY OF SAN DIEGO	METROPOLITAN SEWERAGE SYSTEM FY23	234153	3/8/2023	1,784,109.00
CITY NATIONAL BANK	ENERGY RETROFIT PROJECT LEASE PMT #52 LEASE	242616	3/7/2023	43,101.10
U S BANK	CREDIT CARD PAYMENT FOR S MORA /FIRE	256398	3/9/2023	1,370.79
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY23 FEB-MAR -PW	512792	3/3/2023	41,878.30
U S BANK	TRAINING CREDIT CARD / PD	532436	3/3/2023	17,286.50
U S BANK	FEBRUARY US BANK STATEMENT / CSD	786379	3/7/2023	2,153.36

<u>PAYROLL</u>	<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	<u>AMOUNT</u>
	6	2/21/2023	3/6/2023	3/15/2023	1,257,737.29

GRAND TOTAL **3,859,495.81**



AGENDA REPORT

Department: Police Department
Prepared by: Chris Sullivan, Captain
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Requesting approval of a Resolution receiving the 2022 Annual Military Equipment Use Report, authorizing the purchase of additional military equipment, and updating Military Equipment Use Policy as required by AB 481.

RECOMMENDATION:

To approve the Resolution entitled, Resolution of the City Council of the City of National City, California, Receiving the 2022 Annual Military Equipment Use Report, Authorizing the Purchase of Additional Shotguns for Less-Lethal Conversions, Ammunition, Sniper Rifles, and Less-Lethal Projectiles, and Updating the Police Department’s Military Equipment Use Procedure as Required by AB 481.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Staff recommends the Mayor and City Councilmembers approve the proposed Assembly Bill 481 Military Equipment Annual Report, titled “National City Police Department AB 481 2022 Annual Report” and authorize the purchase of additional military equipment to include forty shotguns to be converted to less lethal shotguns, two sniper rifles, ammunition, and less lethal projectiles.

Under current adopted legislation of Assembly Bill 481, this Annual Report complies with the established guidelines for California Government Code Section 7072, which outlines the requirements for the use, training, approval, and procurement of existing “military equipment” and future military equipment acquisitions in accordance with California Assembly Bill 481 (AB-481), codified in California Government Code sections 7070-7075. Additionally, this procedure outlines the fiscal impact and specific descriptions of existing military equipment within the Department’s inventory.

FINANCIAL STATEMENT:

Appropriations for the purchase of this equipment, estimated at \$35,000, is included in the Police Department’s budget.

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. Also posted to the department's website, social media and a public hearing held (April 11, 2023) within 30 days of the Council meeting.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – AB 481 Staff Report 2022

Exhibit B – National City Police Department AB 481 2022 Annual Report

Exhibit C – 2023 MILITARY USE EQUIPMENT Inventory

Exhibit D – NCPD Policy 706 with Equipment list 3.2022

Exhibit E – Policy 706

Exhibit F – Procedure 706

Exhibit G – Resolution 2023



DATE: March 15, 2023

TO: Mayor and City Councilmembers

FROM: Christopher A. Sullivan, Captain

SUBJECT: **STAFF REPORT: AB 481 - City Council’s approval of the Annual Military Equipment Report and Authorization for the Purchase of Additional Military Equipment**

SUMMARY

Staff recommends the Mayor and City Councilmembers approve the proposed Assembly Bill 481 Military Equipment Annual Report, titled “National City Police Department AB 481 2022 Annual Report” and authorize the purchase of additional military equipment to include forty shotguns to be converted to less lethal shotguns, two sniper rifles, ammunition, and less lethal projectiles, and updating the Police Department’s Military Equipment Use Procedure as required by AB 481.

Under current adopted legislation of Assembly Bill 481, this Annual Report complies with the established guidelines for California Government Code Section 7072, which outlines the requirements for the use, training, approval, and procurement of existing “military equipment” and future military equipment acquisitions in accordance with California Assembly Bill 481 (AB-481), codified in California Government Code sections 7070-7075. Additionally, this procedure outlines the fiscal impact and specific descriptions of existing military equipment within the Department’s inventory.

BACKGROUND

On September 30, 2021, the Governor of the State of California approved AB-481 requiring law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy. The National City Police Department is required to seek City Council approval of their military equipment use procedure by ordinance at a regular open meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

Assembly Bill 481 allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The ordinance is subject to annual City Council

review to determine whether, based on an annual military equipment report, the standards set forth in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for particular military equipment where standards have not been met, or require modifications to this military equipment use procedure to address any non-compliance with standards.

Finally, Assembly Bill 481 requires publication of this military equipment use procedure and the annual military equipment report on the Department's website. The military equipment use procedure must be posted on the website at least 30 days prior to the Council meeting.

The National City Mayor and City Council approved in Resolution #2022-35 "National City Police Department Policy 706 - Military Equipment, and Procedure 706 - Military Equipment Inventory for the use of military equipment as mandated by California Assembly Bill 481 in 2022.

FISCAL IMPACT

The below items are being requested for approval as required by AB 481: The costs are estimated with tax and shipping costs and will be purchased with general funds.

Two (2) Accuracy International AT rifles - \$11,000

Forty (40) Remington 870 Shotguns - \$ 25,000

Tactical TRU .308 rifle ammunition - \$2,500

12 Gauge Less Lethal Munitions - \$8,500

'Sabre' Glass Breaker - \$200

'Sabre' less lethal projectiles - \$3,500

INSURANCE REQUIREMENTS

No insurance requirements

BINDING REQUIREMENTS

The National City Police Department retains and employs a wide variety of "military equipment" to assist in safely achieving the furtherance of its mission statement to maintain public safety by providing the highest quality police services to our community. While the inventory of military equipment is varied, the mere possession of the equipment does not warrant its use for every incident.

Per California Assembly Bill 481, without the approval of the of Annual Use Report as well as the National City Policy 706 and Procedure 706, the police department will be unable to equip police officers responding to critical incidents.

RECOMMENDATION

Staff recommends the resolution of City Council of the City of National City authorizing the City Council to approve National City Police Department AB 481 Annual Report in its entirety and authorize the purchase of the additional military equipment being requested.

Draft proposed 2022
Annual Report for
public view regarding
the compliance of
Assembly Bill 481,
which requires public
viewing.



National City Police Department

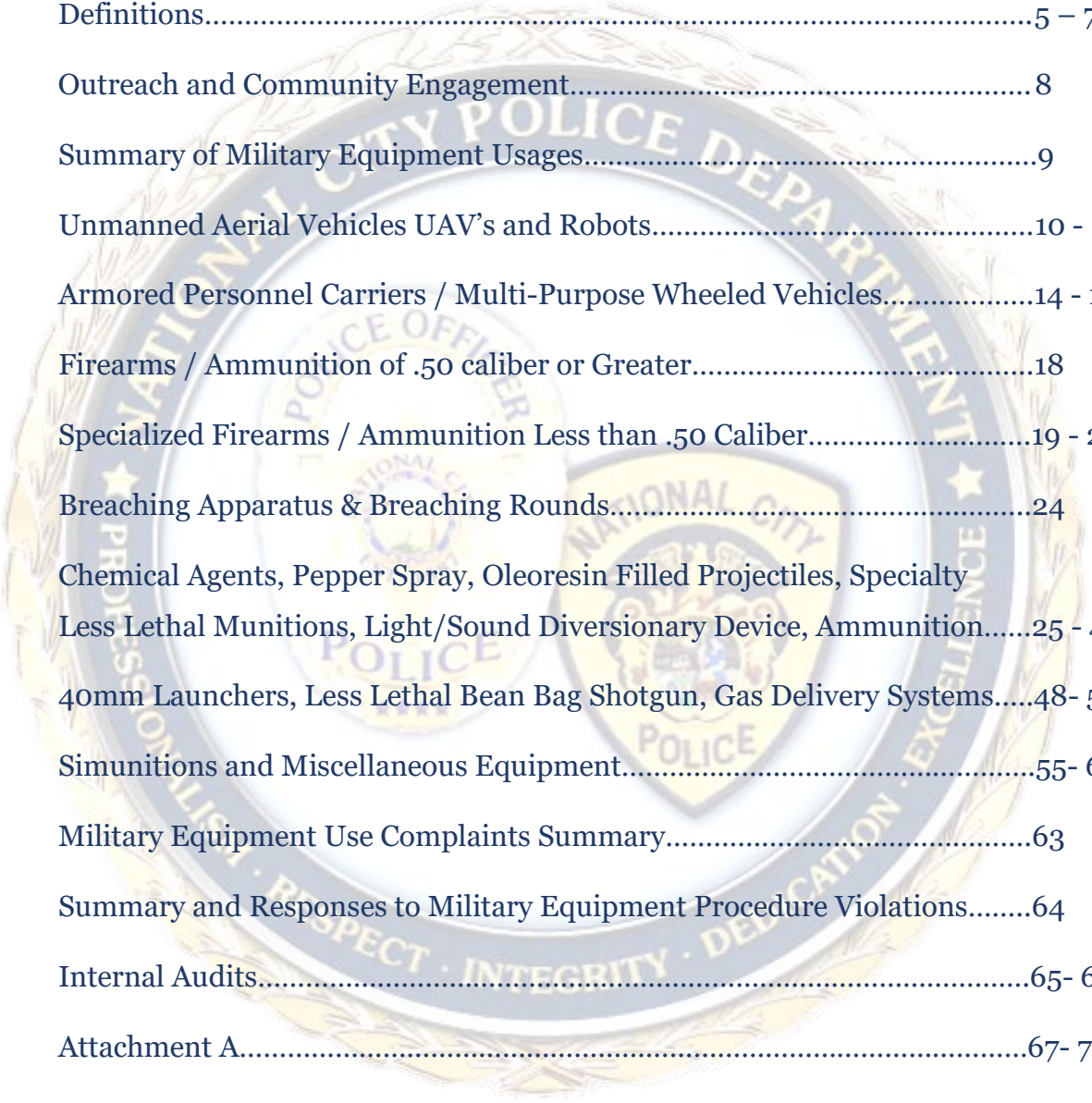
Annual Military Equipment Use Report

March 2, 2022 – March 1, 2023

Chief Jose M. Tellez - 1200 National City Boulevard, National City, CA 91950



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Executive Summary

On September 30, 2021, California Governor Gavin Newsom approved Assembly Bill 481, requiring law enforcement agencies to obtain approval from the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy. The National City Police Department is required to seek City Council approval of their Military Equipment Use Policy at a regular open meeting prior to taking certain actions relating to the funding, acquisition, and use of military equipment.

Assembly Bill 481 allows the governing body to approve the funding, acquisition, and use of military equipment within its jurisdiction, only if it determines that the military equipment meets specified standards. The Military Equipment Use Policy is subject to City Council review to determine whether the standards set forth in Assembly Bill 481 have been met, based upon an Annual Military Equipment Use Report.

Finally, Assembly Bill 481 requires publication of the Military Equipment Use Policy and the Annual Military Equipment Use Report on the Department's website.

Assembly Bill 481

California Government Code section 7072 states the following:

(a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
 - (b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

In addition to maintaining the highest levels of public safety, The National City Police Department is committed to transparency, public trust, community partnerships, and compliance with the law. As such, the Department has authored the following 2022 Annual Military Equipment Use Report in accordance with annual reporting requirements set forth in California Government Code section 7072.

Introduction

The National City Police Department possesses and utilizes a variety of equipment to safely resolve critical incidents and restore public safety. Some of the equipment is categorized as “military equipment” according to Assembly Bill 481. The use of such equipment may greatly assist the department in the furtherance of its mission. The National City Police Department’s Mission; “In partnership with our community, the National City Police Department is committed to providing the highest level of service and public safety. We will pursue this commitment with an unwavering resolve while always respecting the rights and dignity of those we serve.” While the inventory of military equipment varies, the use may not be necessary for every incident.

The National City Police Department recognizes that critical incidents can be unpredictable and very dangerous to both officers and the community. Therefore, having a variety of equipment options may assist incident commanders, specialized units and officers in bringing those incidents to a swift and safe resolution. The use of military equipment is restricted to certain instances and in some cases only by certain officers and/or units. The use of the Department’s military equipment is continuously evaluated and the use of such equipment by department personnel is influenced by the totality of the circumstances, public safety, officer safety, civil rights, State law, and information available at the time of the equipment’s use.

It is incumbent upon incident commanders, supervisors, individual officers, and specific specialized units to recognize the particular circumstances wherein military equipment should be employed to enhance the safety of the public and officers, and to bring a critical incident to a safe resolution.

This Annual Military Equipment Use Report outlines a summary of military equipment usage guidelines, inventory, fiscal impact, complaints, and reported concerns for the time period of March 2, 2022 – March 1, 2023.

Definitions

Pursuant to AB-481, the following definitions are applicable only to the Department's current military equipment inventory and potential future military equipment acquisitions for operational needs. (For a more detailed list, refer to Government Code section 7070, for "military equipment" as defined within the Assembly Bill.)

"Governing body" means the National City, City Council and Mayor.

"Military equipment" means the following:

1. Unmanned Aerial Vehicles (UAV's) and Robots: Unmanned, remotely piloted, powered aerial or ground vehicles. This definition applies to the Department's inventory of small Unmanned Aircraft Systems (sUAS) and SWAT robots.
2. Armored Personnel Carrier: Commercially produced wheeled personnel carrier used for law enforcement purposes.
3. Multi-Purpose Wheeled Vehicles: Command and Control vehicles that are either built or modified to facilitate the operational control and direction of public safety units. This definition applies to the following vehicles:
 - a. Mobile Command Vehicle
 - b. Crisis Negotiations Team (CNT) Van
 - c. Sky Watch Tower
4. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this definition. This definition applies to all of the Department's inventory of breaching shotguns, and breaching shotgun rounds, which are all maintained by the SWAT team.
5. Ammunition of .50 Caliber or Greater: however, standard issue shotgun ammunition is specifically excluded from this definition.
6. Specialized Firearms / Ammunition less than .50 Caliber: including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50

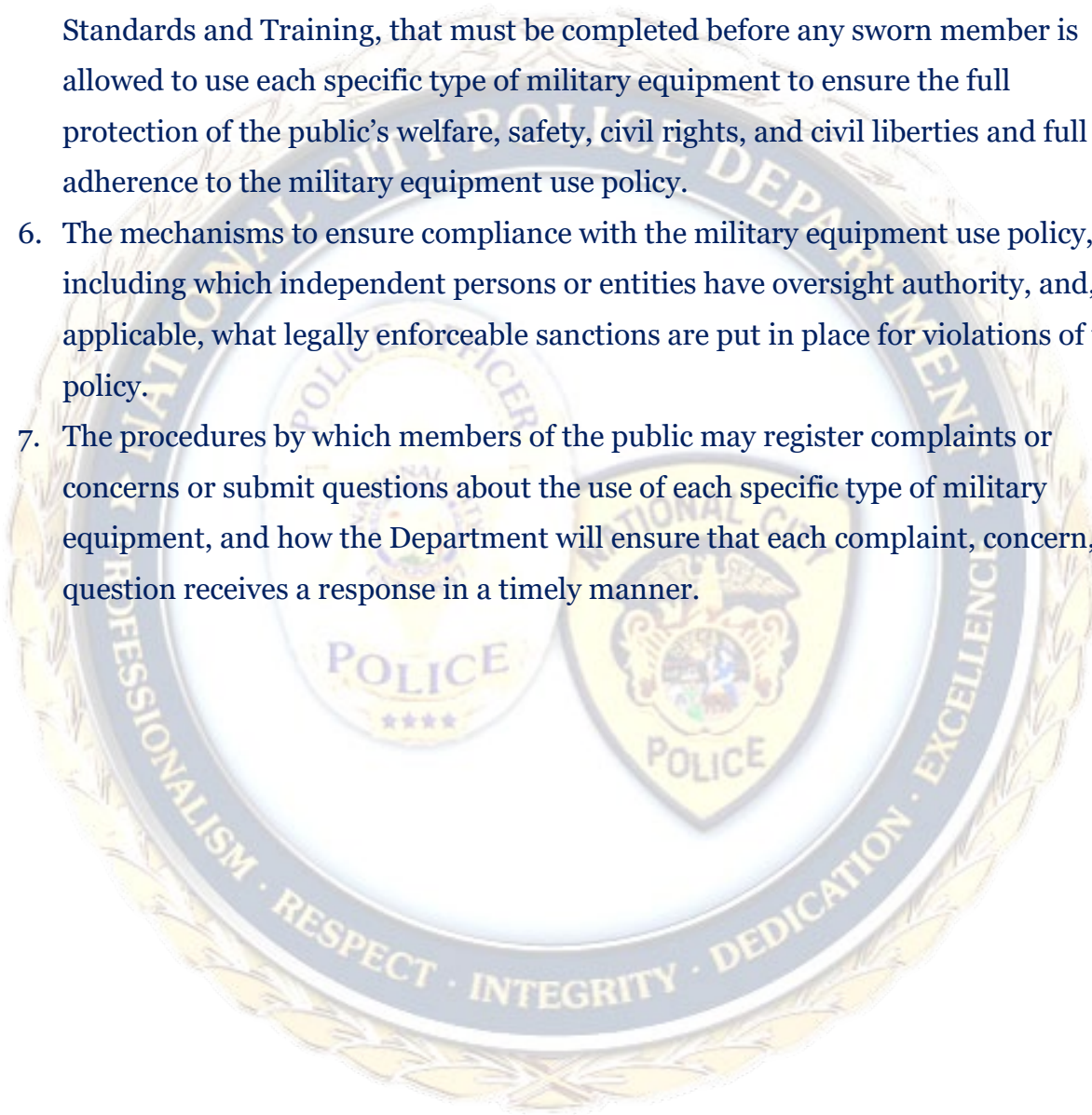
caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

7. Any firearm or firearm accessory that is designed to launch explosive projectiles.
8. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray. This definition applies to all of the Department's inventory of flashbangs, pepper ball launchers and related ammunition. Additionally, this definition applies to all of the Department's inventory of various chemical agents and chemical agent delivery systems maintained by the SWAT Unit. These delivery systems are capable of dispersing chemical agents via burning, expulsion, liquid, or fog.
9. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons. This definition applies to all of the Department's inventory of 40 mm projectile launchers, which include 40 mm multi-launchers and bean bag shotguns, as well as all associated munitions. This definition also applies to the Department's inventory of SIM ammunition and SIM modified weapons utilized by the SWAT Unit, In-Service Training Unit, and Police Academy for training.
10. Any other equipment as determined by a governing body or a state agency to require additional oversight.
11. "Military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

"Military equipment use policy" refers to the National City Police Department Policy and Procedure and means a publicly released, written document governing the use of military equipment by the Department that addresses, at a minimum, all of the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
2. The purposes and authorized uses for which the Department proposes to use each type of military equipment.

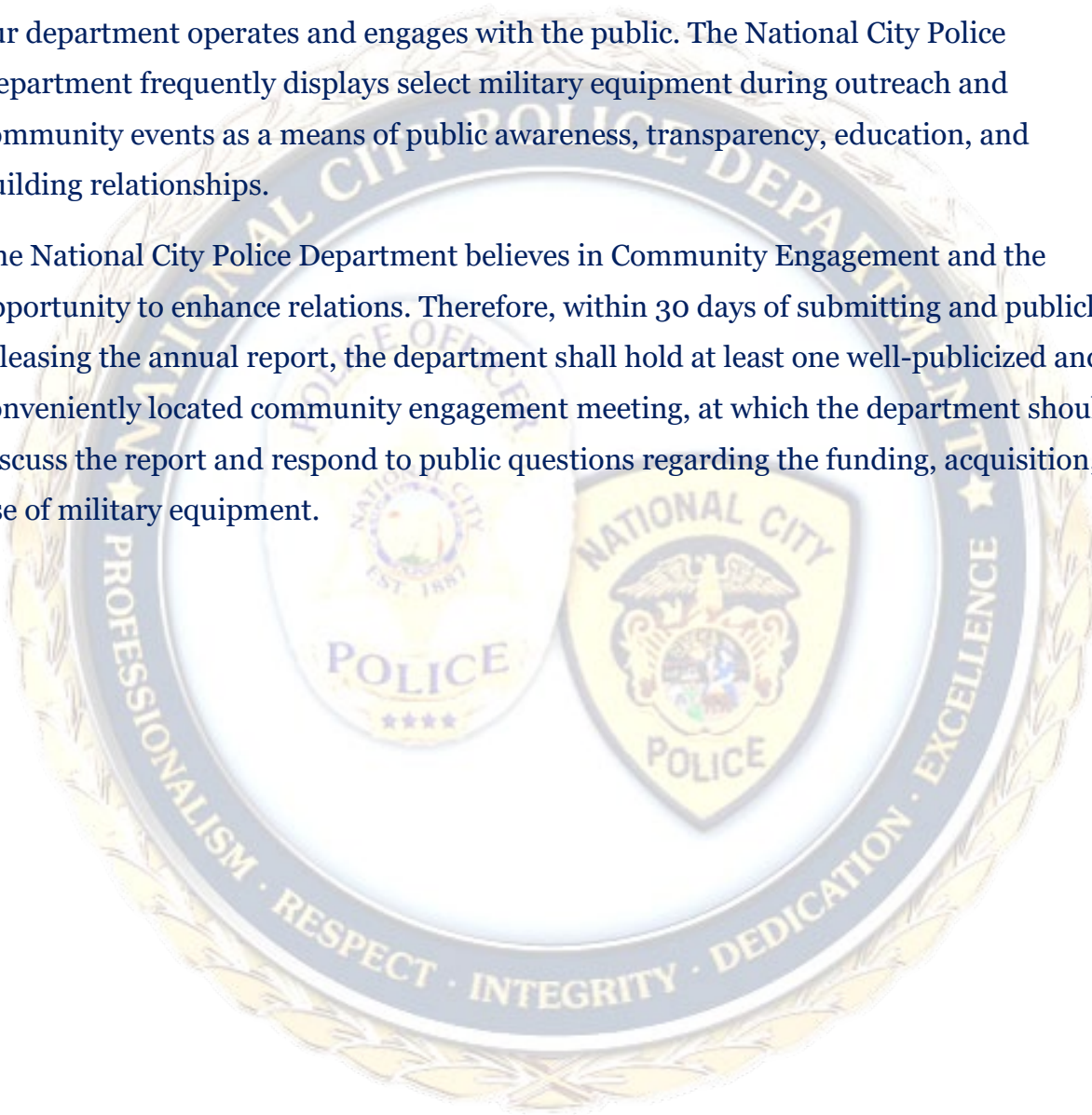
3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any sworn member is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. The procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the Department will ensure that each complaint, concern, or question receives a response in a timely manner.



Community Engagement and Outreach

The National City Police Department is committed to being “A trusted community partner since 1887” with the community of National City. As the department aspires to enhance our community relationships, we want to ensure we are transparent in the way our department operates and engages with the public. The National City Police Department frequently displays select military equipment during outreach and community events as a means of public awareness, transparency, education, and building relationships.

The National City Police Department believes in Community Engagement and the opportunity to enhance relations. Therefore, within 30 days of submitting and publicly releasing the annual report, the department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



Summary of Military Equipment

The National City Police Department's inventory of military equipment is varied and may fluctuate regularly, in particular the consumable items such as ammunition, chemical agents, or less lethal systems. This fluctuation in the inventory is based on several factors such as use for training, maintenance, deterioration, expiration, and manufacturer's guidelines for replacement. The National City Police Department recognizes that critical incidents are unpredictable and can be very dynamic in nature, and the mere possession of the military equipment does not warrant its use for every incident. A variety of military equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a peaceful resolution in a peaceful and safe manner. The use of military equipment is restricted for use only in certain instances and in some cases only by certain units or officers trained and certified for its use.

The following sections outline the various types, descriptions, and guidelines for the use of military equipment from March 2, 2022 – March 1, 2023.

(Note): Source photos and/or descriptions provided of some of the military equipment items have been found using open source public websites. These photos and manufacturer descriptions are not endorsements of the product, manufacturer or vendor by the National City Police Department or the City of National City.

— *The following is the inventory data for the Military Equipment Use by category:*

Small Unmanned Aerial Vehicle (sUAV)

DJI Mavic Pro

Description: Small UAS Quadcopter

Quantity: One (1)

Capability: Search and Rescue, Exigent Searches, Visual Aid at Long Distance

Purpose: Unmanned aerial systems are utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial cost to purchase and outfit a single sUAV was \$1,500 (estimate)

Recurring Costs: Zero (0)

Maintenance Costs: \$100.00 estimated annually

Funding Source: These sUAV's were purchased with General funds, however, grant funding could be used in the future if available.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



DJI Phantom 4 PRO

Description: Small UAS quadcopter

Quantity: Two (2)

Capability: Search and rescue, exigent searches, visual aid at long distance, tactical deployments.

Purpose: Unmanned aerial systems are utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial cost to purchase and outfit a single sUAV was \$2,200 (estimate).

Recurring Costs: Zero (0)

Maintenance Costs: \$100.00 (estimated annually)

Funding Source: These sUAV's were purchased with General funds, however, grant funding could be used in the future if available. All maintenance and training costs are covered by General funds.

Planned Future Acquisitions: The Department is currently researching alternate sUAV's to replace the current sUAV's.



Sky Hero Loki 2.0

Description: Small UAS Quadcopter

Quantity: One (1)

Capability: Search and rescue, exigent searches, visual aid at long distances.

Purpose: Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There have been no unauthorized usages of this piece of equipment during this reporting period.

Costs: Initial Cost: \$12,000 (fully outfitted)

Recurring Costs: N/A

Maintenance Costs: \$100.00 estimated annually

Funding Source: This sUAV will be purchased using Grant funding and/or other funding source, however, the unit has not been received from the manufacturer as of this report.

Planned Future Acquisitions: The department is still waiting to purchase and receive this item.



Photo Source: sky-hero.com/products/loki-mkii/

Small Unmanned Tracked Robots

Avatar Robot

Description: Small, tracked, remote controlled robot.

Quantity: One (1).

Capability: Remote controlled, portable tracked robot capable of assessing the dangers of a situation by its ability to maneuver through difficult terrain and provide feedback to the operator.

Purpose: To safely assess a situation for tactical advantage and protect lives.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial cost of the unit was \$21,000

Recurring Costs: Zero (0)

Maintenance Costs: N/A

Funding Source: This unit was purchased with grant funding.

Planned Future Acquisition: The Department is currently researching alternate robots to replace the current robot.



Photo Source: <https://robotex.com>

Armored Personnel Carriers / Multi-Purpose Wheeled Vehicles

Ballistic Armored Tactical Transport

Description: Ballistic Armored Tactical Transport (BATT) – features a high hard ballistic steel hull based on the Ford F-550 Super Duty commercial chassis. The conventional layout of the vehicle houses the engine in the front, crew cab in the center and troop compartment at the rear. The forward cabin of the vehicle is protected by a two-piece windshield with sun band.

Quantity: One (1)

Capability: BATT can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.

Purpose: The armored vehicle is designed to carry 12-14 officers, depending on the size of the operators and the amount of gear. The vehicle was created for law enforcement agencies and tactical teams to carry out rescue operations in a variety of settings.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$227,000

Re-Occurring Costs: Zero (0)

Maintenance Costs: \$1,000

Funding Source: This unit was purchased with a combination of General funds and Grant funds.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Mobile Command Vehicle

Description: Mobile Command Vehicle (MCV) is a custom-built mobile command post vehicle with multiple forms of communications ability as well as Computer Aided Dispatch (CAD) capabilities. The unit can act as a mobile Emergency Operations Center in the event of an emergency.

Quantity: One (1)

Capability: As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.

Purpose: Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$340,000

Re-Occurring Costs: Zero (0)

Maintenance Costs: \$1,500

Funding Source: This unit was purchased with a combination of General funds and Grant funds.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Crisis Negotiations Team Van

Description: 2020 Ford Transit 3500 Custom Build-out

Quantity: One (1)

Capability: The Crisis Negotiations Team Vehicle is a vehicle that houses the Command and Control element for Emergency Negotiators during a critical incident. The vehicle is equipped with communications equipment to assist with the mission.

Purpose: To be utilized for critical incident callouts for Crisis Negotiations Team and support services.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$138,000

Re-Occurring Costs: Zero (0)

Maintenance Costs: \$500

Funding Source: This unit was purchased with General funds.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



SkyWatch Tower

Description: Sky Watch Portable Observation Tower

Quantity: One (1)

Capability: Portable and rapidly deployable, it provides a strategic perspective and symbolic deterrent. Customize payload with pan-tilt IR, night vision, visible-light cameras, in-cab controls, ground radar, monitors, and NVR, and searchlights. Designed for crowd control, high-crime area monitoring, and missing person command post.

Purpose: Parking Lot Surveillance and Detection Perimeter Protection, High Crime Area Monitoring, Major Venue Crowd Control, Missing Person Command, Flight Line Protection Gate, Over Watch Perimeter Protection, High Value Equipment Protection.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$220,000

Re-Occurring Costs: Zero (0)

Maintenance Costs: \$500

Funding Source: This unit was purchased with Grant funding in 2021.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Photo Source: <https://www.flir.com/products/skywatch>

Firearms

Firearms / Ammunition of .50 Caliber or Greater

The Department's current inventory does not include any firearms or ammunition of .50 caliber or greater.



Specialized Firearms / Ammunition Less than .50 Caliber

Colt M4 Carbine

Description: Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)

Quantity: Fifty-five (55)

Capability: The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle in standard configuration.

Purpose: The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Unit Cost: \$1,500.00

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost per unit.

Funding Source: These units were purchased with General funds.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Photo source: <https://www.colt.com/detail-page/colt-le6920-carbine-223556-161-301-pmag-mbus-4-pos-stk-blk>

Colt M4 Carbine CQB

Description: Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)

Quantity: Fifteen (15)

Capability: The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.

Purpose: The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$1,500

Re-Occurring Costs: Zero

Maintenance Costs: \$100.00 estimated annual cost per unit

Funding Source: These units were purchased with general funding.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year. These units are in the process of being decommissioned and will be removed from our inventory during this reporting period.



Photo Source: <https://armsunlimited.com/colt-5.56mm-semi-auto-10.3-barrel-cqb-rifle/>

Daniel Defense V4S Rifle

Description: Daniel Defense DDM4V7S 11.5", select fire, 5.56mm, select fire with M-LOK rail Carbine Rifle (.223/5.56)

Quantity: Sixteen (16)

Capability: The Daniel Defense V4S Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.

Purpose: The Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$2,200.00 each w/accessories

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost per unit

Funding Source: These units were purchased using General funds.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Photo Source: <https://danieldefense.com/ddm4-v4s.html>

Remington 700 Rifle

Description: Remington 700 .308 Cal Rifle

Quantity: Six (6)

Capability: Long Range Precision Shooting

Purpose: The Remington 700 is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: Unit cost \$999.95

Re-Occurring Costs: Zero (0)

Maintenance Costs: \$100.00 estimated annual cost per unit

Funding Source: These units were obtained using General funds.

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year. These units are in the process of being decommissioned and will be removed from our inventory during this reporting period if new rifles are authorized and purchased.



Photo Source: Actual item not pictured as the manufacturer has updated the product: <https://www.remarms.com/rifles/bolt-action/model-700/model-700-alpha-1>

Accuracy International AT

Description: .308 Accuracy International AT Bolt Action Rifle

Quantity: Two (2)

Capability: Long Range Precision Shooting

Purpose: The AIAT is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection. These rifles are for the exclusive use of the SWAT Team.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Unit Cost: \$4332.50

Re-Occurring Costs: \$1000 every 5 years.

Maintenance Costs: \$100.00 estimated annual cost per unit

Funding Source: These units were purchased with General funds.

Planned Future Acquisitions: The department is requesting the addition of two (2) rifles to the current inventory in order to replace the aging Remington 700 rifles. Refer to Attachment A.



Breaching Apparatus & Breaching Rounds

CTS Shotgun Breaching Rounds

Description: CTS 2570 12 gauge breaching rounds

Quantity: 170

Capability: Capable of defeating locks, deadbolt locks, hinges and other type of doorway entry hardware

Purpose: Used to defeat locks, deadbolts, hinges and other types of doorway hardware and locking mechanisms, both inner and outer doors.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There have been no unauthorized usages of this piece of equipment during this reporting period.

Costs: Initial Cost: \$8.99 per unit

Re-Occurring Costs: Consumable item; replaced as needed

Maintenance Costs: Zero (0)

Funding Source: These units were purchased with General funds.

Planned Future Acquisitions: This item is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.combinedsystems.com/cts-breaching-munitions/>

Chemical Agents, Pepper Spray, Oleoresin Filled Projectiles, Specialty Less Lethal Munitions, Light/Sound Diversionary Device, Ammunition Spede Heat CS Gas Grenade

Description: Defense Technology, Speed-Heat Continuous Discharge Grenade, CS

Quantity: One-hundred nine (109)

Capability: Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole

Purpose: To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$25.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: Consumable item; replace as needed

Funding Source: These units were purchased with General funds.

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/spede-heat-continuous-discharge-chemical-grenade-cs/>

Han-Ball CS Grenade

Description: Defense Technology, Han-Ball Grenade, CS

Quantity: Five (5)

Capability: Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole.

Purpose: To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$34.50 cost per unit

Re-Occurring Costs: Zero (0)

Maintenance Costs: consumable item; replace as needed

Funding Source: These unites were purchased with General funds.

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/han-ball-grenade-cs/>

5230B CS Baffled Canister Grenade

Description: CTS, 5230B – CS Baffled canister Grenade, Pyro, Low Flame Potential

Quantity: Ten (10)

Capability: Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole

Purpose: To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$37.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: consumable item replace as needed

Funding Source: These units were purchased with General funds.

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.combinedsystems.com/product/5230b-cs-baffled-canister-grenade-pyro-low-flame-potential-2/>

40mm CS Ferret Liquid Rounds

Description: Defense Technology, Ferret 40mm Liquid Barricade Penetrator Round, CS

Quantity: Eight (8)

Capability: Can be launched via a 40mm launcher.

Purpose: To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$23.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: consumable item replace as needed

Funding Source: These units were purchased with General funds.

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/ferret-40-mm-liquid-barricade-penetrator-round-cs/>

Flameless Tri-Chamber CS Grenade

Description: Defense Technology, Flameless Tri-Chamber CS Grenade

Quantity: One-hundred one (101)

Capability: Internal Burn Safe (flameless); Indoor/ Attic Use

Purpose: To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$47.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: consumable item replace as needed

Funding Sources: These units were purchased using General funds.

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/flameless-tri-chamber-cs-grenade/>

OC Aerosol Grenade Fogger

Description: Defense Technology, OC Aerosol Grenade 1.3% Fogger, 1 oz. / 6 oz.

Quantity: Two (2)

Capability: Can be hand thrown or hand held

Purpose: To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$17.00 per unit

Re-Occurring Costs: Zero (0)

Maintenance Costs: consumable item replace as needed

Funding Source: These units were purchased using General funds.

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/oc-aerosol-grenade-1-3-fogger-1-ounce/>

OC Vapor Aerosol Grenade

Description: Defense Technology, OC Vapor Aerosol Grenade

Quantity: Five (5)

Capability: Can be hand thrown and deployed in a Munitions Pole

Purpose: To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost: \$43.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: consumable item replace as needed

Funding Sources: These items were purchased with General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/oc-vapor-aerosol-grenade/>

Pepperballs

Description: Pepperball LIVE-X

Quantity: One Thousand One Hundred Twenty Five (1125)

Capability: Deployed via a Pepper ball launcher.

Purpose: To safely resolve critical situations such as violent civil unrest or high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Cost: Initial Cost \$998.64 per container (375 count)

Re-Occurring Costs: N/A

Maintenance Costs: Consumable item replace as needed

Funding Source: These items were purchased using General fund

Planned Future Acquisitions: The department is requesting to purchase items from alternative manufacturers of “Pepperball” style projectiles. Refer to Attachment A.

Photo source: <https://shop.pepperball.com/products/pepperball-live-x>

Pepperball Glass Breaker

Description: Pepperball Glass Breaker Projectile, .68 caliber

Quantity: One Hundred Twenty (120)

Capability: This is a hard projectile which is used to break windows of vehicles and residences.

Purpose: This is a hard projectile which is used to break windows of vehicles and residences.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Cost: Initial Cost \$204.70 per container of 100 rounds

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These were purchased using the General fund

Planned Future Acquisitions: The department is requesting to purchase items from alternative manufacturers of “Pepperball” glass breaker projectiles. Refer to Attachment A.



Sting-Ball Grenades

Description: CTS, Model #9590 Sting-Ball Multi-Effect Grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets.

Quantity: Four (4)

Capability: Primarily used for crowd control in indoor and outdoor situations.

Purpose: To safely resolve critical situations such as violent civil unrest or high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$46.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: consumable item replace as needed

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.combinedsystems.com/product/9590-no-irritant-sting-ball-grenade-priced-individually-must-order-in-quantities-of-12/>

Low Roll II Distraction Device

Description: Defense Technology, Low Roll II, 11- Gram Non Reloadable Distraction Device

Quantity: Fourteen (14)

Capability: This intermediate less lethal specialty munition allows for sound diversion during tactical operations which allows for tactical advantage during high-risk situations.

Purpose: To safely resolve critical situations during high-risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: initial Cost: \$50.00 per unit

Re-Occurring Costs: consumable item replace as needed

Maintenance Costs: N/A

Funding Sources: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/low-roll-ii-11-gram-non-reloadable-distraction-device-high-humidity/>

CS Triple-Chaser

Description: Defense Technology, Triple-Chaser, Separating Canister CS

Quantity: Fifty (50)

Capability: This grenade can be hand thrown or launched from a delivery system.

Purpose: To safely resolve critical situations such as violent civil unrest or high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$50.00 per unit

Re-Occurring Costs: consumable item replace as needed

Maintenance Costs: N/A

Funding Source: The units were purchased General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/triple-chaser-separating-canister-cs/>

40mm Foam Baton Round

Description: Defense Technology, Multiple Foam Baton Round

Quantity: Ninety- eight (98)

Capability: Can be launched via a 40mm launcher.

Purpose: To safely resolve critical situations during high-risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$30.00 per unit

Re-Occurring Costs: consumable item replace as needed

Maintenance Costs: N/A

Funding Sources: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/multiple-foam-baton-round-40mm/>

40mm Sponge Baton Rounds

Description: CTS, 40mm Sponge, Smokeless Spin Stabilized, 4” Long

Quantity: Three (3)

Capability: Can be launched via a 40mm launcher.

Purpose: To safely resolve critical situations such as crowd control during riots

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$36.00 per unit

Re-Occurring Costs: consumable item replace as needed

Maintenance Costs: N/A

Funding Sources: These units were purchased using General funds

Planned Future Acquisition: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.combinedsystems.com/product/4557-40mm-sponge-smokeless-spin-stabilized-4-long/>

HC Smoke Canister

Description: Defense Technology, Maximum HC Smoke Military-Style Canister

Quantity: Five (5)

Capability: Can be hand thrown, deployed via robot, launched, or placed into a Munitions Pole

Purpose: To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$25.00 per unit

Re-Occurring Costs: consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/maximum-smoke-hc-military-style-canister/>

40mm Exact Impact Sponge Rounds

Description: Defense Technology, Exact Impact 40mm Standard Range Sponge Round

Quantity: Twelve (12)

Capability: This intermediate less lethal specialty munition allows for direct impact from a minimum range of 5ft./1.5m out to a maximum effective range 131ft / 40m.

Purpose: To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$20.00 per unit

Re-Occurring Costs: consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://www.defense-technology.com/product/exact-impact-40-mm-standard-range-sponge-round/>

12 Gauge Less Lethal Munitions

Description: Safariland 12 Gauge Drag Stabilized Round

Quantity: One Thousand One Hundred-five (1105) Rounds

Capability: This intermediate less lethal specialty munition allows for direct impact from a minimum range of 20ft. out to a maximum effective range of 75ft.

Purpose: To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

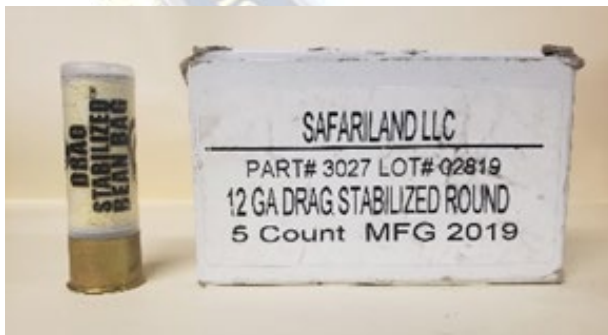
Costs: Initial Cost \$5.59 per round

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General Funds

Planned Future Acquisition: This items is a consumable item and needs to be replaced based on department use/training and shelf life. The department is currently researching additional manufactures of less lethal bean bag rounds. Refer to Attachment A.



12 Gauge Rifled Slug

Description: 12 Gauge Hollow Point Rifled Slug

Quantity: One Thousand Four Hundred Fifty (1450) Rounds

Capability: 12 Gauge

Purpose: To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$179.69 per 250 case

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.

In the past, the police academy has required these items for recruits, however, this is no longer a requirement. Therefore, these units are in the process of being decommissioned and will be removed from our inventory.



12 Gauge Low Recoil Rifled Slug

Description: Federal Premium 12ga Truball Low Recoil Rifled Slug HP

Quantity: One Hundred Sixty (160) Rounds

Capability: 12 Gauge

Purpose: To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Costs \$7.99 per box of 5 rounds

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.

In the past, the police academy has required these items for recruits, however, this is no longer a requirement. Therefore, these units are in the process of being decommissioned and will be removed from our inventory.



.223 Rifle Ammunition

Description: Federal Ammunition American Eagle

Quantity: Twenty seven Thousand Four Hundred Forty (27,440) Rounds

Capability: 223 Rem

Purpose: Maintaining Perishable Marksmanship Skills

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$219.82 per case of 500 rounds

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



.223 Rifle Ammunition

Description: Speer LE Gold Dot Duty Ammunition

Quantity: Twelve Thousand Five Hundred (12,500) rounds

Capability: Speer Ammunition

Purpose: To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$699.99 per case of 500 rounds

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: https://www.speer.com/LE/ammunition/gold_dot/

.308 Rifle Ammunition

Description: Federal Tactical Tru Ammunition

Quantity: Eight Thousand (8000) rounds

Capability: Caliber: 308 Win

Purpose: Long range precision rifle fire

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$499.00 per case of 500 rounds

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life. Refer to Attachment A.



Photo Source: <https://miwallcorp.com/federal-premium-ammunition-308-winchester-168-grain-tactical-tip-match-king-20-rounds-brass-case/>

.308 Rifle Ammunition

Description: Federal .308 caliber ammunition

Quantity: Two Thousand (2000) rounds

Capability: Caliber: 308 Win

Purpose: Long range precision rifle fire

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$439.00 per case of 500 rounds

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: These units will be decommissioned and removed from our inventory upon approval of the new industry standard ammunition.



40mm Single Launcher

Description: Defense Technology, 40MM LMT Tactical Single Launcher, Expandable Stock

Quantity: Four (4)

Capability: Deploying 40mm less lethal impact projectiles

Purpose: Deploying 40mm less lethal impact projectiles. Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$1,200.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Source photo: <https://www.defense-technology.com/product/40mm-lmt-tactical-single-launcher-expandable-stock/>

40mm Multi launcher

Description: Penn Arms 40mm Pump Multi Launcher (PGL 65-40)

Quantity: Two (2)

Capability: Deploying 40mm less lethal impact projectiles

Purpose: Deploying 40mm less lethal impact projectiles

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$2,800.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Source photo: <https://www.combinedsystems.com/product/p540-1-pump-multi-launcher-5-cyl-fixed-stock-w-combo-rail-pgl-65-40/>

Gas Ram – Custom Metal Concepts

Description: Gas Ram, Tactical Non-Lethal Chemical Agent Delivery System

Quantity: One (1)

Capability: The Gas Ram is a delivery system for chemical agents that can be self-deployed into a location.

Purpose: A metal device resembling a hand held pointed battering ram that can be loaded with a chemical agent canister. The Gas Ram can be used to introduce chemical agents into a location by piercing the wall, door, or roof of a structure.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$1,200.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Source photo: <https://sdcustommetalconcepts.com/>

Burn Safe – Custom Metal Concepts

Description: Chemical Agent Burn Safe

Quantity: One (1)

Capability The Burn Safe is a delivery system for chemical agents that can be self-deployed into a location.

Purpose: A metal cylindrical container designed to contain a pyrotechnic chemical agent canister and reduce fire hazard upon deployment into a structure.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$850.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Source Photo: <https://sdcustommetalconcepts.com/>

Benelli Shotgun

Description: Benelli M1 Super 90 Semi- Automatic 12 Gauge Shotgun

Quantity: One (1)

Capability: Deploys 12 gauge shotgun munitions and can be used as a breaching tool.

Purpose: Deploying 12 gauge less lethal munitions

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$1,500.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This unit is being decommissioned and will be removed from our inventory.



Shotguns

Description: Remington Pump Action, 12 gauge action, with black colored butt stock and fore-end.

Quantity: Two (2)

Capability: Deploying various 12 gauge munitions to include less lethal

Purpose: Deploying various 12 gauge munitions to include less lethal

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$1,200.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: The department is requesting to purchase forty (40) less lethal shotguns in order to convert and replace the current inventory of less lethal / shotguns, which are over thirty years old. Refer to Attachment A.



*Refer to Less Lethal Shotguns

Less Lethal Shotguns

Description: Remington Pump Action, 12 gauge action, with orange colored stock and fore-end.

Quantity: Thirty-Three (33)

Capability: Deploying 12 gauge less lethal flexible baton as impact munitions.

Purpose: Deploying 12 gauge less lethal flexible baton (Safariland/Defense Technology 12 gauge Stabilized Round Part# 3027) as impact munitions

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$1,300.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: The department is requesting to purchase forty (40) shotguns in order to convert them to less lethal shotguns and to replace the current inventory of less lethal / shotguns, which are over thirty years old. Refer to Attachment A.



UTM Blue Bolts With Magazines

Description: Ultimate Training Munitions (UTM), M16/M4 Rifle Bolt Carrier Assembly (Blue Bolt) and Magazines

Quantity: Eighteen (18)

Capability: The UTM Blue Bolts and Magazines allow officers to conduct realistic training without the use of real ammunition.

Purpose: This is a non-operational bolt carrier group. This bolt carrier group is used for training purposes only.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$12,000.00

Re-Occurring Costs: N/A

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Source Photo: <https://utmworldwide.com/product/ar15m16m4-mmrbblank-kit-and-magazine/>

UTM 5.56mm Rounds

Description: Ultimate Training Munitions (UTM) 5.56mm Man Marker Rounds (blue)

Quantity: Eight Thousand (8,000)

Capability: The UTM 5.56mm Man Marker Rounds allow officers to conduct realistic training without the use of real ammunition.

Purpose: This is a non-operational munition. This munition is used for training purposes only.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$10,000.00

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Source photo: <https://utmworldwide.com/product/5-56mm-man-marker-round-mm/>

SIMS Glock 17 Pistols

Description: Glock 17 9mm Pistol, Equipped with SIMS Conversion Kit

Quantity: Two (2)

Capability: The SIM Glock Pistol allows officers to conduct realistic training without the use of real ammunition.

Purpose: This is a non-operational firearm. This firearm is used for training purposes only.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$250.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



9mm Marking Cartridges

Description: General Dynamics Simunitions 9mm FX Marking Cartridges

Quantity: Two Thousand Five Hundred (2500)

Capability: The 9mm Marking Cartridges allow officers to conduct realistic training without the use of real ammunition.

Purpose: This is a non-operational munition. This munition is used for training purposes only.

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$40.00 per unit (50 rounds per box)

Re-Occurring Costs: Consumable item replace as needed

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: This items is a consumable item and needs to be replaced based on department use/training and shelf life.



Photo source: <https://accuratelawenforcement.com/simunitions-fx-pistol-ammunition/>

Forward Looking Infrared

Description: FLIR LS Series

Quantity: One (1)

Capability: Thermal image quality in the darkness or through smoke, haze, fog, rain

Purpose: Thermal image quality in the darkness or through smoke, haze, fog, rain

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$2599

Re-Occurring Costs: N/A

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Photo source: <https://www.flir.com/products/lx-r/?vertical=public+safety&segment=solutions>

Forward Looking Infrared Camera

Description: Avon/Argus Thermal Imaging Camera TT 320B

Quantity: One (1)

Capability: Infrared cameras help you find potential problems fast, and document your findings for follow up and reporting. A great tool for electrical and industrial maintenance, process monitoring, tank levels, steam traps, utility inspections, and building maintenance.

Purpose: Thermal image quality in the darkness or through smoke, haze, fog, rain

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$5,810.00

Re-Occurring Costs: N/A

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Photo source: <http://www.cdnsafety.com/argus.htm>

Night Vision Monocle

Description: L3 WARRIOR SYSTEMS M914A PVS-14 White Phosphor Monocular

Quantity: Fifteen (15)

Capability: Current generation L3 Harris tube, White Phosphor, Low-battery indicator in eyepiece, Variable gain control, Autogated power supply for improved resolution under highlighted settings

Purpose: For low-light and night time maneuvers

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$5,800.00

Re-Occurring Costs: N/A

Maintenance Costs: N/A

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Photo source: <https://www.l3harris.com/all-capabilities/night-vision-device-an-pvs-14>

Dual Beam Aiming Laser

Description: Steiner-Optical dual beam aiming laser DBAL AIII.

Quantity: Fifteen (15)

Capability: Dual beam laser used for target acquisition

Purpose: To be utilized in conjunction with night vision equipment

Complaints/Concerns: There have been no complaints or concerns regarding this piece of equipment during this reporting period.

Unauthorized Usage: There has been no unauthorized usage during this reporting period.

Costs: Initial Cost \$1,200.00 per unit

Re-Occurring Costs: N/A

Maintenance Costs: \$100.00 estimated annual cost

Funding Source: These units were purchased using General funds

Planned Future Acquisitions: There are no planned acquisitions for this item during this reporting year.



Photo source: <https://www.steiner-optics.com/laser-devices/dbal-a3-o>

Military Equipment Use Complaints Summary

The National City Police Department is committed to conducting thorough and fair investigations of all complaints from community members arising from the use of Military Equipment. In some instances, members of the community may have questions or concerns about the Military Equipment Use. It is for those reasons that the National City Police Department strongly believes that it is important to address any and all concerns or questions the public may have.

Refer to National City Police Department Policy Manual 706

Refer to National City Police Department Procedure Manual 706

Complaints:

There are no complaints for Military Equipment Use during this reporting period.



Summary and Responses to Military Equipment Procedure Violations

The Military Equipment Use procedure, as defined in California Assembly Bill 481, went into effect on January 1, 2022. The bill requires local law enforcement agencies to provide information regarding any procedure violations and a response to those violations of Military Equipment Use.

In accordance with AB 481, the National City Police Department has tracked this data. During this reporting period, there were no procedure violations.



Internal Audits

California Assembly Bill 481 requires local law enforcement agencies to include the results of any internal audits or inspections of Military Equipment as a result of the annual military equipment use report.

Policy 706.3 Military Equipment Coordinator

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of National City Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

Internal Audit

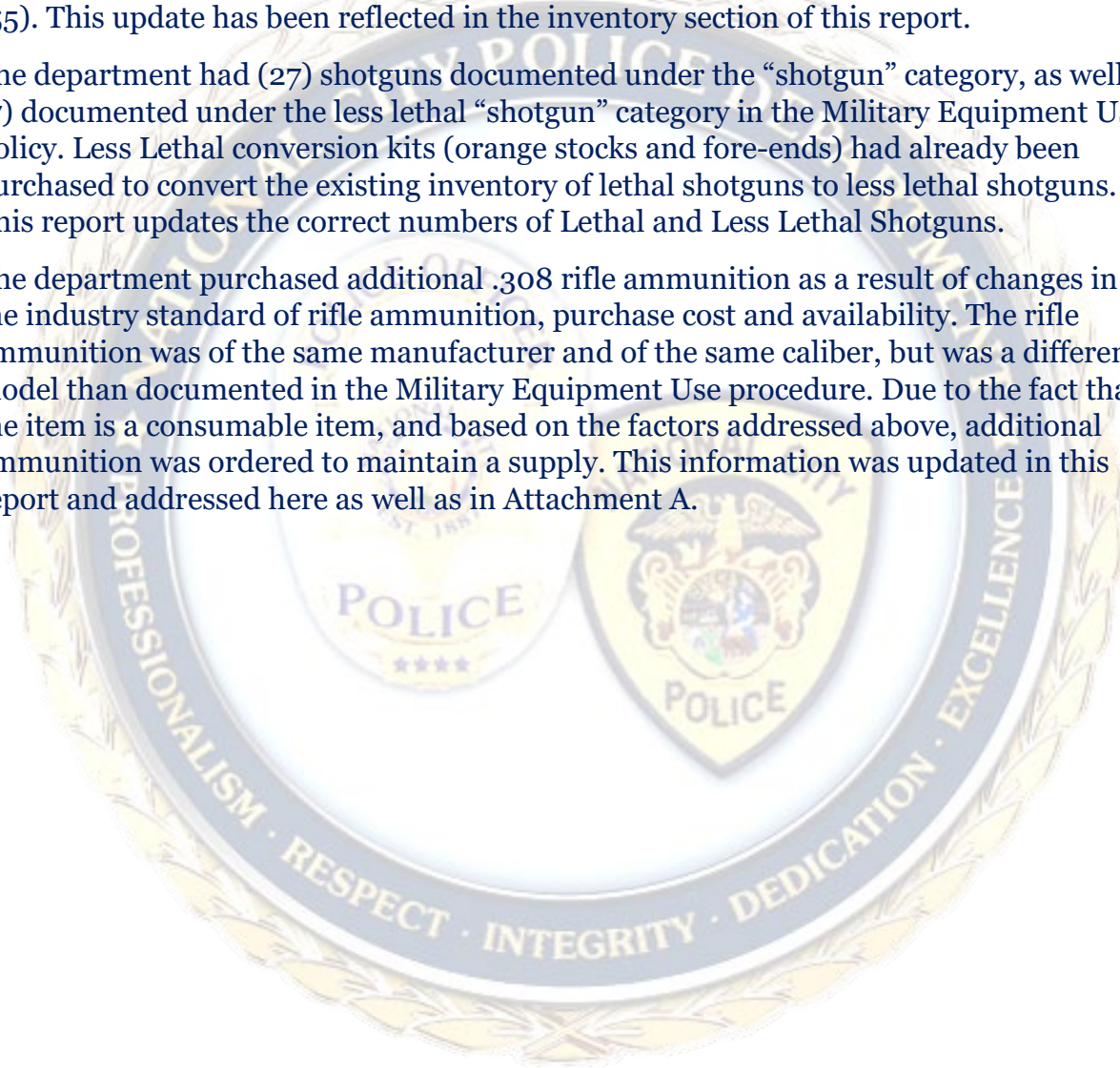
The department conducted an audit on Military Equipment Use for this annual reporting period. The results are listed below.

Results

The department had purchased fifteen (15) additional patrol rifles in 2020, prior to last year's AB481 reporting requirements, which brought our listed inventory from (40), which was documented on the approved Military Equipment Use Policy, to fifty-five (55). This update has been reflected in the inventory section of this report.

The department had (27) shotguns documented under the "shotgun" category, as well as (7) documented under the less lethal "shotgun" category in the Military Equipment Use Policy. Less Lethal conversion kits (orange stocks and fore-ends) had already been purchased to convert the existing inventory of lethal shotguns to less lethal shotguns. This report updates the correct numbers of Lethal and Less Lethal Shotguns.

The department purchased additional .308 rifle ammunition as a result of changes in the industry standard of rifle ammunition, purchase cost and availability. The rifle ammunition was of the same manufacturer and of the same caliber, but was a different model than documented in the Military Equipment Use procedure. Due to the fact that the item is a consumable item, and based on the factors addressed above, additional ammunition was ordered to maintain a supply. This information was updated in this report and addressed here as well as in Attachment A.




ATTACHMENT A

The following items are being requested for approval as future acquisitions, purchases and use as Military Equipment Use for this reporting period. If approved by the Governing Board, the items may be purchased during the current reporting period. If approved, the items purchased will be entered into the following year's Military Equipment Use Annual Report.


Accuracy International AT

The Department is requesting to purchase an additional (2) Accuracy International AT rifles to replace the Remington 700 rifles.

Accuracy International AT (to replace the Remington 700 Rifles)	
Description	.308 Accuracy International AT Bolt Action Rifle
Quantity	2
Capability	Long Range Precision Shooting
Life Span	Varies
Manufacturer's Description	The AT (Accuracy Tactical) continues the legacy of the combat proven AW308 and takes the AW to new levels. The AIAT has a 20-inch quick change barrel and a folding stock. The AT is ideal for Law Enforcement and civilian users
Purpose	The AIAT is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection
Authorized Usage	NCPD SWAT Sniper Team Member
Costs	Unit Cost: \$4900.00 Re-Occurring Costs: \$1000 every 5 years. Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: Requesting Purchase 2023 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; Certified Sniper Course


Sabre .68 Caliber Less Lethal Projectiles

The Department is requesting to purchase additional types of less lethal projectiles as other manufacturers may be more expensive and/or have delays in delivery. If approved by the Governing board, the department will have two manufacturers of these types of less lethal projectiles.

SABRE .68 Caliber Less Lethal Projectiles	
Description	.68 Caliber Less Lethal Projectiles Level 2 OC
Quantity	1500
Capability	Deployed via a Pepperball launcher
Life Span	3-year manufacturer warranty
Manufacturer's Description	SABRE 0.68 caliber projectiles contain approximately 12% more content than the competition. This translates to 12% more airborne irritant, meaning a greater opportunity for the product to create a tactical advantage. SABRE 0.68 caliber projectile are approximately 10% heavier than the competition. The increased weight helps improve projectile accuracy.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$789.38 per container (375 count) Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: TBD How was it Bought: TBD
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


Glass Breaker

The Department is requesting to purchase additional types of Glass Breaker projectiles as other manufacturers may be more expensive and/or have delays in delivery. If approved by the Governing board, the department will have two manufacturers of these types of projectiles.

Glass Breaker	
Description	Sabre Glass Breaker Projectile, .68 caliber
Quantity	250
Capability	This is a hard projectile which is used to break windows of vehicles and residences.
Life Span	3 years
Manufacturer's Description	<p>Glass Breaker Used to break side glass of vehicles and residential glass windows. Product Features:</p> <ul style="list-style-type: none"> • Caliber: 0.68mm • Weight: 3.175 Grams • Payload: Nylon • Velocity: 330 fps/100 M per second • Kinetic: 13.5-20.5 joules / 10-15 ft/lbs • Target: 0-66 feet / 0-20 meters • Area: 0-175 feet / 0-53 meters
Purpose	This is a hard projectile which is used to break windows of vehicles and residences.
Costs	<p>Initial Cost: \$77.19 per container of 125 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: TBD How was it bought: TBD</p>
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


12 Gauge Less Lethal Munitions

The Department is requesting to purchase additional 12 Gauge Less lethal Munitions from a different manufacturer to account for industry standards, cost increases and delivery delays. If approved by the Governing board, the department will have two manufacturers of these types of less lethal projectiles.

12 Gauge Less Lethal Munitions	
Description	CTS 2581 12 GA Super Sock Bean Bag, Point Control Impact Munition
Quantity	1500 Rounds
Capability	The Model 2581 Super-Sock® is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock® is an aerodynamic projectile and its accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock® is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. Effective range is 75ft.
Life Span	5-year manufacturer warranty
Manufacturer’s Description	The Model 2581 Super-Sock® is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock® is an aerodynamic projectile and its accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock® is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. Effective range is 75ft.
Purpose	To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public’s welfare, safety, civil rights, and civil liberties.
Costs	Initial Cost: \$5.10 per round Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: TBD How was it bought: TBD
Item Picture	
Training needed	In-Service Training


.308 Rifle Ammunition

The Department is requesting to continue to purchase this 308 ammunition. This ammunition is a consumable; it is from the same manufacturer and is of the same caliber; it varies from year's Military Equipment Use procedure to account for the new industry standard of ammunition.

.308 Rifle Ammunition	
Description	Tactical TRU .308 WIN (T308T)
Quantity	8000 rounds
Capability	<ul style="list-style-type: none"> • Caliber: 308 Win • Bullet Weight: 168 grain • Bullet Style: Tactical Tip Match king • Muzzle Velocity: 2650 fps • Ballistic Coefficient: 0.48 • Package Quantity: 20
Life Span	N/A
Manufacturer's Description	Custom made for your Urban Rifle, Tactical TRU was specifically designed for use in semi-automatic rifles or "Urban Rifles," such as variants of the M-16 or AR-15. TRU bullets are specifically engineered, ranging from fragmenting designs for tactical entry to deeper penetrating bullets for patrol. This is particularly important in today's urban settings.
Purpose	Long range precision rifle fire
Costs	Initial Cost: \$499.00 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: TBD How was it bought: TBD
Item Picture	
Training Needed	Basic SWAT Sniper Academy; In-Service Training

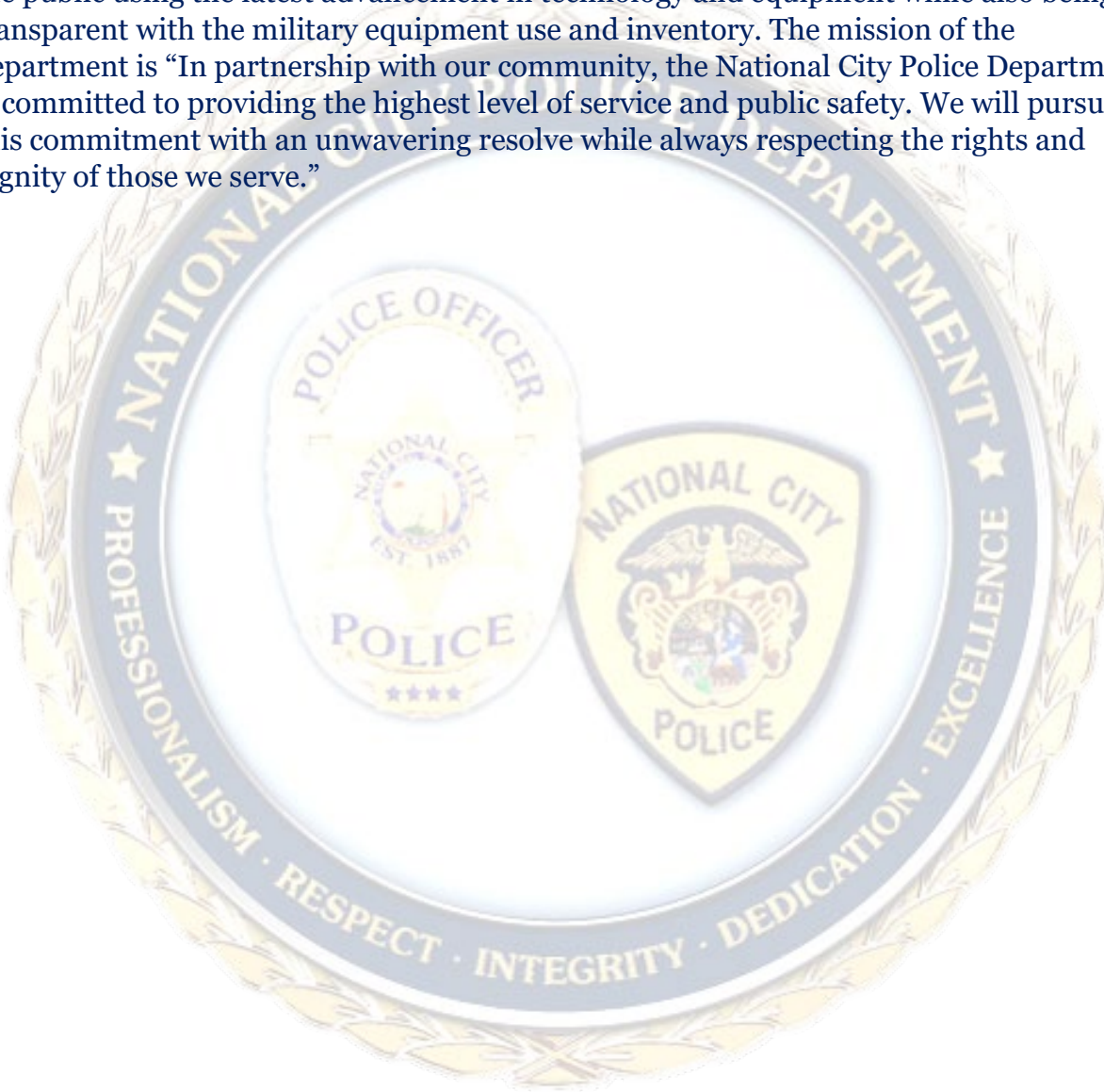
Remington Shotguns (Less Lethal)

The department is requesting to purchase (40) Remington pump action shotguns for conversion to less lethal shotguns. If the Governing board approves this request, the existing inventory of less lethal shotguns will be replaced with the new less lethal shotguns.

Shotguns (Lethal Shotguns that will be Converted to Less Lethal)	
Description	Remington Pump Action, 12 gauge action, with orange colored stock and fore-end indicating it is solely used as less lethal.
Quantity	40
Capability	Deploying 12 gauge less lethal flexible
Life Span	Varies
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action.
Purpose	<ul style="list-style-type: none"> • Deploying 12 gauge less lethal flexible baton (Safariland/Defense Technology 12 gauge Stabilized Round Part# 3027) as impact munitions • Used for disabling cameras and/or lights during tactical operations • Used for breaching windows
Costs	Initial Cost \$544.31 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: TBD How was it bought: TBD
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service Qualifications

Conclusion


Our department is committed to the service and protection of our community. With the dynamic nature of critical incidents, the department employs a variety of military equipment to assist in the swift and safe resolution to these incidents. As the department's inventory of military equipment varies, the possession of the equipment does not warrant its use for every incident. The department strives to effectively protect the public using the latest advancement in technology and equipment while also being transparent with the military equipment use and inventory. The mission of the department is "In partnership with our community, the National City Police Department is committed to providing the highest level of service and public safety. We will pursue this commitment with an unwavering resolve while always respecting the rights and dignity of those we serve."





Military Equipment Inventory
Procedure 706
Updated 2023


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1.0 UNMANNED AERIAL VEHICLE (UAV) AND ROBOTS
--

DJI Mavic Pro	
Description	Small Quadcopter UAS
Quantity	1
Capability	Search and Rescue, Exigent Searches, Visual Aid at Long Distance
Life Span	N/A
Manufacturer's Description	The DJI Mavic Pro is a portable and powerful drone with a 3-axis gimbal 4K camera, a max transmission range of 4.1 mi (7 km) and a sophisticated design.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained and Certified Team NCPD / FD Members
Costs	Initial Cost: \$1,500 (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2018 How was it purchased: General fund
Item Picture	
Training Needed	Part 107 Commercial License; On-duty Flight Training


DJI Phantom 4 PRO	
Description	Small UAS quadcopter
Quantity	2
Capability	Search and rescue, exigent searches, visual aid at long distance, tactical deployments
Life Span	N/A
Manufacturer's Description	An updated camera is equipped with a 1-inch 20-megapixel sensor capable of shooting 4K/60fps video and Burst Mode stills at 14 fps. The adoption of titanium alloy and magnesium alloy construction increases the rigidity of the airframe and reduces weight, making the Phantom 4 Pro similar in weight to the Phantom 4. The Flight Autonomy system adds dual rear vision sensors and infrared sensing systems for a total of 5-direction of obstacle sensing and 4-direction of obstacle avoidance.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained and Certified Team Members
Costs	Initial Cost: \$2,200 per UAV (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2018 How was it purchased: General Fund
Item Picture	
Training Needed	Part 107 Commercial License; On-duty Flight Training


Sky Hero Loki 2.0	
Description	Small UAS Quadcopter
Quantity	1
Capability	Search and rescue, exigent searches, visual aid at long distances.
Life Span	N/A
Manufacturer's Description	LOKI is the world's first purpose built tactical UAS. Designed and built in conjunction with several of the world's top counter terror units, LOKI Mk2 solves virtually all of the problems associated with the tactical use of commercial UAS systems. LOKI is intended for close quarter, indoor and outdoor tactical scouting missions, and features a highly sensitive Night-Day + IR sensor camera giving it the ability to fly and see in complete darkness.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$12,000 (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2021 How was it purchased: Grant funded (SHSP)
Item Picture	
Training Needed	In Service Training


Avatar Robot	
Description	Small, tracked, remote controlled robot
Quantity	1
Capability	Remote controlled, portable tracked robot capable of assessing the dangers of a situation by its ability to maneuver through difficult terrain and provide feedback to the operator.
Life Span	N/A
Manufacturer's Description	<p>The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation.</p> <p>The AVATAR® saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The AVATAR® Robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor.</p> <p>Departments across the United States and internationally are using the AVATAR® Robots. With the AVATAR®'s market beating affordability and ease-of-use, so can you.</p>
Purpose	To safely assess a situation for tactical advantage and protect lives
Authorized Usage	Trained NCPD SWAT Team Members
Costs	Initial Cost: \$21,000 Recurring Costs: N/A Maintenance Costs: N/A Year Obtained: 2013 How was it Bought: General Fund/Grant Homeland Security Grant.
Item Picture	
Training Needed	SWAT Team Training


2.0 ARMORED PERSONNEL CARRIERS/MULTIPURPOSE WHEELED VEHICLES
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Ballistic Armored Tactical Transport	
Description	Ballistic Armored Tactical Transport (BATT) Vehicle - BATT vehicles feature a high hard ballistic steel hull based on the Ford F-550 Super Duty commercial chassis. The conventional layout of the vehicle houses the engine in the front, crew cab in the center and troop compartment at rear. The forward cabin of the vehicle is protected by a two-piece wind-shield with sun band.
Quantity	1
Capability	BATT can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.
Life Span	20+ Based on maintenance care
Manufacturer's Description	<p>The BATT vehicles can be installed with Spec Rest tactical shooting platform on turret and doors. The compact and fully modular platform allows the installation of a wide range of guns in multiple truck mounted locations.</p> <p>The vehicle is fitted with vertical body panels offering Level NIJ III+ (B6+) protection. The floor, roof and bonnet can be armored up to a level of NIJ III (B6). Windows are fitted with bullet-proof glass-clad polycarbonate laminates delivering NIJ III (B6) protection. The fuel tank is also equipped with additional protection features.</p> <p>The armored solutions of the BATT vehicle can protect the crew from multi-hit 7.62mm ammunition and 5.56mm ammunition including M193/SS 109 penetrator rounds.</p> <p>The BATT vehicle is powered by 6.8L Triton V-10 gasoline engine coupled to an electronic five-speed automatic transmission. The vehicle is also offered with gas and diesel engines. The BATT vehicle demonstrates high mobility in cross-country conditions. The four wheel drive vehicle is equipped with mono-beam leaf spring suspension.</p>
Purpose	BATT is designed to carry 12-14 Officers, depending on size of operators and amount of gear. The vehicle was created for law enforcement agencies and tactical teams to carry out rescue operations in a variety of settings.
Authorized Usage	Trained NCPD Members
Costs	<p>Initial Cost: \$227,000</p> <p>Re-Occurring Costs: N/A</p> <p>Maintenance Costs: \$1,000 year average.</p> <p>Year Obtained: 2013</p>

	<p>How was it Bought: General fund/Homeland Security Grant.</p>
<p>Item Picture</p>	
<p>Training Needed</p>	<p>In-Service Training</p>

Mobile Command Vehicle	
Description	Mobile Command Vehicle (MCV) is a custom-built mobile command post vehicle with multiple forms of communications ability as well as Computer Aided Dispatch (CAD) capabilities. The unit can act as a mobile Emergency Operations Center in the event of an emergency.
Quantity	1
Capability	As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.
Life Span	20+ Years
Manufacturer's Description	The MCV 36 feet long, 11 feet tall and has a 250 horsepower diesel engine, hydraulic brakes and a 60-gallon fuel tank. It is equipped with four flat-screen televisions; satellite feed; two DVD-VCRs; five police radios; seven interior phones and two exterior phones; and a mounted pole camera that can extend vertically to 25 feet.
Purpose	Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events.
Authorized Usage	MCV usage must be requested and approved through the chain of command and driven by trained NCPD Members
Costs	Initial Cost: \$340,000 Re-Occurring Costs: N/A Maintenance Costs: \$1,500 / year – estimated cost Year Obtained: 2009 How was it Bought: General Funds/Homeland Security Grant
Item Picture	
Training Needed	In-Service Training


Crisis Negotiations Team Van	
Description	2020 Ford Transit 3500 Custom Build-out
Quantity	1
Capability	Command Vehicle is a mobile command vehicle that houses the Command and Control element for Emergency Negotiators during a critical incident. The vehicle is equipped with communications equipment to assist with the mission.
Life Span	The CNT vehicle has a 30-year lifespan on a chassis and vehicle.
Manufacturer's Description	2020 Ford Transit Cargo Van - Automatic emergency braking; Auto high-beam headlights; Rain-sensing wipers; 3.5-liter V6 engine; Rearview camera, Custom build-out with floor to roof cabinets, and radio communications.
Purpose	To be utilized for critical incident callouts for Crisis Negotiations.
Authorized Usage	Trained NCPD / CNT Members
Costs	Initial Cost: \$138,000 Re-Occurring Costs: Maintenance Costs Maintenance Costs: \$500 / year - estimated cost Year Obtained: 2021 How was it Bought: General Fund
Item Picture	
Training Needed	In-Service Training


SkyWatch	
Description	SkyWatch Portable Observation Tower
Quantity	1
Capability	Portable and rapidly deployable, it provides a strategic perspective and symbolic deterrent. Customize payload with pan-tilt IR, night vision, visible-light cameras, in-cab controls, ground radar, monitors, and NVR, and searchlights. Designed for crowd control, high-crime area monitoring, and missing person command post.
Life Span	20+ Years
Manufacturer's Description	Height: Max Height (Excluding Cameras) - Cab Deployed 30' 6" Generator: Diesel with 78 Gallon Tank OR Gasoline with 20 Gallon EVAP Tank Shore Power: Standard All Steel Construction LED Flood Lights Air Conditioning/Heating Command Desk LED Flood Lights On All 4 Sides of the Cab Electrical Outlets inside Cab and Operational Compartment Digital Wind Speed Meter (withstands winds up to 40MPH) Under Cab Safety Camera Limousine Tint on all windows Rugged lift design with robust support outriggers
Purpose	Parking Lot Surveillance and Detection Perimeter Protection High Crime Area Monitoring Major Venue Crowd Control Missing Person Command Flight Line Protection Gate Over Watch Perimeter Protection High Value Equipment Protection
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$230,000 Re-Occurring Costs: N/A Maintenance Costs: \$500.00 year - estimated cost Year Obtained: 2021 How was it Bought: UASI Grant Fund
Item Picture	
Training Needed	In-Service Training


3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER

The Department's current inventory does not include any firearms or ammunition of .50 caliber or greater.


4.0 SPECIALIZED FIREARMS/AMMUNITION LESS THAN .50 CALIBER

Colt M4 Carbine	
Description	Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)
Quantity	55
Capability	The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle in standard configuration.
Life Span	N/A
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	Department personnel trained and qualified in its use
Costs	Unit Cost: \$1,500.00 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2012 - 2018 How was it Bought: General funds
Item Picture	
Training Needed	POST Certified Patrol Rifle Course; Yearly Department Rifle Qualifications


Daniel Defense V4S Rifle	
Description	Daniel Defense DDM4V7S 11.5", select fire, 5.56mm, select fire with M-LOK rail Carbine Rifle (.223/5.56)
Quantity	16
Capability	The Daniel Defense V4S Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.
Life Span	N/A
Manufacturer's Description	The DDM4V7S AR15 style firearm features the MFR 10.0 M-LOK rail and is built around a free floating, cold hammer forged 11.5 inch barrel.
Purpose	The Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	NCPD SWAT Team Members
Costs	Initial Cost: \$2,200.00 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2022 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; In-Service Training; Quarterly Department Rifle Qualifications


Accuracy International AT (to replace the Remington 700 Rifles)	
Description	.308 Accuracy International AT Bolt Action Rifle
Quantity	4
Capability	Long Range Precision Shooting
Life Span	N/A
Manufacturer's Description	The AT (Accuracy Tactical) continues the legacy of the combat proven AW308 and takes the AW to new levels. The AIAT has a 20-inch quick change barrel and a folding stock. The AT is ideal for Law Enforcement and civilian users.
Purpose	The AIAT is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection.
Authorized Usage	NCPD SWAT Sniper Team Member
Costs	Unit Cost: \$4,900 per unit Re-Occurring Costs: \$1000 every 5 years. Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Certified Sniper School


5.0 BREACHING APPARATUS AND BREACHING ROUNDS


CTS Shotgun Breaching Rounds	
Description	CTS 2570 12 gauge breaching rounds
Quantity	170
Capability	Capable of defeating locks, deadbolt locks, hinges and other type of doorway entry hardware
Life Span	Consumable item replaced as needed
Manufacturer's Description	12-gauge frangible slug to disrupt locking mechanisms and hinges, defeat and breach external and internal doors.
Purpose	Used to defeat locks, deadbolts, hinges and other types of doorway hardware and locking mechanisms, both inner and outer doors.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$8.99 per unit Re-Occurring Costs: consumable item replaced as needed Maintenance Costs: N/A Year Obtained: 1997 - 2021 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy, Certified Breaching Course, SWAT In-Service Training


6.0 CHEMICAL AGENTS, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES, SPECIALTY LESS LETHAL MUNITIONS, LIGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION


Spede Heat CS Gas Grenade	
Description	Defense Technology, Speed-Heat Continuous Discharge Grenade, CS
Quantity	109
Capability	Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Spede-Heat CS Grenade is a high-volume continuous burn device. It expels its payload in approximately 30-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 inches by 2.62 inches and holds approximately 81.2g of CS chemical agent.
Purpose	To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$25.00 per unit Re-Occurring Costs: N/A Maintenance Costs: Consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; Chemical Agents Instructor's Course


Han-Ball CS Grenade	
Description	Defense Technology, Han-Ball Grenade, CS
Quantity	5
Capability	Can be hand thrown, deployed via robot, launched, placed into a GasRam, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Han-Ball CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an overall size of 4.8 in. tall, including the fuse head, and 3.1 in. diameter. This launchable grenade holds approximately 45.5g of CS chemical agent, which is expelled through three ports around the equator of the ball.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$34.50 cost per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Swat Academy, Certified Chemical Agents Instructor's Course


5230B CS Baffled Canister Grenade	
Description	CTS, 5230B – CS Baffled canister Grenade, Pyro, Low Flame Potential
Quantity	10
Capability	Can be hand thrown, deployed via robot, launched, placed into a GasRam, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 5230B pyrotechnic grenade is designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$37.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agent Instructor Course


40mm CS Ferret Liquid Rounds	
Description	Defense Technology, Ferret 40mm <i>Liquid</i> Barricade Penetrator Round, CS
Quantity	8
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	<p>The Ferret 40mm Round is non-burning and suitable for indoor use.</p> <p>Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.</p> <p>In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.</p>
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	<p>Initial Cost: \$23.00 per unit</p> <p>Re-Occurring Costs: N/A</p> <p>Maintenance Costs: consumable item replace as needed</p> <p>Year Obtained: 2020</p> <p>How was it Bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agent Instructor's Course


Flameless Tri-Chamber CS Grenade	
Description	Defense Technology, Flameless Tri-Chamber CS Grenade
Quantity	101
Capability	Internal Burn Safe (flameless); Indoor/ Attic Use
Life Span	5-year manufacturer warranty
Manufacturer's Description	The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$47.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and Chemical Agent Instructor Course


OC Aerosol Grenade Fogger	
Description	Defense Technology, OC Aerosol Grenade 1.3% Fogger, 1 oz. / 6 oz.
Quantity	2
Capability	Can be hand thrown or hand held
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 1 oz. / 6 oz. OC Aerosol Grenade will deliver its payload of 1/3% MC% OC in 15-20 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$17.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and In-Service Training


OC Vapor Aerosol Grenade	
Description	Defense Technology, OC Vapor Aerosol Grenade
Quantity	5
Capability	Can be hand thrown and deployed in a Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Defense Technology OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$43.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and Chemical Agent Instructor's Course


Pepperballs	
Description	PepperBall LIVE-X
Quantity	1125
Capability	Deployed via a Pepperball launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	PepperBall: Our most potent and powerful concentration of PAVA pepper powder. Once round of LIVE-X contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall LIVE rounds.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$998.64 per container (375 count) Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2000-2021 How was it Bought: General fund
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


SABRE .68 Caliber Less Lethal Projectiles	
Description	.68 Caliber Less Lethal Projectiles Level 2 OC
Quantity	1500
Capability	Deployed via a Pepperball launcher
Life Span	3-year manufacturer warranty
Manufacturer's Description	SABRE 0.68 caliber projectiles contain approximately 12% more content than the competition. This translates to 12% more airborne irritant, meaning a greater opportunity for the product to create a tactical advantage. SABRE 0.68 caliber projectile are approximately 10% heavier than the competition. The increased weight helps improve projectile accuracy.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$789.38 per container (375 count) Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: TBD How was it Bought: TBD
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


Pepperball Glass Breaker	
Description	Pepperball Glass Breaker Projectile, .68 caliber
Quantity	120
Capability	This is a hard projectile which is used to break windows of vehicles and residences.
Life Span	3 years
Manufacturer's Desc	<p>Glass Breaker Used to break side glass of vehicles and residential glass windows.</p> <p>Product Features:</p> <ul style="list-style-type: none"> • Ultrasonically welded • Shell color indicates payload • Not to be used on humans or animals • 100% waterproof • Operational in all temperatures • Non-flammable • Available in 10, 100 • Made in the USA
Purpose	This is a hard projectile which is used to break windows of vehicles and residences.
Costs	<p>Initial Cost: \$204.70 per container of 100 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2000-2021 How was it bought: General funds</p>
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


SABRE Glass Breaker	
Description	Sabre Glass Breaker Projectile, .68 caliber
Quantity	250
Capability	This is a hard projectile which is used to break windows of vehicles and residences.
Life Span	3 years
Manufacturer's Description	<p>Glass Breaker Used to break side glass of vehicles and residential glass windows. Product Features:</p> <ul style="list-style-type: none"> • Caliber: 0.68mm • Weight: 3.175 Grams • Payload: Nylon • Velocity: 330 fps/100 M per second • Kinetic: 13.5-20.5 joules / 10-15 ft/lbs • Target: 0-66 feet / 0-20 meters • Area: 0-175 feet / 0-53 meters
Purpose	This is a hard projectile which is used to break windows of vehicles and residences.
Costs	<p>Initial Cost: \$77.19 per container of 125 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: TBD How was it bought: TBD</p>
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


Sting-Ball Grenades	
Description	CTS, Model #9590 Sting-Ball Multi-Effect Grenades
Quantity	4
Capability	Primarily used for crowd control in indoor and outdoor situations.
Life Span	5-year manufacturer warranty.
Manufacturer's Description	Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$46.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


Low Roll II Distraction Device	
Description	Defense Technology, Low Roll II, 11- Gram Non Reloadable Distraction Device
Quantity	14
Capability	This intermediate less lethal specialty munition allows for sound diversion during tactical operations which allows for tactical advantage during high-risk situations.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 11-Gram Low Roll II® Non-Reloadable Distraction Device, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed
Purpose	To safely resolve critical situations during high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$50.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


CS Triple-Chaser	
Description	Defense Technology, Triple-Chaser, Separating Canister CS
Quantity	50
Capability	This grenade can be hand thrown or launched from a delivery system.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Triple-Chaser consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has approximate burn time of 20-30 seconds.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$50.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agents Instructor's Course


40mm Foam Baton Round	
Description	Defense Technology, Multiple Foam Baton Round
Quantity	98
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 40 mm Multiple Foam Baton Round is most widely used as a crowd management tool where stand-off distances are limited. It may also prove valuable in riot situations where police lines and protestors are in close proximity. The round contains three foam projectiles. It utilizes smokeless powder and has more consistent velocities and tighter patterns compared to its 37 mm counterpart. The foam projectile allows for closer deployment, while minimizing injury.
Purpose	To safely resolve critical situations during high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$30.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


40mm Sponge Baton Rounds	
Description	CTS, 40mm Sponge, Smokeless Spin Stabilized, 4" Long
Quantity	3
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty.
Manufacturer's Description	The Model 4557 Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.
Purpose	To safely resolve critical situations such as crowd control during riots
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$36.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2018-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


HC Smoke Canister	
Description	Defense Technology, Maximum HC Smoke Military-Style Canister
Quantity	5
Capability	Can be hand thrown, deployed via robot, launched, or placed into aMunitions Pole
Life Span	5-year manufacturer warranty.
Manufacturer's Description	The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$25.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


40mm Exact Impact Sponge Rounds	
Description	Defense Technology, Exact Impact 40mm Standard Range Sponge Round
Quantity	12
Capability	This intermediate less lethal specialty munition allows for direct impact from a minimum range of 5ft./1.5m out to a maximum effective range 131ft / 40m.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Exact Impact 40mm sponge round is a point-of-aim, point-of- impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. Theround utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.
Purpose	To safely resolve critical situations such as crowd control during riotoussituations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$20.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training

12 Gauge Less Lethal Munitions	
Description	Safariland 12 Gauge Drag Stabilized Round
Quantity	321 Rounds
Capability	This intermediate less lethal specialty munition allows for direct impact from a minimum range of 20ft. out to a maximum effective range of 75ft.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 12-Gauge Drag Stabilized Round is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails.
Purpose	To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.
Costs	Initial Cost: \$5.59 per round Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General Funds
Item Picture	
Training Needed	In-Service Training


12 Gauge Less Lethal Munitions	
Description	CTS 2581 12 GA Super Sock Bean Bag, Point Control Impact Munition
Quantity	1500 Rounds
Capability	The Model 2581 Super-Sock® is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock® is an aerodynamic projectile and its accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock® is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. Effective range is 75ft.
Life Span	5-year manufacturer warranty
Manufacturer’s Description	The Model 2581 Super-Sock® is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock® is an aerodynamic projectile and its accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock® is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. Effective range is 75ft.
Purpose	To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public’s welfare, safety, civil rights, and civil liberties.
Costs	Initial Cost: \$5.10 per round Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: TBD How was it bought: TBD
Item Picture	
Training needed	In-Service Training


.223 Rifle Ammunition	
Description	Federal Ammunition American Eagle
Quantity	27,440 Rounds
Capability	Caliber 223 Rem Bullet Weight 55 Bullet Style Full Metal Jacket Boat-Tail Muzzle Velocity 3240 Ballistic Coefficient .269 Bullet Length In 0.735in. / 18.66mm Usage Target Shooting
Life Span	N/A
Manufacturer's Desc	American Eagle rifle ammunition offers consistent, accurate performance at a price that's perfect for high-volume shooting. The loads feature quality bullets, reloadable brass cases and dependable primers. <ul style="list-style-type: none"> • Ideal for target practice • Accurate and reliable Consistent primers and brass
Purpose	Maintaining Perishable Marksmanship Skills
Costs	Initial Cost: \$219.82 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

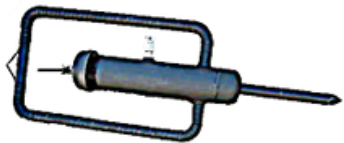
.223 Rifle Ammunition	
Description	Speer LE Gold Dot Duty Ammunition
Quantity	12,500 rounds
Capability	<ul style="list-style-type: none"> • Speer Ammunition • LE Duty Gold Dot • Caliber: .223 Remington • Bullet weight 62 grain • Bullet Style: Gold Dot Soft Point • Casing: Nickel Plated Brass • Muzzle Velocity: 3000 FPS • Quantity: 20 rounds per box
Life Span	N/A
Manufacturer's Description	<p>Speer LE .223 REM 62 Grain Gold Dot Duty Rifle Ammunition is designed to deliver the high performance today's law enforcement officer's demand. Each Gold Dot bonded-core bullet is individually engineered to provide shot-to-shot uniformity and ensure optimum performance when fired through a variety of barriers. The process of joining the jacket and core one molecule at a time eliminates the potential for the leading cause of bullet failure—jacket/core separation. It also ensures impressive weight retention through barriers as tough as auto-glass. Exact tolerances and unprecedented bullet uniformity of jacket thickness give Gold Dot rifle loads outstanding accuracy. In addition, these loads feature flash suppressed propellants and a muzzle velocity of up to 3000 fps.</p>
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	<p>Initial Cost: \$699.99 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2022 How was it bought: General funds</p>
Item Picture	
Training Needed	In-Service Training


.308 Rifle Ammunition	
Description	Tactical TRU .308 WIN (T308T)
Quantity	8000 rounds
Capability	<ul style="list-style-type: none"> • Caliber: 308 Win • Bullet Weight: 168 grain • Bullet Style: Tactical Tip Match king • Muzzle Velocity: 2650 fps • Ballistic Coefficient: 0.48 • Package Quantity: 20
Life Span	N/A
Manufacturer's Description	Custom made for your Urban Rifle, Tactical TRU was specifically designed for use in semi-automatic rifles or "Urban Rifles," such as variants of the M-16 or AR-15. TRU bullets are specifically engineered, ranging from fragmenting designs for tactical entry to deeper penetrating bullets for patrol. This is particularly important in today's urban settings.
Purpose	Long range precision rifle fire
Costs	Initial Cost: \$499.00 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: TBD How was it bought: TBD
Item Picture	
Training Needed	Basic SWAT Sniper Academy; In-Service Training


7.0 40 MM LAUNCHERS, LESS LETHAL BEAN BAG SHOTGUNS, GAS DELIVERY SYSTEMS


40mm Single Launcher	
Description	Defense Technology, 40MM LMT Tactical Single Launcher, Expandable Stock
Quantity	4
Capability	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Life Span	N/A
Manufacturer's Description	Manufactured exclusively for Defense Technology, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.
Purpose	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training

40mm Multi launcher	
Description	Penn Arms 40mm Pump Multi Launcher (PGL 65-40)
Quantity	2
Capability	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Life Span	N/A
Manufacturer's Description	A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity and rifled barrel. Previously labeled the PGL-65, the features include: Double-action trigger, trigger lock push button and hammer lock safeties. See specification sheet for more details.
Purpose	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$2,800.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2005 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training


Gas Ram – Custom Metal Concepts	
Description	Gas Ram, Tactical Non-Lethal Chemical Agent Delivery System
Quantity	1
Capability	The Gas Ram is a delivery system for chemical agents that can be self-deployed into a location.
Life Span	N/A
Manufacturer's Description	The Gas Ram is a multi-use tool that can be utilized for forced entry as a door ram or be deployed as a pyro technic non-lethal chemical agent delivery system.
Purpose	A metal device resembling a hand held pointed battering ram that can be loaded with a chemical agent canister. The Gas Ram can be used to introduce chemical agents into a location by piercing the wall, door, or roof of a structure.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2010 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


Burn Safe – Custom Metal Concepts	
Description	Chemical Agent Burn Safe
Quantity	1
Capability	The Burn Safe is a delivery system for chemical agents that can be self-deployed into a location.
Life Span	NA
Manufacturer's Description	The Burn Safe is a double-wall container constructed of aluminum that is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire.
Purpose	A metal cylindrical container designed to contain a pyrotechnic chemical agent canister and reduce fire hazard upon deployment into a structure.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$850.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2010 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


Shotguns	
Description	Remington Pump Action , 12 gauge action, with black colored butt stock and fore end
Quantity	2
Capability	Deploying various 12 gauge munitions to include less lethal
Life Span	20+
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action
Purpose	Deploying various 12 gauge munitions to include less lethal
Costs	Initial Cost \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 1993 How was it bought: General funds
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service qualifications


Less Lethal Shotguns	
Description	Remington Pump Action, 12 gauge action, with orange colored stock and fore-end indicating it is solely used as less lethal.
Quantity	40
Capability	Deploying 12 gauge less lethal flexible
Life Span	Varies
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action.
Purpose	<ul style="list-style-type: none"> • Deploying 12 gauge less lethal flexible baton (Safariland/Defense Technology 12 gauge Stabilized Round Part# 3027) as impact munitions • Used for disabling cameras and/or lights during tactical operations • Used for breaching windows
Costs	Initial Cost \$600.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: TBD How was it bought: General funds
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service Qualifications


8.0 MISCELANEOUS EQUIPMENT


UTM Blue Bolts With Magazines	
Description	Ultimate Training Munitions (UTM), M16/M4 Rifle Bolt Carrier Assembly (Blue Bolt) and Magazines
Quantity	18
Capability	The UTM Blue Bolts and Magazines allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	All UTM 5.56mm rifle conversions employ a Fail-Safe measure where the firing pin is offset from center. Not only is the firing pin strike outside the strike area of a "Live" cartridge center fire primer, it does not strike the primer at all, hence the weapon fails to fire the host weapons "Live" caliber ammunition. This applies to all UTM rifle conversions.
Purpose	This is a non-operational bolt carrier group. This bolt carrier group is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$12,000.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	In-Service Training.


UTM 5.56mm Rounds	
Description	Ultimate Training Munitions (UTM) 5.56mm Man Marker Rounds (blue)
Quantity	8,000
Capability	The UTM 5.56mm Man Marker Rounds allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	Accurate and reliable marking projectile for Force-on-Force or Force-on-Target training. Adds realism and stress to training by providing a threat of consequence with physical and visual stimulus. Use of Force/ROE, Tactics, Skill Building, Scenarios, Movement Drills and other Interactive Training. Use as a safe prelude or alternative to 'Live-Fire' target or CQB training. Accuracy and reliability allows for multiple firearms, CQB, and marksmanship applications (360° firing, movement drills, weapon transitions).
Purpose	This is a non-operational munition. This munition is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$10,000.00 Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	In-Service Training.


SIMS Glock 17 Pistols	
Description	Glock 17 9mm Pistol, Equipped with SIMS Conversion Kit
Quantity	2
Capability	The SIM Glock Pistol allows officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	Simunition conversion kit, which is a conversion bolt, bolt carrier assembly, safety ring, inserted to allow the Glock 17 to fire Simunitions safely from the users own service weapon.
Purpose	This is a non-operational firearm. This firearm is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$250.00 per unit Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it Bought: General funds
Item Picture	
Training Needed	Range Safety Officer Course or In-Service Training.

9mm Marking Cartridges	
Description	General Dynamics 9mm FX Marking Cartridges
Quantity	2500
Capability	The 9mm Marking Cartridges allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	The FX® Marking Cartridges are at the core of the Simunition FX® Training System known as “the world’s most realistic close-range combat training system”. The patented, reduced-energy, non-lethal cartridges leave a detergent-based, water-soluble color-marking compound. The visible impacts allow accurate assessment of simulated lethality. The cartridges are available in various calibers and feature tactical accuracy up to 25 feet (7.6 meters). No special ballistic facilities are required. They meet the need for a force-on-force and man-to-man training system that is realistic, effective, inexpensive, adaptable and fully portable.
Purpose	This is a non-operational munition. This munition is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$40.00 per unit (50 rounds per box) Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: Unknown How was it Bought: General funds
Item Picture	
Training Needed	In-Service Training.

Forward Looking Infrared	
Description	FLIR LS Series
Quantity	1
Capability	Thermal image quality in the darkness or through smoke, haze, fog, rain
Life Span	N/A
Manufacturer's Description	The FLIR LS Series is a compact thermal monocular designed specifically for law enforcement.
Purpose	Thermal image quality in the darkness or through smoke, haze, fog, rain
Costs	Initial Cost: \$2,599.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: General Funds
Item Picture	
Training Needed	In-Service Training

Forward Looking Infrared Camera	
Description	Avon/Argus Thermal Imaging Camera TT 320B
Quantity	1
Capability	Infrared cameras help you find potential problems fast, and document your findings for follow up and reporting. A great tool for electrical and industrial maintenance, process monitoring, tank levels, steam traps, utility inspections, and building maintenance.
Life Span	Discontinued
Manufacturer's Description	The Argus [®] TT-Type thermal imaging camera is specially designed to help police, security and law enforcement officers detect the heat signatures of people and objects.
Purpose	Thermal image quality in the darkness or through smoke, haze, fog, rain
Costs	Initial Cost: \$5,810.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

Night Vision Monocle	
Description	L3 WARRIOR SYSTEMS M914A PVS-14 White Phosphor Monocular
Quantity	15
Capability	Current generation L3 Harris tube, White Phosphor, Low-battery indicator in eyepiece, Variable gain control, Autogated power supply for improved resolution under highlighted settings
Life Span	N/A
Manufacturer's Description	The L3Harris M914A monocular is based upon the military nomenclature AN/PVS-14. This monocular is now available with improved white phosphor tube technology for greater target detection and recognition. Low-light and nighttime maneuvers appear more natural in black and white, with added contrast detail in shapes and shadows, providing the operator with more visual information for assessment and acquisition.
Purpose	For low-light and night time maneuvers
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$5,800.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: Grant funds; UASI
Item Picture	
Training Needed	In-Service Training

Dual Beam Aiming Laser	
Description	Steiner-Optical dual beam aiming laser DBAL AIII.
Quantity	15
Capability	Dual beam laser for target acquisition
Life Span	N/A
Manufacturer's Description	Available for the commercial market, the first eye-safe IR laser pointer, IR illuminator and green laser pointer in a single compact unit. Features an adjustable IR illuminator for better illumination at longer ranges, dual activation switches and high/low power modes.
Purpose	To be utilized in conjunction with night vision equipment
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2016 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

National City Police Department

Policy Manual

Military Equipment

706.2 POLICY

It is the policy of the National City Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of National City Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

National City Police Department Procedures Manual: 706.2 Military Equipment Inventory

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The

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National City Police Department

Policy Manual

Military Equipment

military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

~~Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. Specific guidelines for the use of military equipment by allied agencies is outlined in Procedure 706.~~

National City Police Department Procedures Manual: 706.1 Military Equipment Procedures

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Military Equipment Inventory

706.1 MILITARY EQUIPMENT PROCEDURES

PURPOSE

This policy establishes guidelines for the acquisition, funding, use and reporting of "military equipment," as the term is defined in Government Code section 7070. This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481. These obligations include but are not limited to seeking approval on specific items deemed to be military equipment and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

POLICY

It is the policy of the National City Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

PHILOSOPHY

The acquisition of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

PROCEDURE

A. DEFINITIONS

1. Governing Body – The elected or appointed entity that oversees the National City Police Department
2. Military Equipment – Any of a wide variety of items as defined by California Government Code section 7070, subsections (c)(1) through (c)(16).

B. GENERAL

1. The Department shall obtain approval of the governing body annually prior to engaging in any of the following activities:
 - (a) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
 - (b) Seeking funds for military equipment including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 - (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

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National City Police Department
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Military Equipment Inventory

- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to general order.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
- (b) In seeking the approval of the governing body, the Department shall submit a proposed military equipment use policy, or subsequent amendments, to the City Council and the public via the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

C. MILITARY EQUIPMENT USE CONSIDERATIONS

- 1. The military equipment acquired and authorized by the Department is:
 - (a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - (b) Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- 2. Military equipment shall only be used by a Department employee after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed, unless exigent circumstances arise.
- 3. On occasion, the Department may be required to assist other law enforcement agencies in a formal Law Enforcement Mutual Aid Request (LEMA) or support with day to day operational collaboration (i.e. pursuits, investigative unit assistance, joint law enforcement operations, etc.). In certain mutual aid or operational collaboration circumstances, it may be necessary for sworn Department members to utilize military equipment in order to fulfill an assigned mission (i.e. civil unrest, SWAT requests, barricaded suspects in a vehicle, etc.). When sworn Department members utilize military equipment in instances of mutual aid or law enforcement collaboration, the following shall apply:
 - (a) Department members are required to adhere to the Department's Military Equipment policy and all policies and procedures outlined within the National City Police Department's Policy and Procedures Manual, regardless of operational jurisdiction.
 - (b) Should the National City Police Department request mutual aid from another law enforcement agency within the City of National City and military equipment is required during the course of the response, the following shall apply:
 - i. The National City Police Department shall remain in charge of the overall incident command.
 - ii. The Incident Commander or their designee shall brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.

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Military Equipment Inventory

- iii. Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid. If the Incident Commander is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines outlined in this procedure, the Incident Commander may elect to cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

D. MILITARY EQUIPMENT REPORTING CONSIDERATIONS

The Department shall submit an annual military equipment report to City Council that addresses each type of military equipment possessed by the Department.

1. The Department shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.
2. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:
 - (a) A summary of how the military equipment was used and the purpose of its use.
 - (b) A summary of any complaints or concerns received concerning the military equipment.
 - (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
 - (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
 - (e) The quantity possessed for each type of military equipment.
 - (f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

E. CATALOGING OF MILITARY USE EQUIPMENT

1. All military use equipment kept and maintained by the National City Police Department shall be cataloged in a way which addresses each of the following requirements:
2. The manufacturer's description of the equipment.
3. The capabilities of the equipment.
4. The purposes and authorized uses for which the Department proposes to use the equipment.
5. The expected lifespan of the equipment.
6. The fiscal impact of the equipment, both initially and for on-going maintenance.

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Military Equipment Inventory

7. The quantity of the equipment, whether maintained or sought.

F. COMPLIANCE

1. The Department Internal Affairs Division will ensure that all Department members comply with this policy. Internal Affairs will conduct an annual audit with the assistance of the Range Staff. The Chief of Police or designee will be notified of any policy violations and, if needed, the violation(s) will be referred to the Internal Affairs and handled in accordance with National City Police Department's Policy and Procedures. All instances of non-compliance will be reported to City Council via the annual military equipment report.
2. Any member of the public can register a question or concern regarding military use equipment by contacting the National City Police Department's Internal Affairs Unit.
3. Any member of the public can submit a complaint to any member of the Department and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it should be routed to the Internal Affairs Unit for investigation.

Internal Affairs Unit

1200 National City Boulevard

National City, California 91950

(619) 336-4481

4. Additionally, any member of the public can submit a complaint to any member of the Community and Police Relations Commission (CPRC) and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it will be routed to the Internal Affairs Unit for investigation.

City of National City - Community and Police Relations Commission

1243 National City Boulevard

National City, California 91950

(619) 336-4241

G. FUNDING

The Department shall seek council approval for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

1. The Department has authority to apply for funding prior to obtaining council approval in the case of exigent circumstances. The Department shall obtain council approval as soon as practicable.

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Military Equipment Inventory

2. When the military items are classified as "consumable ammunition or munitions," the National City-City Council gives the police department prior approval to purchase such items. This will be granted without re-occurring approval for the following:
 - (a) When stocks of military equipment that has been previously authorized have reached significantly low levels or are exhausted, the Department may re-supply consumable items in order to reach an operational level. The Department may resupply the consumable items in that calendar year without prior City Council approval to maintain essential availability for the Department's needs.

H. MILITARY USE EQUIPMENT

1.0 UNMANNED AERIAL VEHICLES UAV'S AND ROBOTS

2.0 ARMORED PERSONNEL CARRIERS/ MULTIPURPOSE WHEELED VEHICLES

3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER

4.0 SPECIALIZED FIREARMS / AMMUNITION LESS THAN 50 CALIBER

5.0 EXPLOSIVE BREACH APPARATUS AND BREACHING ROUNDS

6.0 CHEMICAL AGENT, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES (PEPPER BALLS), SPECIALTY LESS LETHAL MUNITIONS, LIGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION

7.0 40MM LAUNCHERS AND LESS LETHAL BEAN BAG SHOTGUN

8.0 ADDITIONAL ITEMS

706.2 MILITARY EQUIPMENT INVENTORY

See attachment: AB 481 Draft Policy - Procedure 706 Final Draft For Approval.pdf

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Attachments

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**AB 481 Draft Policy - Procedure
706 Final Draft For Approval.pdf**


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H. MILITARY USE EQUIPMENT

- 1.0 UNMANNED AERIAL VEHICLES UAV'S AND ROBOTS
- 2.0 ARMORED PERSONNEL CARRIERS/ MULTIPURPOSE WHEELED VEHICLES
- 3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER
- 4.0 SPECIALIZED FIREARMS / AMMUNITION LESS THAN 50 CALIBER
- 5.0 EXPLOSIVE BREACH APPARATUS AND BREACHING ROUNDS
- 6.0 CHEMICAL AGENT, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES (PEPPER BALLS), SPECIALTY LESS LETHAL MUNITIONS, LIGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION
- 7.0 40MM LAUNCHERS AND LESS LETHAL BEAN BAG SHOTGUN
- 8.0 ADDITIONAL ITEMS


1.0 UNMANNED AERIAL VEHICLE (UAV) AND ROBOTS

DJI Phantom 4 PRO	
Description	Small UAS quadcopter
Quantity	2
Capability	Search and rescue, exigent searches, visual aid at long distance, tactical deployments
Life Span	N/A
Manufacturer's Description	An updated camera is equipped with a 1-inch 20-megapixel sensor capable of shooting 4K/60fps video and Burst Mode stills at 14 fps. The adoption of titanium alloy and magnesium alloy construction increases the rigidity of the airframe and reduces weight, making the Phantom 4 Pro similar in weight to the Phantom 4. The Flight Autonomy system adds dual rear vision sensors and infrared sensing systems for a total of 5-direction of obstacle sensing and 4-direction of obstacle avoidance.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained and Certified Team Members
Costs	Initial Cost: \$2,200 per UAV (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2018 How was it purchased: General Fund

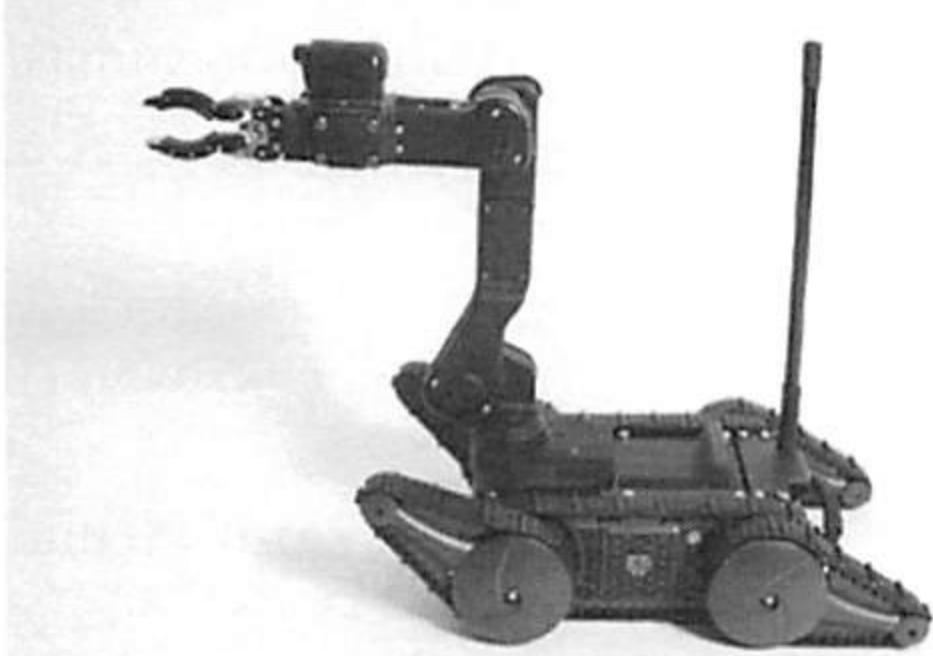
Item Picture	
Training Needed	Part 107 Commercial License; On-duty Flight Training

DJI Mavic Pro	
Description	Small Quadcopter UAS
Quantity	1
Capability	Search and Rescue, Exigent Searches, Visual Aid at Long Distance
Life Span	N/A
Manufacturer's Description	The DJI Mavic Pro is a portable and powerful drone with a 3-axis gimbal 4K camera, a max transmission range of 4.1 mi (7 km) and a sophisticated design.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained and Certified Team NCPD / FD Members
Costs	Initial Cost: \$1,500 (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2018 How was it purchased: General fund
Item Picture	
Training Needed	Part 107 Commercial License; On-duty Flight Training

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Sky Hero Loki 2.0	
Description	Small UAS Quadcopter
Quantity	1
Capability	Search and rescue, exigent searches, visual aid at long distances.
Life Span	N/A
Manufacturer's Description	LOKI is the world's first purpose built tactical UAS. Designed and built in conjunction with several of the world's top counter terror units, LOKI Mk2 solves virtually all of the problems associated with the tactical use of commercial UAS systems. LOKI is intended for close quarter, indoor and outdoor tactical scouting missions, and features a highly sensitive Night-Day + IR sensor camera giving it the ability to fly and see in complete darkness.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$12,000 (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2021 How was it purchased: Grant funded (SHSP)
Item Picture	
Training Needed	In Service Training

Avatar Robot	
Description	Small, tracked, remote controlled robot
Quantity	1
Capability	Remote controlled, portable tracked robot capable of assessing the dangers of a situation by its ability to maneuver through difficult terrain and provide feedback to the operator.
Life Span	N/A


<p>Manufacturer's Description</p>	<p>The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation.</p> <p>The AVATAR® saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The AVATAR® Robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor.</p> <p>Departments across the United States and internationally are using the AVATAR® Robots. With the AVATAR®'s market beating affordability and ease-of-use, so can you.</p>
<p>Purpose</p>	<p>To safely assess a situation for tactical advantage and protect lives</p>
<p>Authorized Usage</p>	<p>Trained NCPD SWAT Team Members</p>
<p>Costs</p>	<p>Initial Cost: \$21,000 Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2013 How was it Bought: General Fund/Grant Homeland Security Grant.</p>
<p>Item Picture</p>	
<p>Training Needed</p>	<p>SWAT Team Training</p>

2.0 ARMORED PERSONNEL CARRIERS/MULTIPURPOSE WHEELED VEHICLES

<p>Ballistic Armored Tactical Transport</p>	
<p>Description</p>	<p>Ballistic Armored Tactical Transport (BATT) Vehicle - BATT vehicles feature a high hard ballistic steel hull based on the Ford</p>

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	F-550 Super Duty commercial chassis. The conventional layout of the vehicle houses the engine in the front, crew cab in the center and troop compartment at rear. The forward cabin of the vehicle is protected by a two-piece wind-shield with sun band.
Quantity	1
Capability	BATT can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.
Life Span	20+ Based on maintenance care
Manufacturer's Description	<p>The BATT vehicles can be installed with Spec Rest tactical shooting platform on turret and doors. The compact and fully modular platform allows the installation of a wide range of guns in multiple truck mounted locations.</p> <p>The vehicle is fitted with vertical body panels offering Level NIJ III+ (B6+) protection. The floor, roof and bonnet can be armored up to a level of NIJ III (B6). Windows are fitted with bullet-proof glass-clad polycarbonate laminates delivering NIJ III (B6) protection. The fuel tank is also equipped with additional protection features.</p> <p>The armored solutions of the BATT vehicle can protect the crew from multi-hit 7.62mm ammunition and 5.56mm ammunition including M193/SS 109 penetrator rounds.</p> <p>The BATT vehicle is powered by 6.8L Triton V-10 gasoline engine coupled to an electronic five-speed automatic transmission. The vehicle is also offered with gas and diesel engines. The BATT vehicle demonstrates high mobility in cross-country conditions. The four wheel drive vehicle is equipped with mono-beam leaf spring suspension.</p>
Purpose	BATT is designed to carry 12-14 Officers, depending on size of operators and amount of gear. The vehicle was created for law enforcement agencies and tactical teams to carry out rescue operations in a variety of settings.
Authorized Usage	Trained NCPD Members
Costs	<p>Initial Cost: \$227,000</p> <p>Re-Occurring Costs: N/A</p> <p>Maintenance Costs: \$1,000 year average.</p> <p>Year Obtained: 2013</p> <p>How was it Bought: General fund/Homeland Security Grant.</p>

Item Picture	
Training Needed	In-Service Training


Mobile Command Vehicle	
Description	Mobile Command Vehicle (MCV) is a custom-built mobile command post vehicle with multiple forms of communications ability as well as Computer Aided Dispatch (CAD) capabilities. The unit can act as a mobile Emergency Operations Center in the event of an emergency.
Quantity	1
Capability	As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.
Life Span	20+ Years
Manufacturer's Description	The MCV 36 feet long, 11 feet tall and has a 250 horsepower diesel engine, hydraulic brakes and a 60-gallon fuel tank. It is equipped with four flat-screen televisions; satellite feed; two DVD-VCRs; five police radios; seven interior phones and two exterior phones; and a mounted pole camera that can extend vertically to 25 feet.
Purpose	Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events.
Authorized Usage	MCV usage must be requested and approved through the chain of command and driven by trained NCPD Members
Costs	Initial Cost: \$340,000 Re-Occurring Costs: N/A Maintenance Costs: \$1,000 / year – estimated cost Year Obtained: 2009 How was it Bought: General Funds/Homeland Security Grant

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Item Picture	
Training Needed	In-Service Training

Crisis Negotiations Team Van	
Description	2020 Ford Transit 3500 Custom Build-out
Quantity	1
Capability	Command Vehicle is a mobile command vehicle that houses the Command and Control element for Emergency Negotiators during a critical incident. The vehicle is equipped with communications equipment to assist with the mission.
Life Span	The CNT vehicle has a 30-year lifespan on a chassis and vehicle.
Manufacturer's Description	2020 Ford Transit Cargo Van - Automatic emergency braking; Auto high-beam headlights; Rain-sensing wipers; 3.5-liter V6 engine; Rearview camera, Custom build-out with floor to roof cabinets, and radio communications.
Purpose	To be utilized for critical incident callouts for Crisis Negotiations.
Authorized Usage	Trained NCPD / CNT Members
Costs	Initial Cost: \$138,000 Re-Occurring Costs: Maintenance Costs Maintenance Costs: N/A Year Obtained: 2021 How was it Bought: General Fund
Item Picture	

Training Needed	In-Service Training
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SkyWatch	
Description	SkyWatch Portable Observation Tower
Quantity	1
Capability	Portable and rapidly deployable, it provides a strategic perspective and symbolic deterrent. Customize payload with pan-tilt IR, night vision, visible-light cameras, in-cab controls, ground radar, monitors, and NVR, and searchlights. Designed for crowd control, high-crime area monitoring, and missing person command post.
Life Span	20+ Years
Manufacturer's Description	Height: Max Height (Excluding Cameras) - Cab Deployed 30' 6" Generator: Diesel with 78 Gallon Tank OR Gasoline with 20 Gallon EVAP Tank Shore Power: Standard All Steel Construction LED Flood Lights Air Conditioning/Heating Command Desk LED Flood Lights On All 4 Sides of the Cab Electrical Outlets inside Cab and Operational Compartment Digital Wind Speed Meter (withstands winds up to 40MPH) Under Cab Safety Camera Limousine Tint on all windows Rugged lift design with robust support outriggers
Purpose	Parking Lot Surveillance and Detection Perimeter Protection High Crime Area Monitoring Major Venue Crowd Control Missing Person Command Flight Line Protection Gate Over Watch Perimeter Protection High Value Equipment Protection
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$230,000 Re-Occurring Costs: N/A Maintenance Costs: \$250.00 – \$500.00 estimated costs annually Year Obtained: 2021 How was it Bought: UASI Grant Fund
Item Picture	

Training Needed	In-Service Training
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3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER


Not Applicable

4.0 SPECIALIZED FIREARMS/AMMUNITION LESS THAN .50 CALIBER

Colt M4 Carbine	
Description	Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)
Quantity	40
Capability	The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle in standard configuration.
Life Span	N/A
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	Department personnel trained and qualified in its use
Costs	Unit Cost: \$1,500.00 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2012 - 2018 How was it Bought: General funds
Item Picture	
Training Needed	POST Certified Patrol Rifle Course; Yearly Department Rifle Qualifications


Colt M4 Carbine CQB

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Description	Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)
Quantity	15
Capability	The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.
Life Span	N/A
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	NCPD SWAT Team Members
Costs	Initial Cost: \$1,500 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2012-2015 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; In-Service Training; Quarterly Department Rifle Qualifications

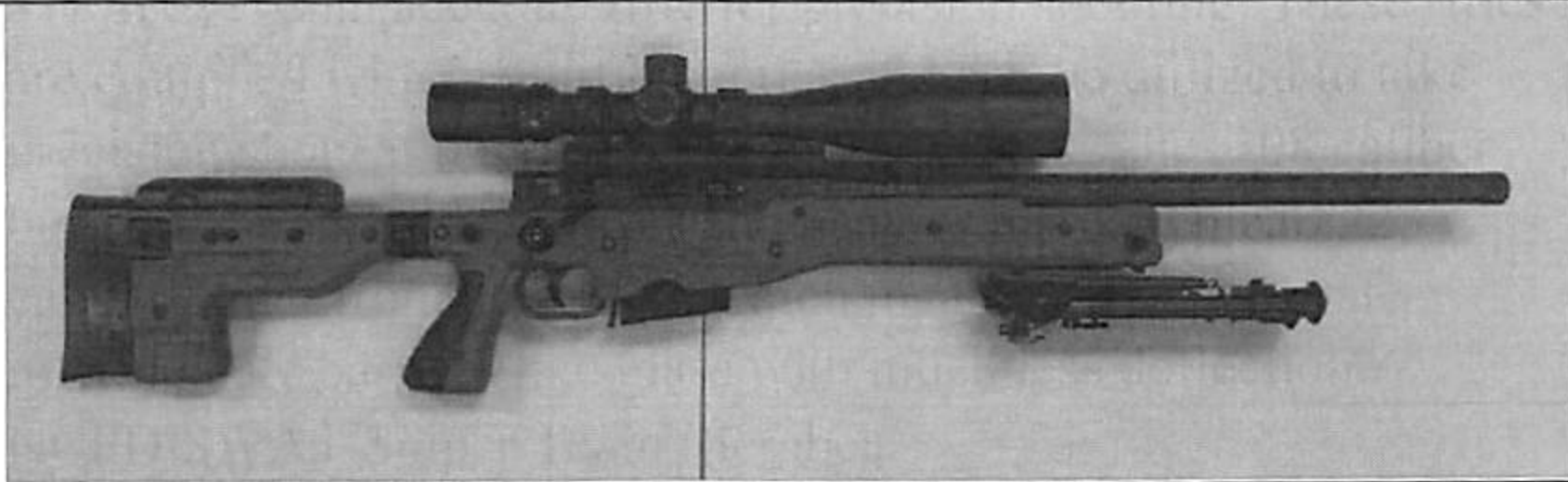
Daniel Defense V4S Rifle (to replace the current M4 Rifles on SWAT)	
Description	Daniel Defense DDM4V7S 11.5", select fire, 5.56mm, select fire with M-LOK rail Carbine Rifle (.223/5.56)
Quantity	16
Capability	The Daniel Defense V4S Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.
Life Span	N/A
Manufacturer's Description	The DDM4V7S AR15 style firearm features the MFR 10.0 M-LOK rail and is built around a free floating, cold hammer forged 11.5 inch barrel.

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Purpose	The Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	NCPD SWAT Team Members
Costs	Initial Cost: \$2,200.00 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2022 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; In-Service Training; Quarterly Department Rifle Qualifications

Remington 700 Rifle	
Description	Remington 700 .308 Cal Rifle
Quantity	6
Capability	Long Range Precision Shooting
Life Span	N/A
Manufacturer's Description	It's the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history.
Purpose	The Remington 700 is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection.
Authorized Usage	NCPD SWAT Sniper Team Member
Costs	Initial Cost: Unit cost \$999.95 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2008 How was it Bought: General funds


Item Picture	
Training Needed	SWAT Academy; Certified Sniper Course

Accuracy International AT (to replace the Remington 700 Rifles)	
Description	.308 Accuracy International AT Bolt Action Rifle
Quantity	2
Capability	Long Range Precision Shooting
Life Span	N/A
Manufacturer's Description	The AT (Accuracy Tactical) continues the legacy of the combat proven AW308 and takes the AW to new levels. The AIAT has a 20-inch quick change barrel and a folding stock. The AT is ideal for Law Enforcement and civilian users.
Purpose	The AIAT is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection.
Authorized Usage	NCPD SWAT Sniper Team Member
Costs	Unit Cost: \$4332.50 Re-Occurring Costs: \$1000 every 5 years. Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Certified Sniper School

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5.0 EXPLOSIVE BREACHING APPARATUS AND EXPLOSIVE BREACHING ROUNDS

5.1 Breaching Shotgun Rounds


CTS Shotgun Breaching Rounds	
Description	CTS 2570 12 gauge breaching rounds
Quantity	170
Capability	Capable of defeating locks, deadbolt locks, hinges and other type of doorway entry hardware
Life Span	Consumable item replaced as needed
Manufacturer's Description	12-gauge frangible slug to disrupt locking mechanisms and hinges, defeat and breach external and internal doors.
Purpose	Used to defeat locks, deadbolts, hinges and other types of doorway hardware and locking mechanisms, both inner and outer doors.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$8.99 per unit Re-Occurring Costs: consumable item replaced as needed Maintenance Costs: N/A Year Obtained: 1997 - 2021 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy, Certified Breaching Course, SWAT In-Service Training


5.0 CHEMICAL AGENTS, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES, SPECIALTY LESS LETHAL MUNITIONS, LISGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION

Spede Heat CS Gas Grenade	
Description	Defense Technology, Speed-Heat Continuous Discharge Grenade, CS
Quantity	109

Capability	Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Spede-Heat CS Grenade is a high-volume continuous burn device. It expels its payload in approximately 30-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 inches by 2.62 inches and holds approximately 81.2g of CS chemical agent.
Purpose	To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$25.00 per unit Re-Occurring Costs: N/A Maintenance Costs: Consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; Chemical Agents Instructor's Course


Han-Ball CS Grenade	
Description	Defense Technology, Han-Ball Grenade, CS
Quantity	5
Capability	Can be hand thrown, deployed via robot, launched, placed into a GasRam, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Han-Ball CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an overall size of 4.8 in. tall, including the fuse head, and 3.1 in. diameter. This launchable grenade holds approximately 45.5g of CS chemical agent, which is expelled through three ports around the equator of the ball.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$34.50 cost per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed

	Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Swat Academy, Certified Chemical Agents Instructor's Course

5230B CS Baffled Canister Grenade	
Description	CTS, 5230B – CS Baffled canister Grenade, Pyro, Low Flame Potential
Quantity	10
Capability	Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 5230B pyrotechnic grenade is designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$37.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agent Instructor Course


40mm CS Ferret Liquid Rounds	
Description	Defense Technology, Ferret 40mm <i>Liquid</i> Barricade Penetrator Round, CS
Quantity	8
Capability	Can be launched via a 40mm launcher.


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Life Span	5-year manufacturer warranty
Manufacturer's Description	<p>The Ferret 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.</p> <p>In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.</p>
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	<p>Initial Cost: \$23.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agent Instructor's Course

Flameless Tri-Chamber CS Grenade	
Description	Defense Technology, Flameless Tri-Chamber CS Grenade
Quantity	101
Capability	Internal Burn Safe (flameless); Indoor/ Attic Use
Life Span	5-year manufacturer warranty
Manufacturer's Description	The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	<p>Initial Cost: \$47.00 per unit Re-Occurring Costs: N/A</p>


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	Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and Chemical Agent Instructor Course


OC Aerosol Grenade Fogger	
Description	Defense Technology, OC Aerosol Grenade 1.3% Fogger, 1 oz. / 6 oz.
Quantity	2
Capability	Can be hand thrown or hand held
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 1 oz. / 6 oz. OC Aerosol Grenade will deliver its payload of 1/3% MC% OC in 15-20 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$17.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and In-Service Training


OC Vapor Aerosol Grenade

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Description	Defense Technology, OC Vapor Aerosol Grenade
Quantity	5
Capability	Can be hand thrown and deployed in a Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Defense Technology OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$43.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and Chemical Agent Instructor's Course

Pepperballs	
Description	PepperBall LIVE-X
Quantity	460
Capability	Deployed via a Pepperball launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	PepperBall: Our most potent and powerful concentration of PAVA pepper powder. Once round of LIVE-X contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall LIVE rounds.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.


Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$1,119.00 per container (375 count) Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2000-2021 How was it Bought: General fund
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


Pepperball Glass Breaker	
Description	Pepperball Glass Breaker Projectile, .68 caliber
Quantity	100
Capability	This is a hard projectile which is used to break windows of vehicles and residences.
Life Span	3 years
Manufacturer's Desc	Glass Breaker Used to break side glass of vehicles and residential glass windows. Product Features: <ul style="list-style-type: none"> • Ultrasonically welded • Shell color indicates payload • Not to be used on humans or animals • 100% waterproof • Operational in all temperatures • Non-flammable • Available in 10, 100 • Made in the USA
Purpose	This is a hard projectile which is used to break windows of vehicles and residences.
Costs	Initial Cost: \$290 per container of 100 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2000-2021 How was it bought: General funds
Item Picture	


Training Needed	In-Service Training; Annual Department Qualifications
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Sting-Ball Grenades	
Description	CTS, Model #9590 Sting-Ball Multi-Effect Grenades
Quantity	4
Capability	Primarily used for crowd control in indoor and outdoor situations.
Life Span	5-year manufacturer warranty.
Manufacturer's Description	Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$46.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


Low Roll II Distraction Device	
Description	Defense Technology, Low Roll II, 11- Gram Non Reloadable Distraction Device
Quantity	14
Capability	This intermediate less lethal specialty munition allows for sound diversion during tactical operations which allows for tactical advantage during high-risk situations.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 11-Gram Low Roll II® Non-Reloadable Distraction Device, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed
Purpose	To safely resolve critical situations during high-risk tactical operations.


Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$50.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

CS Triple-Chaser	
Description	Defense Technology, Triple-Chaser, Separating Canister CS
Quantity	50
Capability	This grenade can be hand thrown or launched from a delivery system.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Triple-Chaser consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has approximate burn time of 20-30 seconds.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$50.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agents Instructor's Course


40mm Foam Baton Round	
Description	Defense Technology, Multiple Foam Baton Round
Quantity	98
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 40 mm Multiple Foam Baton Round is most widely used as a crowd management tool where stand-off distances are limited. It may also prove valuable in riot situations where police lines and protestors are in close proximity. The round contains three foam projectiles. It utilizes smokeless powder and has more consistent velocities and tighter patterns compared to its 37 mm counterpart. The foam projectile allows for closer deployment, while minimizing injury.
Purpose	To safely resolve critical situations during high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$30.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

40mm Sponge Baton Rounds	
Description	CTS, 40mm Sponge, Smokeless Spin Stabilized, 4" Long
Quantity	3
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty.
Manufacturer's Description	The Model 4557 Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.
Purpose	To safely resolve critical situations such as crowd control during riots
Authorized Usage	NCPD SWAT Team

Costs	Initial Cost: \$36.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2018-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


HC Smoke Canister	
Description	Defense Technology, Maximum HC Smoke Military-Style Canister
Quantity	5
Capability	Can be hand thrown, deployed via robot, launched, or placed into aMunitions Pole
Life Span	5-year manufacturer warranty.
Manufacturer's Description	The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$25.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

40mm Exact Impact Sponge Rounds	
Description	Defense Technology, Exact Impact 40mm Standard Range Sponge Round
Quantity	12

Capability	This intermediate less lethal specialty munition allows for direct impact from a minimum range of 5ft./1.5m out to a maximum effective range 131ft / 40m.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Exact Impact 40mm sponge round is a point-of-aim, point-of- impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. Theround utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.
Purpose	To safely resolve critical situations such as crowd control during riotoussituations and high-risk tactical operations. These are necessary becausethere is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$20.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training


12 Gauge Less Lethal Munitions	
Description	Safariland 12 Gauge Drag Stabilized Round
Quantity	321 Rounds
Capability	This intermediate less lethal specialty munition allows for direct impact from a minimum range of 20ft. out to a maximum effective range of 75ft.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 12-Gauge Drag Stabilized Round is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails.


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Purpose	To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.
Costs	Initial Cost: \$4.75 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General Funds
Item Picture	
Training Needed	In-Service Training


12 Gauge Rifled Slug	
Description	12 Gauge Hollow Point Rifled Slug
Quantity	950 Rounds
Capability	Gauge 12 Gauge Bullet Weight 438 Bullet Style Rifled Hollow Point Slug Muzzle Velocity 1610 Type Lead Shot Charge Oz 1 Shot shell Length 2-3/4in. / 70mm Ballistic Coefficient .110 Package Quantity 5
Life Span	N/A
Manufacturer's Description	<ul style="list-style-type: none"> • 12 Gauge • 1,610 Feet per second • 438 Grain rifled hollow point slug • 5 Rounds per box • 2-3/4 Inch shot shell
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	Initial Cost: \$7.99 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A

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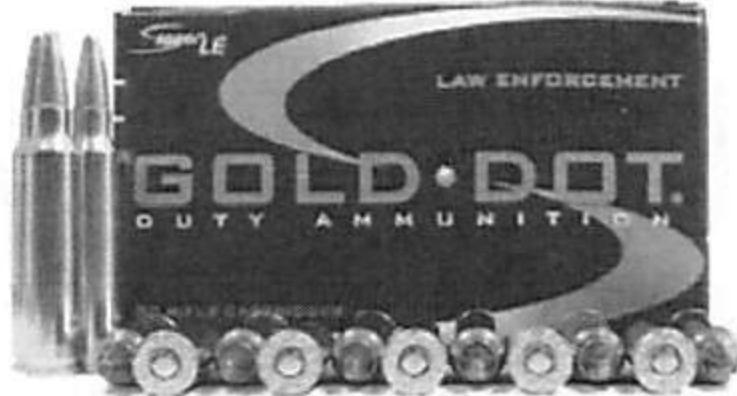
	Year Obtained: Unknown How was it bought: General funds
Item Picture	
Training Needed	San Diego Regional Law Enforcement Academy

12 Gauge Low Recoil Rifled Slug	
Description	Federal Premium 12ga Truball Low Recoil Rifled Slug HP
Quantity	160 Rounds
Capability	Gauge 12 Gauge Muzzle Velocity 1600 Bullet Style TruBall Hollow Point Slug Bullet Weight 438 Type Lead Shot Charge Oz 1 Shotshell Length 2-3/4in. / 70mm Ballistic Coefficient .063 Package Quantity 5
Life Span	N/A
Manufacturer's Desc	The Federal Premium TruBall is the most consistent smoothbore slug on the market, capable of groups as tight as 1.4 inch at 50 yards. The TruBall system locks the components together, centering and pushing the rifled slug out of the barrel
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	Initial Costs: \$7.99 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds
Item Picture	
Training Needed	San Diego Regional Law Enforcement Academy


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.223 Rifle Ammunition	
Description	Federal Ammunition American Eagle
Quantity	27,440 Rounds
Capability	Caliber 223 Rem Bullet Weight 55 Bullet Style Full Metal Jacket Boat-Tail Muzzle Velocity 3240 Ballistic Coefficient .269 Bullet Length In 0.735in. / 18.66mm Usage Target Shooting
Life Span	N/A
Manufacturer's Desc	American Eagle rifle ammunition offers consistent, accurate performance at a price that's perfect for high-volume shooting. The loads feature quality bullets, reloadable brass cases and dependable primers. <ul style="list-style-type: none"> • Ideal for target practice • Accurate and reliable Consistent primers and brass
Purpose	Maintaining Perishable Marksmanship Skills
Costs	Initial Cost: \$205.64 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

.223 Rifle Ammunition	
Description	Speer LE Gold Dot Duty Ammunition
Quantity	15,000 rounds
Capability	<ul style="list-style-type: none"> • Speer Ammunition • LE Duty Gold Dot • Caliber: .223 Remington • Bullet weight 62 grain • Bullet Style: Gold Dot Soft Point • Casing: Nickel Plated Brass • Muzzle Velocity: 3000 FPS • Quantity: 20 rounds per box


Life Span	N/A
Manufacturer's Description	<p>Speer LE .223 REM 62 Grain Gold Dot Duty Rifle Ammunition is designed to deliver the high performance today's law enforcement officer's demand. Each Gold Dot bonded-core bullet is individually engineered to provide shot-to-shot uniformity and ensure optimum performance when fired through a variety of barriers. The process of joining the jacket and core one molecule at a time eliminates the potential for the leading cause of bullet failure—jacket/core separation. It also ensures impressive weight retention through barriers as tough as auto-glass. Exact tolerances and unprecedented bullet uniformity of jacket thickness give Gold Dot rifle loads outstanding accuracy. In addition, these loads feature flash suppressed propellants and a muzzle velocity of up to 3000 fps.</p>
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	<p>Initial Cost: \$699.99 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2022 How was it bought: General funds</p>
Item Picture	
Training Needed	In-Service Training

.308 Rifle Ammunition	
Description	.308 caliber ammunition
Quantity	2000 rounds
Capability	<ul style="list-style-type: none"> • Caliber: 308 Win • Bullet Weight: 168 • Bullet Style: Sierra Match king Boat-Tail Hollow Point • Muzzle Velocity: 2650 • Ballistic Coefficient: 0.462 • Package Quantity: 20 • Use: Target Shooting
Life Span	N/A
Manufacturer's Description	<p>Long range isn't just a distance. It's a state of mind. A dedication to push further. And it's why Federal Premium builds Gold Medal rifle loads. The exclusive primer design</p>


	<p>provides the best sensitivity and most consistent ballistics in the industry. The precision-built Sierra MatchKing bullet is shot to win more matches than any other rifle bullet. It's the only choice for the world's most elite shooters.</p> <ul style="list-style-type: none"> • Boat-tail hollow-point bullet provides the extra margin of ballistic performance match shooters need • Uniform match jacket ensures consistent, long-range accuracy • Federal brass • Specially formulated propellant • Benchrest-quality Gold Medal prime
Purpose	Long range precision rifle fire
Costs	<p>Initial Cost: \$439.00 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Sniper Academy; In-Service Training

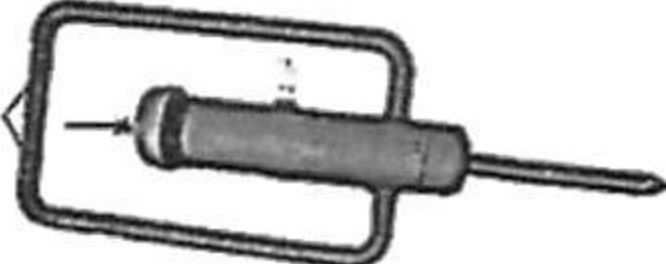
7.0 40 MM LAUNCHERS, LESS LETHAL BEAN BAG SHOTGUNS, GAS DELIVERY SYSTEMS

40mm Single Launcher	
Description	Defense Technology, 40MM LMT Tactical Single Launcher, Expandable Stock
Quantity	4
Capability	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating


	(DefTech 2262) rounds
Life Span	N/A
Manufacturer's Description	Manufactured exclusively for Defense Technology, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.
Purpose	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training

40mm Multi launcher	
Description	Penn Arms 40mm Pump Multi Launcher (PGL 65-40)
Quantity	2
Capability	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Life Span	N/A
Manufacturer's Description	A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity and rifled barrel. Previously labeled the PGL-65, the features include: Double-action trigger, trigger lock push button and hammer lock safeties. See specification sheet for more details.
Purpose	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$2,800.00 per unit Re-Occurring Costs: N/A


	Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2005 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training


Gas Ram – Custom Metal Concepts	
Description	Gas Ram, Tactical Non-Lethal Chemical Agent Delivery System
Quantity	1
Capability	The Gas Ram is a delivery system for chemical agents that can be self-deployed into a location.
Life Span	N/A
Manufacturer's Description	The Gas Ram is a multi-use tool that can be utilized for forced entry as a door ram or be deployed as a pyro technic non-lethal chemical agent delivery system.
Purpose	A metal device resembling a hand held pointed battering ram that can be loaded with a chemical agent canister. The Gas Ram can be used to introduce chemical agents into a location by piercing the wall, door, or roof of a structure.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2010 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

Burn Safe – Custom Metal Concepts	
Description	Chemical Agent Burn Safe
Quantity	1
Capability	The Burn Safe is a delivery system for chemical agents that can be self-deployed into a location.
Life Span	NA


Manufacturer's Description	The Burn Safe is a double-wall container constructed of aluminum that is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire.
Purpose	A metal cylindrical container designed to contain a pyrotechnic chemical agent canister and reduce fire hazard upon deployment into a structure.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$850.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2010 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

Benelli Shotgun	
Description	Benelli M1 Super 90 Semi- Automatic 12 Gauge Shotgun
Quantity	1
Capability	Deploys 12 gauge shotgun munitions and can be used as a breaching tool.
Life Span	20+
Manufacturer's Description	The Benelli rotating bolt system, a rugged and simple inertia recoil design that functions reliably with all types of 3 inch and 2-3/4 inch loads. A special drop adjustment kit allows the stock to be custom-fitted to any shooter.
Purpose	Deploying 12 gauge less lethal munitions Used for disabling cameras and/or lights during tactical operations Used for breaching windows
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,500.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: Unknown How was it Bought: General funds

Item Picture	
Training Needed	In-Service Less Lethal Course And Annual Training.


Shotguns	
Description	Remington Pump Action , 12 gauge action, with black colored butt stock and forend
Quantity	27
Capability	Deploying various 12 gauge munitions to include less lethal
Life Span	20+
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action
Purpose	Deploying various 12 gauge munitions to include less lethal
Costs	Initial Cost \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 1993 How was it bought: General funds
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service qualifications

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Shotguns	
Description	Remington Pump Action, 12 gauge action, with orange colored butt stock and forend.
Quantity	7
Capability	Deploying 12 gauge less lethal flexible
Life Span	Unknown
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action.
Purpose	<ul style="list-style-type: none"> • Deploying 12 gauge less lethal flexible baton (Safariland/Defense Technology 12 gauge Stabilized Round Part# 3027) as impact munitions • Used for disabling cameras and/or lights during tactical operations • Used for breaching windows
Costs	Initial Cost \$1,300.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 1993 How was it bought: General funds
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service Qualifications


SIMUNITIONS AND MISCELANEOUS EQUIPMENT

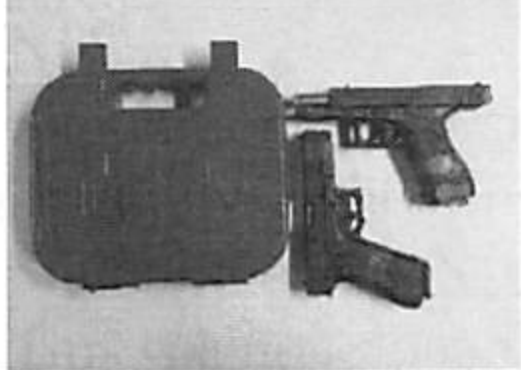
UTM Blue Bolts With Magazines	
Description	Ultimate Training Munitions (UTM), M16/M4 Rifle Bolt Carrier Assembly (Blue Bolt) and Magazines
Quantity	18
Capability	The UTM Blue Bolts and Magazines allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	All UTM 5.56mm rifle conversions employ a Fail-Safe measure where the firing pin is offset from center. Not only is the firing pin strike outside the strike area of a "Live" cartridge center fire primer, it does not strike the

	primer at all, hence the weapon fails to fire the host weapons "Live" caliber ammunition. This applies to all UTM rifle conversions.
Purpose	This is a non-operational bolt carrier group. This bolt carrier group is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$12,000.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	In-Service Training.

UTM 5.56mm Rounds	
Description	Ultimate Training Munitions (UTM) 5.56mm Man Marker Rounds (blue)
Quantity	9,500
Capability	The UTM 5.56mm Man Marker Rounds allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	Accurate and reliable marking projectile for Force-on-Force or Force-on-Target training. Adds realism and stress to training by providing a threat of consequence with physical and visual stimulus. Use of Force/ROE, Tactics, Skill Building, Scenarios, Movement Drills and other Interactive Training. Use as a safe prelude or alternative to 'Live-Fire' target or CQB training. Accuracy and reliability allows for multiple firearms, CQB, and marksmanship applications (360° firing, movement drills, weapon transitions).
Purpose	This is a non-operational munition. This munition is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$10,000.00 Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2020 How was it Bought: General funds


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Item Picture	
Training Needed	In-Service Training.


SIMS Glock 17 Pistols	
Description	Glock 17 9mm Pistol, Equipped with SIMS Conversion Kit
Quantity	2
Capability	The SIM Glock Pistol allows officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	Simunition conversion kit, which is a conversion bolt, bolt carrier assembly, safety ring, inserted to allow the Glock 17 to fire Simunitions safely from the users own service weapon.
Purpose	This is a non-operational firearm. This firearm is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$250.00 per unit Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it Bought: General funds
Item Picture	
Training Needed	Range Safety Officer Course or In-Service Training.

9mm Marking Cartridges	
Description	General Dynamics 9mm FX Marking Cartridges
Quantity	2500
Capability	The 9mm Marking Cartridges allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	The FX® Marking Cartridges are at the core of the Simunition FX® Training System known as "the world's most realistic close-range

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	combat training system". The patented, reduced-energy, non-lethal cartridges leave a detergent-based, water-soluble color-marking compound. The visible impacts allow accurate assessment of simulated lethality. The cartridges are available in various calibers and feature tactical accuracy up to 25 feet (7.6 meters). No special ballistic facilities are required. They meet the need for a force-on-force and man-to-man training system that is realistic, effective, inexpensive, adaptable and fully portable.
Purpose	This is a non-operational munition. This munition is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$40.00 per unit (50 rounds per box) Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: Unknown How was it Bought: General funds
Item Picture	
Training Needed	In-Service Training.


Forward Looking Infrared	
Description	FLIR LS Series
Quantity	1
Capability	Thermal image quality in the darkness or through smoke, haze, fog, rain
Life Span	N/A
Manufacturer's Description	The FLIR LS Series is a compact thermal monocular designed specifically for law enforcement.
Purpose	Thermal image quality in the darkness or through smoke, haze, fog, rain
Costs	Initial Cost: \$2599 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: General Funds
Item Picture	
Training Needed	In-Service Training

Forward Looking Infrared Camera	
Description	Avon/Argus Thermal Imaging Camera TT 320B
Quantity	1
Capability	Infrared cameras help you find potential problems fast, and document your findings for follow up and reporting. A great tool for electrical and industrial maintenance, process monitoring, tank levels, steam traps, utility inspections, and building maintenance.
Life Span	Discontinued
Manufacturer's Description	The Argus [®] TT-Type thermal imaging camera is specially designed to help police, security and law enforcement officers detect the heat signatures of people and objects.
Purpose	Thermal image quality in the darkness or through smoke, haze, fog, rain
Costs	Initial Cost: \$5,810.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

Night Vision Monocle	
Description	L3 WARRIOR SYSTEMS M914A PVS-14 White Phosphor Monocular
Quantity	15
Capability	Current generation L3 Harris tube, White Phosphor, Low-battery indicator in eyepiece, Variable gain control, Autogated power supply for improved resolution under highlighted settings
Life Span	N/A
Manufacturer's Description	The L3Harris M914A monocular is based upon the military nomenclature AN/PVS-14. This monocular is now available with improved white phosphor tube technology for greater target detection and recognition. Low-light and nighttime maneuvers appear more natural in black and white, with added contrast detail in shapes and shadows, providing the operator with more visual information for assessment and acquisition.

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Purpose	For low-light and night time maneuvers
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$5,800.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: Grant funds; UASI
Item Picture	
Training Needed	

Dual Beam Aiming Laser	
Description	Steiner-Optical dual beam aiming laser DBAL AIII.
Quantity	15
Capability	Dual beam laser for target acquisition
Life Span	N/A
Manufacturer's Description	Available for the commercial market, the first eye-safe IR laser pointer, IR illuminator and green laser pointer in a single compact unit. Features an adjustable IR illuminator for better illumination at longer ranges, dual activation switches and high/low power modes.
Purpose	To be utilized in conjunction with night vision equipment
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2016 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

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Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

National City Police Department

Policy Manual

Military Equipment

706.2 POLICY

It is the policy of the National City Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of National City Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

[National City Police Department Procedures Manual: 706.2 Military Equipment Inventory](#)

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The

Military Equipment

military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Specific guidelines for the use of military equipment by allied agencies is outlined in Procedure 706.

[National City Police Department Procedures Manual: 706.1 Military Equipment Procedures](#)

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Military Equipment Inventory

706.1 MILITARY EQUIPMENT PROCEDURES

PURPOSE

This policy establishes guidelines for the acquisition, funding, use and reporting of "military equipment," as the term is defined in Government Code section 7070. This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481. These obligations include but are not limited to seeking approval on specific items deemed to be military equipment and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

POLICY

It is the policy of the National City Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

PHILOSOPHY

The acquisition of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

PROCEDURE

A. DEFINITIONS

1. Governing Body – The elected or appointed entity that oversees the National City Police Department
2. Military Equipment – Any of a wide variety of items as defined by California Government Code section 7070, subsections (c)(1) through (c)(16).

B. GENERAL

1. The Department shall obtain approval of the governing body annually prior to engaging in any of the following activities:
 - (a) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
 - (b) Seeking funds for military equipment including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 - (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

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Military Equipment Inventory

- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to general order.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
- (b) In seeking the approval of the governing body, the Department shall submit a proposed military equipment use policy, or subsequent amendments, to the City Council and the public via the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

C. MILITARY EQUIPMENT USE CONSIDERATIONS

- 1. The military equipment acquired and authorized by the Department is:
 - (a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - (b) Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- 2. Military equipment shall only be used by a Department employee after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed, unless exigent circumstances arise.
- 3. On occasion, the Department may be required to assist other law enforcement agencies in a formal Law Enforcement Mutual Aid Request (LEMA) or support with day to day operational collaboration (i.e. pursuits, investigative unit assistance, joint law enforcement operations, etc.). In certain mutual aid or operational collaboration circumstances, it may be necessary for sworn Department members to utilize military equipment in order to fulfill an assigned mission (i.e. civil unrest, SWAT requests, barricaded suspects in a vehicle, etc.). When sworn Department members utilize military equipment in instances of mutual aid or law enforcement collaboration, the following shall apply:
 - (a) Department members are required to adhere to the Department's Military Equipment policy and all policies and procedures outlined within the National City Police Department's Policy and Procedures Manual, regardless of operational jurisdiction.
 - (b) Should the National City Police Department request mutual aid from another law enforcement agency within the City of National City and military equipment is required during the course of the response, the following shall apply:
 - i. The National City Police Department shall remain in charge of the overall incident command.
 - ii. The Incident Commander or their designee shall brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.

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Military Equipment Inventory

- iii. Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid. If the Incident Commander is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines outlined in this procedure, the Incident Commander may elect to cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

D. MILITARY EQUIPMENT REPORTING CONSIDERATIONS

The Department shall submit an annual military equipment report to City Council that addresses each type of military equipment possessed by the Department.

1. The Department shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.
2. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:
 - (a) A summary of how the military equipment was used and the purpose of its use.
 - (b) A summary of any complaints or concerns received concerning the military equipment.
 - (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
 - (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
 - (e) The quantity possessed for each type of military equipment.
 - (f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

E. CATALOGING OF MILITARY USE EQUIPMENT

1. All military use equipment kept and maintained by the National City Police Department shall be cataloged in a way which addresses each of the following requirements:
2. The manufacturer's description of the equipment.
3. The capabilities of the equipment.
4. The purposes and authorized uses for which the Department proposes to use the equipment.
5. The expected lifespan of the equipment.
6. The fiscal impact of the equipment, both initially and for on-going maintenance.

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Military Equipment Inventory

7. The quantity of the equipment, whether maintained or sought.

F. COMPLIANCE

1. The Department Internal Affairs Division will ensure that all Department members comply with this policy. Internal Affairs will conduct an annual audit with the assistance of the Range Staff. The Chief of Police or designee will be notified of any policy violations and, if needed, the violation(s) will be referred to the Internal Affairs and handled in accordance with National City Police Department's Policy and Procedures. All instances of non-compliance will be reported to City Council via the annual military equipment report.
2. Any member of the public can register a question or concern regarding military use equipment by contacting the National City Police Department's Internal Affairs Unit.
3. Any member of the public can submit a complaint to any member of the Department and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it should be routed to the Internal Affairs Unit for investigation.

Internal Affairs Unit

1200 National City Boulevard

National City, California 91950

(619) 336-4481

4. Additionally, any member of the public can submit a complaint to any member of the Community and Police Relations Commission (CPRC) and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it will be routed to the Internal Affairs Unit for investigation.

City of National City - Community and Police Relations Commission

1243 National City Boulevard

National City, California 91950

(619) 336-4241

G. FUNDING

The Department shall seek council approval for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

1. The Department has authority to apply for funding prior to obtaining council approval in the case of exigent circumstances. The Department shall obtain council approval as soon as practicable.

National City Police Department

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Military Equipment Inventory

2. When the military items are classified as "consumable ammunition or munitions," the National City-City Council gives the police department prior approval to purchase such items. This will be granted without re-occurring approval for the following:
 - (a) When stocks of military equipment that has been previously authorized have reached significantly low levels or are exhausted, the Department may re-supply consumable items in order to reach an operational level. The Department may resupply the consumable items in that calendar year without prior City Council approval to maintain essential availability for the Department's needs.

H. MILITARY USE EQUIPMENT

1.0 UNMANNED AERIAL VEHICLES UAV'S AND ROBOTS

2.0 ARMORED PERSONNEL CARRIERS/ MULTIPURPOSE WHEELED VEHICLES

3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER

4.0 SPECIALIZED FIREARMS / AMMUNITION LESS THAN 50 CALIBER

5.0 EXPLOSIVE BREACH APPARATUS AND BREACHING ROUNDS

6.0 CHEMICAL AGENT, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES (PEPPER BALLS), SPECIALTY LESS LETHAL MUNITIONS, LIGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION

7.0 40MM LAUNCHERS AND LESS LETHAL BEAN BAG SHOTGUN

8.0 ADDITIONAL ITEMS

706.2 MILITARY EQUIPMENT INVENTORY

See attachment: [AB 481 Draft Policy - Procedure 706 Final Draft For Approval.pdf](#)

Attachments


AB 481 Draft Policy - Procedure 706 Final Draft For Approval.pdf


H. MILITARY USE EQUIPMENT


- 1.0 UNMANNED AERIAL VEHICLES UAV’S AND ROBOTS
- 2.0 ARMORED PERSONNEL CARRIERS/ MULTIPURPOSE WHEELED VEHICLES
- 3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER
- 4.0 SPECIALIZED FIREARMS / AMMUNITION LESS THAN 50 CALIBER
- 5.0 EXPLOSIVE BREACH APPARATUS AND BREACHING ROUNDS
- 6.0 CHEMICAL AGENT, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES (PEPPER BALLS), SPECIALTY LESS LETHAL MUNITIONS, LIGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION
- 7.0 40MM LAUNCHERS AND LESS LETHAL BEAN BAG SHOTGUN
- 8.0 ADDITIONAL ITEMS

1.0 UNMANNED AERIAL VEHICLE (UAV) AND ROBOTS


DJI Phantom 4 PRO	
Description	Small UAS quadcopter
Quantity	2
Capability	Search and rescue, exigent searches, visual aid at long distance, tactical deployments
Life Span	N/A
Manufacturer’s Description	An uprated camera is equipped with a 1-inch 20-megapixel sensor capable of shooting 4K/60fps video and Burst Mode stills at 14 fps. The adoption of titanium alloy and magnesium alloy construction increases the rigidity of the airframe and reduces weight, making the Phantom 4 Pro similar in weight to the Phantom 4. The Flight Autonomy system adds dual rear vision sensors and infrared sensing systems for a total of 5-direction of obstacle sensing and 4-direction of obstacle avoidance.
Purpose	Unmanned aerial systems may be utilized to enhance the department’s mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained and Certified Team Members
Costs	Initial Cost: \$2,200 per UAV (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2018 How was it purchased: General Fund

Item Picture	
Training Needed	Part 107 Commercial License; On-duty Flight Training

DJI Mavic Pro	
Description	Small Quadcopter UAS
Quantity	1
Capability	Search and Rescue, Exigent Searches, Visual Aid at Long Distance
Life Span	N/A
Manufacturer's Description	The DJI Mavic Pro is a portable and powerful drone with a 3-axis gimbal 4K camera, a max transmission range of 4.1 mi (7 km) and a sophisticated design.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained and Certified Team NCPD / FD Members
Costs	Initial Cost: \$1,500 (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2018 How was it purchased: General fund
Item Picture	
Training Needed	Part 107 Commercial License; On-duty Flight Training

Sky Hero Loki 2.0	
Description	Small UAS Quadcopter
Quantity	1
Capability	Search and rescue, exigent searches, visual aid at long distances.
Life Span	N/A
Manufacturer's Description	LOKI is the world's first purpose built tactical UAS. Designed and built in conjunction with several of the world's top counter terror units, LOKI Mk2 solves virtually all of the problems associated with the tactical use of commercial UAS systems. LOKI is intended for close quarter, indoor and outdoor tactical scouting missions, and features a highly sensitive Night-Day + IR sensor camera giving it the ability to fly and see in complete darkness.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$12,000 (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2021 How was it purchased: Grant funded (SHSP)
Item Picture	
Training Needed	In Service Training

Avatar Robot	
Description	Small, tracked, remote controlled robot
Quantity	1
Capability	Remote controlled, portable tracked robot capable of assessing the dangers of a situation by its ability to maneuver through difficult terrain and provide feedback to the operator.
Life Span	N/A

<p>Manufacturer's Description</p>	<p>The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation.</p> <p>The AVATAR® saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The AVATAR® Robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor.</p> <p>Departments across the United States and internationally are using the AVATAR® Robots. With the AVATAR®'s market beating affordability and ease-of-use, so can you.</p>
<p>Purpose</p>	<p>To safely assess a situation for tactical advantage and protect lives</p>
<p>Authorized Usage</p>	<p>Trained NCPD SWAT Team Members</p>
<p>Costs</p>	<p>Initial Cost: \$21,000 Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2013 How was it Bought: General Fund/Grant Homeland Security Grant.</p>
<p>Item Picture</p>	
<p>Training Needed</p>	<p>SWAT Team Training</p>

2.0 ARMORED PERSONNEL CARRIERS/MULTIPURPOSE WHEELED VEHICLES


<p>Ballistic Armored Tactical Transport</p>	
<p>Description</p>	<p>Ballistic Armored Tactical Transport (BATT) Vehicle - BATT vehicles feature a high hard ballistic steel hull based on the Ford</p>

	F-550 Super Duty commercial chassis. The conventional layout of the vehicle houses the engine in the front, crew cab in the center and troop compartment at rear. The forward cabin of the vehicle is protected by a two-piece wind-shield with sun band.
Quantity	1
Capability	BATT can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.
Life Span	20+ Based on maintenance care
Manufacturer's Description	<p>The BATT vehicles can be installed with Spec Rest tactical shooting platform on turret and doors. The compact and fully modular platform allows the installation of a wide range of guns in multiple truck mounted locations.</p> <p>The vehicle is fitted with vertical body panels offering Level NIJ III+ (B6+) protection. The floor, roof and bonnet can be armored up to a level of NIJ III (B6). Windows are fitted with bullet-proof glass-clad polycarbonate laminates delivering NIJ III (B6) protection. The fuel tank is also equipped with additional protection features.</p> <p>The armored solutions of the BATT vehicle can protect the crew from multi-hit 7.62mm ammunition and 5.56mm ammunition including M193/SS 109 penetrator rounds.</p> <p>The BATT vehicle is powered by 6.8L Triton V-10 gasoline engine coupled to an electronic five-speed automatic transmission. The vehicle is also offered with gas and diesel engines. The BATT vehicle demonstrates high mobility in cross-country conditions. The four wheel drive vehicle is equipped with mono-beam leaf spring suspension.</p>
Purpose	BATT is designed to carry 12-14 Officers, depending on size of operators and amount of gear. The vehicle was created for law enforcement agencies and tactical teams to carry out rescue operations in a variety of settings.
Authorized Usage	Trained NCPD Members
Costs	<p>Initial Cost: \$227,000</p> <p>Re-Occurring Costs: N/A</p> <p>Maintenance Costs: \$1,000 year average.</p> <p>Year Obtained: 2013</p> <p>How was it Bought: General fund/Homeland Security Grant.</p>


Item Picture	
Training Needed	In-Service Training

Mobile Command Vehicle	
Description	Mobile Command Vehicle (MCV) is a custom-built mobile command post vehicle with multiple forms of communications ability as well as Computer Aided Dispatch (CAD) capabilities. The unit can act as a mobile Emergency Operations Center in the event of an emergency.
Quantity	1
Capability	As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.
Life Span	20+ Years
Manufacturer's Description	The MCV 36 feet long, 11 feet tall and has a 250 horsepower diesel engine, hydraulic brakes and a 60-gallon fuel tank. It is equipped with four flat-screen televisions; satellite feed; two DVD-VCRs; five police radios; seven interior phones and two exterior phones; and a mounted pole camera that can extend vertically to 25 feet.
Purpose	Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events.
Authorized Usage	MCV usage must be requested and approved through the chain of command and driven by trained NCPD Members
Costs	Initial Cost: \$340,000 Re-Occurring Costs: N/A Maintenance Costs: \$1,000 / year – estimated cost Year Obtained: 2009 How was it Bought: General Funds/Homeland Security Grant

Item Picture	
Training Needed	In-Service Training

Crisis Negotiations Team Van	
Description	2020 Ford Transit 3500 Custom Build-out
Quantity	1
Capability	Command Vehicle is a mobile command vehicle that houses the Command and Control element for Emergency Negotiators during a critical incident. The vehicle is equipped with communications equipment to assist with the mission.
Life Span	The CNT vehicle has a 30-year lifespan on a chassis and vehicle.
Manufacturer's Description	2020 Ford Transit Cargo Van - Automatic emergency braking; Auto high-beam headlights; Rain-sensing wipers; 3.5-liter V6 engine; Rearview camera, Custom build-out with floor to roof cabinets, and radio communications.
Purpose	To be utilized for critical incident callouts for Crisis Negotiations.
Authorized Usage	Trained NCPD / CNT Members
Costs	Initial Cost: \$138,000 Re-Occurring Costs: Maintenance Costs Maintenance Costs: N/A Year Obtained: 2021 How was it Bought: General Fund
Item Picture	

Training Needed	In-Service Training
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SkyWatch	
Description	SkyWatch Portable Observation Tower
Quantity	1
Capability	Portable and rapidly deployable, it provides a strategic perspective and symbolic deterrent. Customize payload with pan-tilt IR, night vision, visible-light cameras, in-cab controls, ground radar, monitors, and NVR, and searchlights. Designed for crowd control, high-crime area monitoring, and missing person command post.
Life Span	20+ Years
Manufacturer's Description	Height: Max Height (Excluding Cameras) - Cab Deployed 30' 6" Generator: Diesel with 78 Gallon Tank OR Gasoline with 20 Gallon EVAP Tank Shore Power: Standard All Steel Construction LED Flood Lights Air Conditioning/Heating Command Desk LED Flood Lights On All 4 Sides of the Cab Electrical Outlets inside Cab and Operational Compartment Digital Wind Speed Meter (withstands winds up to 40MPH) Under Cab Safety Camera Limousine Tint on all windows Rugged lift design with robust support outriggers
Purpose	Parking Lot Surveillance and Detection Perimeter Protection High Crime Area Monitoring Major Venue Crowd Control Missing Person Command Flight Line Protection Gate Over Watch Perimeter Protection High Value Equipment Protection
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$230,000 Re-Occurring Costs: N/A Maintenance Costs: \$250.00 – \$500.00 estimated costs annually Year Obtained: 2021 How was it Bought: UASI Grant Fund
Item Picture	

Training Needed	In-Service Training
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3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER

Not Applicable


4.0 SPECIALIZED FIREARMS/AMMUNITION LESS THAN .50 CALIBER

Colt M4 Carbine	
Description	Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)
Quantity	40
Capability	The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle in standard configuration.
Life Span	N/A
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	Department personnel trained and qualified in its use
Costs	Unit Cost: \$1,500.00 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2012 - 2018 How was it Bought: General funds
Item Picture	
Training Needed	POST Certified Patrol Rifle Course; Yearly Department Rifle Qualifications

Colt M4 Carbine CQB

Description	Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)
Quantity	15
Capability	The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.
Life Span	N/A
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	NCPD SWAT Team Members
Costs	Initial Cost: \$1,500 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2012-2015 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; In-Service Training; Quarterly Department Rifle Qualifications


Daniel Defense V4S Rifle (to replace the current M4 Rifles on SWAT)	
Description	Daniel Defense DDM4V7S 11.5", select fire, 5.56mm, select fire with M-LOK rail Carbine Rifle (.223/5.56)
Quantity	16
Capability	The Daniel Defense V4S Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.
Life Span	N/A
Manufacturer's Description	The DDM4V7S AR15 style firearm features the MFR 10.0 M-LOK rail and is built around a free floating, cold hammer forged 11.5 inch barrel.

Purpose	The Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	NCPD SWAT Team Members
Costs	Initial Cost: \$2,200.00 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2022 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; In-Service Training; Quarterly Department Rifle Qualifications

Remington 700 Rifle


Description	Remington 700 .308 Cal Rifle
Quantity	6
Capability	Long Range Precision Shooting
Life Span	N/A
Manufacturer's Description	It's the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history.
Purpose	The Remington 700 is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection.
Authorized Usage	NCPD SWAT Sniper Team Member
Costs	Initial Cost: Unit cost \$999.95 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2008 How was it Bought: General funds

Item Picture	
Training Needed	SWAT Academy; Certified Sniper Course

Accuracy International AT (to replace the Remington 700 Rifles)	
Description	.308 Accuracy International AT Bolt Action Rifle
Quantity	2
Capability	Long Range Precision Shooting
Life Span	N/A
Manufacturer's Description	The AT (Accuracy Tactical) continues the legacy of the combat proven AW308 and takes the AW to new levels. The AIAT has a 20-inch quick change barrel and a folding stock. The AT is ideal for Law Enforcement and civilian users.
Purpose	The AIAT is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection.
Authorized Usage	NCPD SWAT Sniper Team Member
Costs	Unit Cost: \$4332.50 Re-Occurring Costs: \$1000 every 5 years. Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Certified Sniper School


5.0 EXPLOSIVE BREACHING APPARATUS AND EXPLOSIVE BREACHING ROUNDS

5.1 Breaching Shotgun Rounds


CTS Shotgun Breaching Rounds	
Description	CTS 2570 12 gauge breaching rounds
Quantity	170
Capability	Capable of defeating locks, deadbolt locks, hinges and other type of doorway entry hardware
Life Span	Consumable item replaced as needed
Manufacturer's Description	12-gauge frangible slug to disrupt locking mechanisms and hinges, defeat and breach external and internal doors.
Purpose	Used to defeat locks, deadbolts, hinges and other types of doorway hardware and locking mechanisms, both inner and outer doors.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$8.99 per unit Re-Occurring Costs: consumable item replaced as needed Maintenance Costs: N/A Year Obtained: 1997 - 2021 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy, Certified Breaching Course, SWAT In-Service Training


5.0 CHEMICAL AGENTS, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES, SPECIALTY LESS LETHAL MUNITIONS, LISGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION

Spede Heat CS Gas Grenade	
Description	Defense Technology, Speed-Heat Continuous Discharge Grenade, CS
Quantity	109


Capability	Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Spede-Heat CS Grenade is a high-volume continuous burn device. It expels its payload in approximately 30-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 inches by 2.62 inches and holds approximately 81.2g of CS chemical agent.
Purpose	To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$25.00 per unit Re-Occurring Costs: N/A Maintenance Costs: Consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; Chemical Agents Instructor's Course

Han-Ball CS Grenade	
Description	Defense Technology, Han-Ball Grenade, CS
Quantity	5
Capability	Can be hand thrown, deployed via robot, launched, placed into a GasRam, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Han-Ball CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an overall size of 4.8 in. tall, including the fuse head, and 3.1 in. diameter. This launchable grenade holds approximately 45.5g of CS chemical agent, which is expelled through three ports around the equator of the ball.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$34.50 cost per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed


	Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Swat Academy, Certified Chemical Agents Instructor's Course


5230B CS Baffled Canister Grenade	
Description	CTS, 5230B – CS Baffled canister Grenade, Pyro, Low Flame Potential
Quantity	10
Capability	Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 5230B pyrotechnic grenade is designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$37.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agent Instructor Course

40mm CS Ferret Liquid Rounds	
Description	Defense Technology, Ferret 40mm <i>Liquid</i> Barricade Penetrator Round, CS
Quantity	8
Capability	Can be launched via a 40mm launcher.


Life Span	5-year manufacturer warranty
Manufacturer's Description	<p>The Ferret 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.</p> <p>In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.</p>
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	<p>Initial Cost: \$23.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agent Instructor's Course

Flameless Tri-Chamber CS Grenade	
Description	Defense Technology, Flameless Tri-Chamber CS Grenade
Quantity	101
Capability	Internal Burn Safe (flameless); Indoor/ Attic Use
Life Span	5-year manufacturer warranty
Manufacturer's Description	The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	<p>Initial Cost: \$47.00 per unit Re-Occurring Costs: N/A</p>


	<p>Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Academy and Chemical Agent Instructor Course


OC Aerosol Grenade Fogger	
Description	Defense Technology, OC Aerosol Grenade 1.3% Fogger, 1 oz. / 6 oz.
Quantity	2
Capability	Can be hand thrown or hand held
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 1 oz. / 6 oz. OC Aerosol Grenade will deliver its payload of 1/3% MC% OC in 15-20 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	<p>Initial Cost: \$17.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Academy and In-Service Training

OC Vapor Aerosol Grenade


Description	Defense Technology, OC Vapor Aerosol Grenade
Quantity	5
Capability	Can be hand thrown and deployed in a Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Defense Technology OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$43.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and Chemical Agent Instructor's Course

Pepperballs	
Description	PepperBall LIVE-X
Quantity	460
Capability	Deployed via a Pepperball launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	PepperBall: Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall LIVE rounds.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.


Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$1,119.00 per container (375 count) Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2000-2021 How was it Bought: General fund
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


Pepperball Glass Breaker	
Description	Pepperball Glass Breaker Projectile, .68 caliber
Quantity	100
Capability	This is a hard projectile which is used to break windows of vehicles and residences.
Life Span	3 years
Manufacturer's Desc	Glass Breaker Used to break side glass of vehicles and residential glass windows. Product Features: <ul style="list-style-type: none"> • Ultrasonically welded • Shell color indicates payload • Not to be used on humans or animals • 100% waterproof • Operational in all temperatures • Non-flammable • Available in 10, 100 • Made in the USA
Purpose	This is a hard projectile which is used to break windows of vehicles and residences.
Costs	Initial Cost: \$290 per container of 100 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2000-2021 How was it bought: General funds
Item Picture	


Training Needed	In-Service Training; Annual Department Qualifications
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Sting-Ball Grenades	
Description	CTS, Model #9590 Sting-Ball Multi-Effect Grenades
Quantity	4
Capability	Primarily used for crowd control in indoor and outdoor situations.
Life Span	5-year manufacturer warranty.
Manufacturer's Description	Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$46.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


Low Roll II Distraction Device	
Description	Defense Technology, Low Roll II, 11- Gram Non Reloadable Distraction Device
Quantity	14
Capability	This intermediate less lethal specialty munition allows for sound diversion during tactical operations which allows for tactical advantage during high-risk situations.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 11-Gram Low Roll II® Non-Reloadable Distraction Device, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed
Purpose	To safely resolve critical situations during high-risk tactical operations.


Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$50.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

CS Triple-Chaser	
Description	Defense Technology, Triple-Chaser, Separating Canister CS
Quantity	50
Capability	This grenade can be hand thrown or launched from a delivery system.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Triple-Chaser consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has approximate burn time of 20-30 seconds.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$50.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agents Instructor's Course


40mm Foam Baton Round	
Description	Defense Technology, Multiple Foam Baton Round
Quantity	98
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 40 mm Multiple Foam Baton Round is most widely used as a crowd management tool where stand-off distances are limited. It may also prove valuable in riot situations where police lines and protestors are in close proximity. The round contains three foam projectiles. It utilizes smokeless powder and has more consistent velocities and tighter patterns compared to its 37 mm counterpart. The foam projectile allows for closer deployment, while minimizing injury.
Purpose	To safely resolve critical situations during high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$30.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

40mm Sponge Baton Rounds	
Description	CTS, 40mm Sponge, Smokeless Spin Stabilized, 4" Long
Quantity	3
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty.
Manufacturer's Description	The Model 4557 Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.
Purpose	To safely resolve critical situations such as crowd control during riots
Authorized Usage	NCPD SWAT Team


Costs	Initial Cost: \$36.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2018-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

HC Smoke Canister	
Description	Defense Technology, Maximum HC Smoke Military-Style Canister
Quantity	5
Capability	Can be hand thrown, deployed via robot, launched, or placed into aMunitions Pole
Life Span	5-year manufacturer warranty.
Manufacturer's Description	The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$25.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


40mm Exact Impact Sponge Rounds	
Description	Defense Technology, Exact Impact 40mm Standard Range Sponge Round
Quantity	12


Capability	This intermediate less lethal specialty munition allows for direct impact from a minimum range of 5ft./1.5m out to a maximum effective range 131ft / 40m.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Exact Impact 40mm sponge round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.
Purpose	To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$20.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training


12 Gauge Less Lethal Munitions	
Description	Safariland 12 Gauge Drag Stabilized Round
Quantity	321 Rounds
Capability	This intermediate less lethal specialty munition allows for direct impact from a minimum range of 20ft. out to a maximum effective range of 75ft.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 12-Gauge Drag Stabilized Round is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails.

Purpose	To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.
Costs	Initial Cost: \$4.75 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General Funds
Item Picture	
Training Needed	In-Service Training


12 Gauge Rifled Slug	
Description	12 Gauge Hollow Point Rifled Slug
Quantity	950 Rounds
Capability	Gauge 12 Gauge Bullet Weight 438 Bullet Style Rifled Hollow Point Slug Muzzle Velocity 1610 Type Lead Shot Charge Oz 1 Shot shell Length 2-3/4in. / 70mm Ballistic Coefficient .110 Package Quantity 5
Life Span	N/A
Manufacturer's Description	<ul style="list-style-type: none"> • 12 Gauge • 1,610 Feet per second • 438 Grain rifled hollow point slug • 5 Rounds per box • 2-3/4 Inch shot shell
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	Initial Cost: \$7.99 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A

	Year Obtained: Unknown How was it bought: General funds
Item Picture	
Training Needed	San Diego Regional Law Enforcement Academy


12 Gauge Low Recoil Rifled Slug																			
Description	Federal Premium 12ga Truball Low Recoil Rifled Slug HP																		
Quantity	160 Rounds																		
Capability	<table border="0"> <tr> <td>Gauge</td> <td>12 Gauge</td> </tr> <tr> <td>Muzzle Velocity</td> <td>1600</td> </tr> <tr> <td>Bullet Style</td> <td>TruBall Hollow Point Slug</td> </tr> <tr> <td>Bullet Weight</td> <td>438</td> </tr> <tr> <td>Type</td> <td>Lead</td> </tr> <tr> <td>Shot Charge Oz</td> <td>1</td> </tr> <tr> <td>Shotshell Length</td> <td>2-3/4in. / 70mm</td> </tr> <tr> <td>Ballistic Coefficient</td> <td>.063</td> </tr> <tr> <td>Package Quantity</td> <td>5</td> </tr> </table>	Gauge	12 Gauge	Muzzle Velocity	1600	Bullet Style	TruBall Hollow Point Slug	Bullet Weight	438	Type	Lead	Shot Charge Oz	1	Shotshell Length	2-3/4in. / 70mm	Ballistic Coefficient	.063	Package Quantity	5
Gauge	12 Gauge																		
Muzzle Velocity	1600																		
Bullet Style	TruBall Hollow Point Slug																		
Bullet Weight	438																		
Type	Lead																		
Shot Charge Oz	1																		
Shotshell Length	2-3/4in. / 70mm																		
Ballistic Coefficient	.063																		
Package Quantity	5																		
Life Span	N/A																		
Manufacturer's Desc	The Federal Premium TruBall is the most consistent smoothbore slug on the market, capable of groups as tight as 1.4 inch at 50 yards. The TruBall system locks the components together, centering and pushing the rifled slug out of the barrel																		
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.																		
Costs	Initial Costs: \$7.99 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds																		
Item Picture																			
Training Needed	San Diego Regional Law Enforcement Academy																		

.223 Rifle Ammunition	
Description	Federal Ammunition American Eagle
Quantity	27,440 Rounds
Capability	Caliber 223 Rem Bullet Weight 55 Bullet Style Full Metal Jacket Boat-Tail Muzzle Velocity 3240 Ballistic Coefficient .269 Bullet Length In 0.735in. / 18.66mm Usage Target Shooting
Life Span	N/A
Manufacturer's Desc	American Eagle rifle ammunition offers consistent, accurate performance at a price that's perfect for high-volume shooting. The loads feature quality bullets, reloadable brass cases and dependable primers. <ul style="list-style-type: none"> • Ideal for target practice • Accurate and reliable Consistent primers and brass
Purpose	Maintaining Perishable Marksmanship Skills
Costs	Initial Cost: \$205.64 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

.223 Rifle Ammunition	
Description	Speer LE Gold Dot Duty Ammunition
Quantity	15,000 rounds
Capability	<ul style="list-style-type: none"> • Speer Ammunition • LE Duty Gold Dot • Caliber: .223 Remington • Bullet weight 62 grain • Bullet Style: Gold Dot Soft Point • Casing: Nickel Plated Brass • Muzzle Velocity: 3000 FPS • Quantity: 20 rounds per box


Life Span	N/A
Manufacturer's Description	Speer LE .223 REM 62 Grain Gold Dot Duty Rifle Ammunition is designed to deliver the high performance today's law enforcement officer's demand. Each Gold Dot bonded-core bullet is individually engineered to provide shot-to-shot uniformity and ensure optimum performance when fired through a variety of barriers. The process of joining the jacket and core one molecule at a time eliminates the potential for the leading cause of bullet failure—jacket/core separation. It also ensures impressive weight retention through barriers as tough as auto-glass. Exact tolerances and unprecedented bullet uniformity of jacket thickness give Gold Dot rifle loads outstanding accuracy. In addition, these loads feature flash suppressed propellants and a muzzle velocity of up to 3000 fps.
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	Initial Cost: \$699.99 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2022 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

.308 Rifle Ammunition	
Description	.308 caliber ammunition
Quantity	2000 rounds
Capability	<ul style="list-style-type: none"> • Caliber: 308 Win • Bullet Weight: 168 • Bullet Style: Sierra Match king Boat-Tail Hollow Point • Muzzle Velocity: 2650 • Ballistic Coefficient: 0.462 • Package Quantity: 20 • Use: Target Shooting
Life Span	N/A
Manufacturer's Description	Long range isn't just a distance. It's a state of mind. A dedication to push further. And it's why Federal Premium builds Gold Medal rifle loads. The exclusive primer design


	<p>provides the best sensitivity and most consistent ballistics in the industry. The precision-built Sierra MatchKing bullet is shot to win more matches than any other rifle bullet. It's the only choice for the world's most elite shooters.</p> <ul style="list-style-type: none"> • Boat-tail hollow-point bullet provides the extra margin of ballistic performance match shooters need • Uniform match jacket ensures consistent, long-range accuracy • Federal brass • Specially formulated propellant • Benchrest-quality Gold Medal prime
Purpose	Long range precision rifle fire
Costs	<p>Initial Cost: \$439.00 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Sniper Academy; In-Service Training

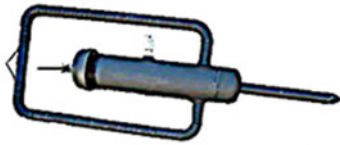
7.0 40 MM LAUNCHERS, LESS LETHAL BEAN BAG SHOTGUNS, GAS DELIVERY SYSTEMS

40mm Single Launcher	
Description	Defense Technology, 40MM LMT Tactical Single Launcher, Expandable Stock
Quantity	4
Capability	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating


	(DefTech 2262) rounds
Life Span	N/A
Manufacturer's Description	Manufactured exclusively for Defense Technology, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.
Purpose	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training

40mm Multi launcher	
Description	Penn Arms 40mm Pump Multi Launcher (PGL 65-40)
Quantity	2
Capability	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Life Span	N/A
Manufacturer's Description	A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity and rifled barrel. Previously labeled the PGL-65, the features include: Double-action trigger, trigger lock push button and hammer lock safeties. See specification sheet for more details.
Purpose	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$2,800.00 per unit Re-Occurring Costs: N/A

	Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2005 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training


Gas Ram – Custom Metal Concepts	
Description	Gas Ram, Tactical Non-Lethal Chemical Agent Delivery System
Quantity	1
Capability	The Gas Ram is a delivery system for chemical agents that can be self-deployed into a location.
Life Span	N/A
Manufacturer's Description	The Gas Ram is a multi-use tool that can be utilized for forced entry as a door ram or be deployed as a pyro technic non-lethal chemical agent delivery system.
Purpose	A metal device resembling a hand held pointed battering ram that can be loaded with a chemical agent canister. The Gas Ram can be used to introduce chemical agents into a location by piercing the wall, door, or roof of a structure.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2010 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


Burn Safe – Custom Metal Concepts	
Description	Chemical Agent Burn Safe
Quantity	1
Capability	The Burn Safe is a delivery system for chemical agents that can be self-deployed into a location.
Life Span	NA

Manufacturer's Description	The Burn Safe is a double-wall container constructed of aluminum that is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire.
Purpose	A metal cylindrical container designed to contain a pyrotechnic chemical agent canister and reduce fire hazard upon deployment into a structure.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$850.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2010 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

Benelli Shotgun	
Description	Benelli M1 Super 90 Semi- Automatic 12 Gauge Shotgun
Quantity	1
Capability	Deploys 12 gauge shotgun munitions and can be used as a breaching tool.
Life Span	20+
Manufacturer's Description	The Benelli rotating bolt system, a rugged and simple inertia recoil design that functions reliably with all types of 3 inch and 2-3/4 inch loads. A special drop adjustment kit allows the stock to be custom-fitted to any shooter.
Purpose	Deploying 12 gauge less lethal munitions Used for disabling cameras and/or lights during tactical operations Used for breaching windows
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,500.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: Unknown How was it Bought: General funds


Item Picture	
Training Needed	In-Service Less Lethal Course And Annual Training.

Shotguns	
Description	Remington Pump Action , 12 gauge action, with black colored butt stock and forend
Quantity	27
Capability	Deploying various 12 gauge munitions to include less lethal
Life Span	20+
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action
Purpose	Deploying various 12 gauge munitions to include less lethal
Costs	Initial Cost \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 1993 How was it bought: General funds
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service qualifications


Shotguns	
Description	Remington Pump Action, 12 gauge action, with orange colored butt stock and forend.
Quantity	7
Capability	Deploying 12 gauge less lethal flexible
Life Span	Unknown
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action.
Purpose	<ul style="list-style-type: none"> • Deploying 12 gauge less lethal flexible baton (Safariland/Defense Technology 12 gauge Stabilized Round Part# 3027) as impact munitions • Used for disabling cameras and/or lights during tactical operations • Used for breaching windows
Costs	Initial Cost \$1,300.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 1993 How was it bought: General funds
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service Qualifications


SIMUNITIONS AND MISCELANEOUS EQUIPMENT

UTM Blue Bolts With Magazines	
Description	Ultimate Training Munitions (UTM), M16/M4 Rifle Bolt Carrier Assembly (Blue Bolt) and Magazines
Quantity	18
Capability	The UTM Blue Bolts and Magazines allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	All UTM 5.56mm rifle conversions employ a Fail-Safe measure where the firing pin is offset from center. Not only is the firing pin strike outside the strike area of a "Live" cartridge center fire primer, it does not strike the


	primer at all, hence the weapon fails to fire the host weapons “Live” caliber ammunition. This applies to all UTM rifle conversions.
Purpose	This is a non-operational bolt carrier group. This bolt carrier group is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$12,000.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: 2020 How was it Bought: General funds
Item Picture	 The image shows a blue UTM rifle magazine standing upright next to a bolt carrier group. The UTM logo is visible on the magazine.
Training Needed	In-Service Training.


UTM 5.56mm Rounds	
Description	Ultimate Training Munitions (UTM) 5.56mm Man Marker Rounds (blue)
Quantity	9,500
Capability	The UTM 5.56mm Man Marker Rounds allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer’s Description	Accurate and reliable marking projectile for Force-on-Force or Force-on-Target training. Adds realism and stress to training by providing a threat of consequence with physical and visual stimulus. Use of Force/ROE, Tactics, Skill Building, Scenarios, Movement Drills and other Interactive Training. Use as a safe prelude or alternative to ‘Live-Fire’ target or CQB training. Accuracy and reliability allows for multiple firearms, CQB, and marksmanship applications (360° firing, movement drills, weapon transitions).
Purpose	This is a non-operational munition. This munition is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$10,000.00 Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2020 How was it Bought: General funds

Item Picture	
Training Needed	In-Service Training.


SIMS Glock 17 Pistols	
Description	Glock 17 9mm Pistol, Equipped with SIMS Conversion Kit
Quantity	2
Capability	The SIM Glock Pistol allows officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	Simunition conversion kit, which is a conversion bolt, bolt carrier assembly, safety ring, inserted to allow the Glock 17 to fire Simunitions safely from the users own service weapon.
Purpose	This is a non-operational firearm. This firearm is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$250.00 per unit Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it Bought: General funds
Item Picture	
Training Needed	Range Safety Officer Course or In-Service Training.

9mm Marking Cartridges	
Description	General Dynamics 9mm FX Marking Cartridges
Quantity	2500
Capability	The 9mm Marking Cartridges allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	The FX® Marking Cartridges are at the core of the Simunition FX® Training System known as “the world’s most realistic close-range

	combat training system”. The patented, reduced-energy, non-lethal cartridges leave a detergent-based, water-soluble color-marking compound. The visible impacts allow accurate assessment of simulated lethality. The cartridges are available in various calibers and feature tactical accuracy up to 25 feet (7.6 meters). No special ballistic facilities are required. They meet the need for a force-on-force and man-to-man training system that is realistic, effective, inexpensive, adaptable and fully portable.
Purpose	This is a non-operational munition. This munition is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$40.00 per unit (50 rounds per box) Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: Unknown How was it Bought: General funds
Item Picture	
Training Needed	In-Service Training.


Forward Looking Infrared	
Description	FLIR LS Series
Quantity	1
Capability	Thermal image quality in the darkness or through smoke, haze, fog, rain
Life Span	N/A
Manufacturer’s Description	The FLIR LS Series is a compact thermal monocular designed specifically for law enforcement.
Purpose	Thermal image quality in the darkness or through smoke, haze, fog, rain
Costs	Initial Cost: \$2599 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: General Funds
Item Picture	
Training Needed	In-Service Training


Forward Looking Infrared Camera

Description	Avon/Argus Thermal Imaging Camera TT 320B
Quantity	1
Capability	Infrared cameras help you find potential problems fast, and document your findings for follow up and reporting. A great tool for electrical and industrial maintenance, process monitoring, tank levels, steam traps, utility inspections, and building maintenance.
Life Span	Discontinued
Manufacturer's Description	The Argus [®] TT-Type thermal imaging camera is specially designed to help police, security and law enforcement officers detect the heat signatures of people and objects.
Purpose	Thermal image quality in the darkness or through smoke, haze, fog, rain
Costs	Initial Cost: \$5,810.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

Night Vision Monocle

Description	L3 WARRIOR SYSTEMS M914A PVS-14 White Phosphor Monocular
Quantity	15
Capability	Current generation L3 Harris tube, White Phosphor, Low-battery indicator in eyepiece, Variable gain control, Autogated power supply for improved resolution under highlighted settings
Life Span	N/A
Manufacturer's Description	The L3Harris M914A monocular is based upon the military nomenclature AN/PVS-14. This monocular is now available with improved white phosphor tube technology for greater target detection and recognition. Low-light and nighttime maneuvers appear more natural in black and white, with added contrast detail in shapes and shadows, providing the operator with more visual information for assessment and acquisition.

Purpose	For low-light and night time maneuvers
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$5,800.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: Grant funds; UASI
Item Picture	
Training Needed	

Dual Beam Aiming Laser	
Description	Steiner-Optical dual beam aiming laser DBAL AIII.
Quantity	15
Capability	Dual beam laser for target acquisition
Life Span	N/A
Manufacturer's Description	Available for the commercial market, the first eye-safe IR laser pointer, IR illuminator and green laser pointer in a single compact unit. Features an adjustable IR illuminator for better illumination at longer ranges, dual activation switches and high/low power modes.
Purpose	To be utilized in conjunction with night vision equipment
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2016 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RECEIVING THE 2022 ANNUAL MILITARY EQUIPMENT USE REPORT, AUTHORIZING THE PURCHASE OF ADDITIONAL SHOTGUNS FOR LESS LETHAL CONVERSIONS, AMMUNITION, SNIPER RIFLES, AND LESS-LETHAL PROJECTILES, AND UPDATING THE POLICE DEPARTMENT'S MILITARY EQUIPMENT USE PROCEDURE AS REQUIRED BY AB 481.

WHEREAS, Assembly Bill 481 (AB 481), codified in Government Code sections 7070 through 7075 requires a law enforcement agency to present an annual report to their governing body on the use of the equipment, any complaint(s) or concern(s) regarding the use of the equipment, results of any internal audits on the use of the equipment, and the annual costs for the approved equipment during the previous year; and

WHEREAS, the Police Department conducted an internal audit of the use of military equipment during 2022 and found no policy violations and the Police Department did not receive any complaints or concerns regarding the use of the equipment; and

WHEREAS, AB 481 requires a law enforcement agency to obtain approval from their governing body, prior to the agency funding, purchasing or acquiring additional military equipment and the Police Department desires to purchase forty shotguns to be converted to less lethal shotguns, two sniper rifles, ammunition, and less lethal projectiles; and

WHEREAS, the shotguns to be converted to less lethal shotguns, ammunition, and less lethal projectiles, listed in the staff report are to be purchased utilizing funding that is already available in the Police Department budget and further funding to be discussed during the FY 24 budget process.

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

Section 1: That the City Council of the City of National City does hereby accept the annual military equipment use report and authorizes the Police Department to purchase additional shotguns, ammunition, sniper rifles, and less lethal projectiles as required by California Assembly Bill 481.

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

PASSED and ADOPTED this 18th day of April, 2023

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: Armando Vergara, Director of Community Development
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Second Reading and Adoption of Ordinance Amending Title 11 of the National City Municipal Code (NCMC) – Vehicles, Traffic and Parking.

RECOMMENDATION:

Adopt Ordinance entitled, “Ordinance of the City Council of the City of National City, California, Amending Title 11 of the National City Municipal Code – Vehicles, Traffic and Parking by Repealing Chapter 11.68 (Cruising) and Implementing the City’s Parking Program.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Title 11 of the National City Municipal Code (NCMC) contains the rules and regulations for motor vehicles and traffic in the City of National City. Title 11 also contains the ban on cruising and the City’s current parking regulations. Staff has completed a refresh and clean-up of Title 11, which includes the elimination of Chapter 11.68 that prohibits cruising. Staff is now bringing this item to the City Council for consideration and adoption. For efficiency of the public hearing notice requirements, staff is asking the City Council to consider the repeal of the cruising chapter and the implementation of the City’s updated parking program concurrently. However, the Council may vote on the repeal of Chapter 11.68 that prohibits cruising and implementation of the updates to Title 11 separately.

Cruising:

The proposed Ordinance attached to this agenda report includes the complete elimination of Chapter 11.68, which contains the prohibition on cruising within the City. If the City Council votes to move forward with the repeal of Chapter 11.68, it would eliminate the ban on cruising and effectively make cruising legal within the City.

A new state bill (AB 436) has been introduced in the Assembly and it is proposing to repeal bans and regulations on car cruising. This new bill would legalize cruising across California. The State Legislature has previously encouraged local jurisdictions to recognize the cultural significance of cruising in California. Several jurisdictions across the state have already abolished its ban on car cruising. If the Council votes to repeal Chapter 11.68 and end the prohibition on cruising, it would be ahead of the state’s proposed new law and in line with other jurisdictions in California.

Parking Management:

In 1951, the City of National City approved and adopted Ordinance No. 827, which established regulations and governance related to motor vehicles and traffic, with various amendments approved by City Council through 2017. As National City continues to grow and develop, the need for effective parking management plays a critical role in the economic vitality of businesses, ease of access for residents and convenience for visitors. The City is currently undertaking a refresh of their parking program that includes plans for improved enforcement technology and citation management, permit management, expansion of permit parking areas, increased parking supply, uniformity of time-limited parking for increased turnover, and other parking solutions.

In addition to current parking initiatives, City staff is in the process of updating Title 11 to codify a systematic approach to the overall parking program. The proposed updates will include:

- Opportunities for increased curb space management
- Disabled parking regulations and exclusions
- No re-parking related to 72-hour limits and 2-hour parking zones for turnover
- Cost recovery for the City to process and install curb color change requests
- Inclusion of residential and employee permit parking options
- Recreational vehicle update to include width and height limits
- Street Sweeping parking prohibitions
- Establishment of parking meter zones and rates
- Parking meter use of collected funds

The updates, when combined with the current parking program initiatives, improved enforcement, and citation processing, will strengthen National City's parking program, particularly related to the user experience. In addition, the updates will help future-proof the parking management process and grow the parking program as National City continues to grow.

FINANCIAL STATEMENT:

This implementation of the new parking regulations would result in additional revenues to the City that are expected to offset the costs of management and enable the City to provide a more systematic approach to the overall parking program.

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:

Second Reading and Adoption

EXHIBITS:

Exhibit A – Ordinance with NCMC Title 11 Proposed Amendments – Strike Through
Exhibit B -- Ordinance with NCMC Title 11 Proposed Amendments – Clean

ORDINANCE NO. 2023 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 11 OF THE NATIONAL CITY MUNICIPAL CODE – VEHICLES AND TRAFFIC BY REPEALING CHAPTER 11.68 (CRUISING) AND IMPLEMENTING THE CITY’S PARKING PROGRAM.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

SECTION 1. FINDINGS. The City Council of the City of National City hereby finds and declares as follows:

WHEREAS, in 1951, the City of National City approved and adopted Ordinance No. 827, which established regulations and governance related to motor vehicles and traffic, with various amendments approved by the City Council through 2017; and

WHEREAS, effective parking management plays a critical role in the economic vitality of businesses, ease of access for residents and convenience for visitors as the City continues to grow and develop; and

WHEREAS, the City is undertaking a refresh of their parking program which includes plans for improved enforcement technology and citation management, permit management, expansion of permit parking areas, increased parking supply, uniformity of time-limited parking for increased turnover, and other parking solutions; and

WHEREAS, the City is repealing the ban on car cruising consistent with the State Assembly’s previous encouragement of the recognition of the cultural significance of cruising in California as well as the introduction of the new state bill (AB 436) that proposes to repeal the ban and regulations on car cruising.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY HEREBY ORDAINS AS FOLLOWS:

SECTION 2. That Title 11 of the National City Municipal Code is amended to read as set forth in Attachment 1 attached to this Ordinance.

SECTION 3. This Ordinance shall take effect and be enforced thirty (30) days following its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, held on this 4th day of April, 2023.

PASSED and ADOPTED this 18th day of April, 2023

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

Title 11 VEHICLES, TRAFFIC AND PARKING

Chapter 11.01 GENERAL PROVISIONS

11.01.010 Purpose

- A. The purpose of this title is to provide a convenient compilation of the rules and regulations governing and controlling the movement of motor vehicles and traffic in the City of National City (City).
- B. It is the intent of the city council to make these rules and regulations available to the general public in support of the following initiatives:
 - 1. Provide for the safe, orderly flow of traffic through the City.
 - 2. Provide “complete streets” that balance the needs of all roadway users.
 - 3. Provide access to alternative modes of transportation.
 - 4. Provide smart parking solutions.
- C. This title is adopted to supplement the State of California Vehicle Code (CVC), which contains general statutes adopted by the State of California legislature regarding traffic laws, “rules of the road,” and local regulation. The CVC provides authority to local agencies to adopt rules and regulations for traffic control, parking and enforcement by ordinance or resolution. Any reference herein to the CVC, or a specific sSection thereof, shall refer to the most currently amended edition.

(Ord. XXX)

Chapter 11.04 DEFINITIONS

11.04.010 Definitions—Generally General.

- A. The following words and phrases when used in this title shall for the purpose of this title have the meanings respectively ascribed to them in this chapter.
- B. Whenever any words or phrases used in this title are defined in the ~~Vehicle Code of this state~~CVC, such definitions are incorporated herein and apply to such words and phrases used herein as though set forth herein in full.
- C. Whenever any words or phrases used herein are not defined herein but are defined in the CVC and amendments thereto, such definitions shall apply.

(Ord. 827 § 1, 1951)

11.04.020 Definitions.

- A. “Alley” means any unnamed street less than twenty-five feet in width between property lines, primarily used for access to the rear or side entrances of abutting properties.
- B. “Block” means the land adjoining one side of a street between two consecutive junctions of said street with streets, railways, rights-of-way, or waterways crossing or meeting said side of said street.
- C. “CA-MUTCD” means California Manual of Uniform Traffic Control Devices published by the State of California Department of Transportation (Caltrans) and is issued to adopt uniform standards and specifications for all official traffic control devices, in accordance with Section 21400 of the CVC.
- D. “City Council” means the City Council of National City.
- E. “CVC” means California Vehicle Code, which is a rulebook containing California’s laws and regulations for drivers and vehicles.

- F. “Holiday” means any day designated as such in Section 10 of ~~the Political Code of the state~~ California Code of Civil Procedure; provided however, that Saturday afternoon shall not be considered a holiday for the purposes of this title.
- G. “Loading zone” means the space adjacent to the curb or edge of roadway reserved for the exclusive use of vehicles for active loading or unloading of passengers or materials.
- H. “Motor vehicle” is defined as follows:
1. “Motor vehicle” means a vehicle or device that is self-propelled.
 2. “Motor vehicle” does not include a self-propelled wheelchair, motorized tricycle, or motorized quadricycle, if operated by a person who, by reason of physical disability, is otherwise unable to move about as a pedestrian.
- I. “Official time standard,” which applies whenever certain hours are named herein, refers to standard time or daylight saving time as may be in current use in the City.
- J. “Official traffic control device” includes any sign, signal, marking or device defined in the CA-MUTCD, and not inconsistent with this title, placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic, but does not include islands, curbs, traffic barriers, speed humps, speed bumps or other roadway design features.
- K. “Official traffic signal” includes any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction.
- L. “Oversized vehicle or load” means any building, structure, vehicle, load, trailer, or combination thereof, which exceeds the height, width, length, size or weight of vehicle or load limitations provided for in Division 15 of the CVC.
- M. “Park” means to stand or leave standing any vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in loading or unloading of passengers or materials.
- N. “Parking Authority” means the Parking Authority of the City of National City established by City Council Resolution 12,402 in accordance with Division 18 of the California Streets and Highways Code.
- O. “Parking Meter” means a mechanical, electro-mechanical or electronic device installed for the purpose of controlling the period of time a vehicle occupies a parking space.
- P. “Parking Regulations Officer” means any regularly employed City or contracted employee authorized to direct or regulate traffic or to enforce parking law and regulations.
- Q. “Parkway” means that portion of a street between the curb line or edge of roadway and the adjacent property line not designated for use by vehicles, bicycles or pedestrians.
- R. “Pay Station” means a multi-space parking meter that allows for a single location for the payment and control of parking for multiple parking spaces placed at various locations along streets or on surface lots.
- SR. Pedestrian” is a person who is afoot or who is using any of the following:
1. A means of conveyance propelled by human power other than a bicycle, or
 2. An electric personal assistive mobility device.
- TS. “Person” means every natural person, firm, co-partnership, association or corporation.
- UF. “Police officer” means every officer of the police department of this City or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic laws and regulations.
- VU. “Recreational vehicle” means any camp trailer, camper, fifth-wheel travel trailer, trailer coach, or house car as defined in CVC Sections 242, 243, 324, 362, 396, 635, recreational vehicle as defined in California Health

and Safety Code Section 18010, or boat or boat on a trailer, regardless of whether the boat or boat on a trailer is attached to a motor vehicle or carrier trailer as defined in CVC 14.005.

WV. "Roadway" is defined as follows:

1. "Roadway" means that portion of a street improved, designed, or ordinarily used by motor vehicles.
2. "Roadway" may include designated areas for shared or exclusive use of bicycles.

XX. "Stop" is defined as follows:

1. "Stop," when required, means complete cessation of movement.
2. "Stop" or "stand," when prohibited, means any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

YX. "Traffic" means pedestrians, bicycles, ridden or herded animals, vehicles and other conveyances either singly or together while using any street for purposes of travel.

(Ord. XXX)

~~11.04.020 Alley.~~

~~"Alley" means any unnamed street less than twenty five feet in width between property lines.~~

~~(Ord. 827 § 2, 1951)~~

~~11.04.030 California Maintenance Manual.~~

~~"California Maintenance Manual" means that book of traffic engineering standards and instructions formulated and published by the Division of Highways of the Department of Public Works of the state, entitled "Manual of Instructions" together with such amendments and additions thereto as may be hereafter approved by the city council by resolution.~~

~~(Ord. 827 § 3, 1951)~~

~~11.04.040 Central traffic district.~~

~~"Central traffic district" means all streets and portions of streets within the area described as follows: All that area bounded and described as follows:~~

~~Beginning at the intersection of the southerly line of 6th Street and the westerly line of National Avenue; thence southerly along the westerly line of National Avenue to the northerly line of 7th Street; thence westerly along the northerly line of 7th Street to the easterly line of Roosevelt Avenue; thence southerly along the easterly line of Roosevelt Avenue to the southerly line of 9th Street; thence easterly along the southerly line of 9th Street to the westerly line of National Avenue; thence southerly along the westerly line of National Avenue to the northerly line of 10th Street; thence westerly along the northerly line of 10th Street to the easterly line of Roosevelt Avenue; then southerly along the easterly line of Roosevelt Avenue to the southerly line of 10th Street; thence easterly along the southerly line of 10th Street to the westerly line of National Avenue; thence southerly along the westerly line of National Avenue to the northerly line of 13th Street; thence easterly along the easterly prolongation of the northerly line of 13th Street to the easterly line of National Avenue; thence northerly along the easterly line of National Avenue to the southerly line of 10th Street; thence easterly along the southerly line of 10th Street one hundred thirty five feet; thence at right angles northerly to a point on the northerly line of 10th Street, a distance thereon one hundred thirty five feet easterly from National Avenue; thence westerly along the northerly line of 10th Street to the easterly line of National Avenue; thence northerly along the easterly line of National Avenue to the southerly line of 9th Street; thence easterly along the southerly line of 9th Street to the easterly line of "A" Avenue; thence northerly along the easterly line of "A" Avenue to the southerly line of 8th Street; thence easterly along the southerly line of 8th Street to the westerly line of "C" Avenue; thence northerly~~

along the westerly line of "C" Avenue to the northerly line of 8th Street; thence westerly along the northerly line of 8th Street to the easterly line of "A" Avenue; thence northerly along the easterly line of "A" Avenue to the northerly line of 7th Street; thence westerly along the northerly line of 7th Street to the easterly line of National Avenue; thence northerly along the easterly line of National Avenue to the southerly line of 6th Street; thence westerly along the southerly line of 6th Street to the point of beginning.

(Ord. 827 § 4, 1951)

~~11.04.050 City council.~~

"City council" means the city council of National City.

(Ord. 827 § 5, 1951)

~~11.04.060 Holiday.~~

"Holiday" means any day designated as such in Section 10 of the Political Code of the state; provided however, that Saturday afternoon shall not be considered a holiday for the purposes of this title.

(Ord. 827 § 6, 1951)

~~11.04.070 Loading zone.~~

"Loading zone" means the space adjacent to the curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

(Ord. 827 § 7, 1951)

~~11.04.080 Official time standard.~~

Whenever certain hours are named herein, they mean standard time or daylight saving time as may be in current use in the city.

(Ord. 827 § 8, 1951)

~~11.04.090 Official traffic control device.~~

"Official traffic control device" includes all signs, signals, markings and devices not inconsistent with this title placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic.

(Ord. 827 § 9, 1951)

~~11.04.100 Official traffic signal.~~

"Official traffic signal" includes any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction.

(Ord. 827 § 10, 1951)

~~11.04.110 Park.~~

"Park" means to stand or leave standing any vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading of passengers or materials.

(Ord. 827 § 11, 1951)

11.04.120 Parkway.

"Parkway" means that portion of a street other than a roadway or a sidewalk.

(Ord. 827 § 12, 1951)

11.04.130 Passenger loading zone.

"Passenger loading zone means, the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

(Ord. 82-7 § 13, 1951)

11.04.140 Pedestrian.

"Pedestrian" means every person afoot.

(Ord. 827 § 14, 1951)

11.04.150 Person.

"Person" means every natural person, firm, copartnership, association or corporation.

(Ord. 827 § 15, 1951)

11.04.160 Police officer.

"Police officer" means every officer of the police department of this city.

(Ord. 827 § 16, 1951)


11.04.165 Recreational vehicle.

"Recreational vehicle" means any camp trailer, camper, fifth wheel travel trailer, trailer coach, or house car as defined in California Vehicle Code sections 242, 243, 324, 362, 396, 635, recreational vehicle as defined in California Health and Safety Code section 18010, or boat or boat on a trailer, regardless of whether the boat or boat on a trailer is attached to a motor vehicle or carrier trailer as defined in California Vehicle Code 14.005.

(Ord. No. 2016-2410, § 5, 3-15-2016)

11.04.170 Secondary traffic district.

"Secondary traffic district" means all streets and portions of streets within the area described as follows: All that area bounded and described as follows:

- A.  Parcel 1. Beginning at the intersection of the easterly line of Roosevelt Avenue and the southwesterly line of Main Street; thence southeasterly along the southwesterly line of Main Street to the westerly line of National Avenue; thence southerly along the westerly line of National Avenue to the northerly line of 5th Street; thence westerly along the northerly line of 5th Street to the westerly line of Hoover Avenue; thence southerly along the westerly line of Hoover to the southerly line of 10th Street; thence easterly along the southerly line of 10th Street to the westerly line of Roosevelt Avenue; thence southerly along the westerly line of Roosevelt Avenue to the southerly line of 13th Street; thence easterly along the southerly line of 13th Street to the westerly line of National Avenue; thence southerly along the westerly line of National Avenue to the northerly line of 18th Street; thence easterly along the northerly line of 18th Street to the easterly line of National Avenue; thence northerly

along the easterly line of National Avenue to the easterly prolongation of the northerly line of 13th Street; thence westerly along said easterly prolongation and the northerly line thereof of 13th Street to the easterly line of Roosevelt Avenue; thence northerly along the easterly line of Roosevelt Avenue to the southerly line of 12th Street; thence easterly along the southerly line of 12th Street to the westerly line of National Avenue; thence northerly along said westerly line of National Avenue to the northerly line of 12th Street; thence westerly along the northerly line of 12th Street to the easterly line of Roosevelt Avenue; thence northerly along the easterly line of Roosevelt Avenue to the southerly line of 11th Street; thence easterly along the southerly line of 11th Street to the westerly line of National Avenue; thence northerly along the westerly line of National Avenue to the northerly line of 11th Street; thence westerly along the northerly line of 11th Street to the easterly line of Roosevelt Avenue; thence northerly along the easterly line of Roosevelt Avenue to the northerly line of 9th Street; thence westerly along the northerly line of 9th Street to the westerly line of Roosevelt Avenue; thence northerly along the westerly line of Roosevelt Avenue to the northerly line of 7th Street; thence easterly along the northerly line of 7th Street to the easterly line of Roosevelt Avenue; thence northerly along the easterly line of Roosevelt Avenue to the southerly line of 6th Street; thence easterly along the southerly line of 6th Street to the westerly line of "A" Avenue; thence southerly along the westerly line of "A" Avenue to the northerly line of 7th Street; thence easterly along the northerly line of 7th Street to the easterly line of "A" Avenue; thence northerly along the easterly line and the northerly prolongation of the easterly line of "A" Avenue to the northerly line of 6th Street; thence westerly along the northerly line of 6th Street to the easterly line of National Avenue; thence northerly along the easterly line of National Avenue to the southeasterly prolongation of the northeasterly line of Main Street; thence northwesterly along the southeasterly prolongation of the northeasterly line of Main Street to the easterly line of Roosevelt Avenue; thence southerly along the easterly line of Roosevelt Avenue to the point of beginning;

B. _____ Parcel 2. Beginning at the intersection of the westerly line of "C" Avenue and the southerly line of 8th Street; thence easterly along the southerly line of 8th Street to the westerly line of Highland Avenue; thence northerly along the westerly line of Highland Avenue to the northerly line of 8th Street; thence westerly along the northerly line of 8th Street to the westerly line of "C" Avenue; thence southerly along the westerly line of "C" Avenue to the point of beginning.

(Ord. 827 § 17, 1951)

11.04.180 Stop.

A. _____ When required "stop" means complete cessation of movement.

B. _____ "Stop" or "stand," when prohibited, means any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

(Ord. 827 § 18, 1951)

11.04.190 Traffic.

"Traffic" means pedestrians, ridden or herded animals, vehicles and other conveyances either singly or together while using any street for purposes of travel.

(Ord. 827 § 19, 1951)

11.04.200 Oversized vehicle or load.

Oversized vehicle or load means any building, structure, vehicle, load, trailer, or combination thereof, which exceeds the height, width, length, size or weight of vehicle or load limitations provided for in Division 15 of the Vehicle Code of the state of California.

~~(Ord. 1998 § 1, 1990)~~

Chapter 11.08 ADMINISTRATION

11.08.010 City ~~traffic~~ engineer.

The office of ~~the Ceity traffic E~~engineer is established. The ~~Ceity E~~engineer shall serve as city traffic engineer, in addition to ~~his/her~~their other functions, and shall exercise the powers and duties with respect to traffic as provided in this title.

(Ord. 1428 (part), 1974; Ord. 827 § 20, 1951)

11.08.020 Signs—Installation and maintenance.

Whenever in this title signs or other notices are authorized, it shall be the duty of the ~~city manager public works director~~Director of Public Works or designee to install and to maintain the signs or other notices.

(Ord. 827 § 90, 1951)

Chapter 11.12 ENFORCEMENT

11.12.010 Police—Fire department—Authority.

- A. It shall be the duty of the officers of the police department or such officers as are assigned by the ~~C~~chief of ~~police~~Police to enforce all street traffic laws of this ~~C~~city and all of the state vehicle laws applicable to street traffic in this ~~C~~city.
- B. Officers of the police department or such officers as are assigned by the ~~C~~chief of ~~P~~police are authorized to direct all traffic by voice, hand or signal in conformance with traffic laws, provided that in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department may direct traffic as conditions may require, notwithstanding the provisions of the traffic laws.
- C. Officers of the fire department, when at the scene of a fire, may direct or assist the police in directing traffic thereat or in the immediate vicinity.

(Ord. 827 § 21, 1951)

11.12.015 Community development department—Authority.

- A. The Director of Community Developmentcommunity development director is hereby authorized to designate regularly employed and/or contracted employees as parking regulations officers.
- B. Parking regulations officers shall enforce the provisions of this title and the CVC related to regulation of traffic and to stopping, standing and parking of vehicles.

(Ord. XXX)

11.12.020 Obedience required—Regulations.

It is a misdemeanor for any person to ~~de-perform~~any act forbidden or fail to perform any act required in this title.

(Ord. 827 § 22, 1951)

11.12.030 Obedience required—Enforcing officers.

No person shall willfully fail or refuse to comply with any lawful order of a police officer or fire department official or other person authorized by law when directing traffic.

(Ord. 827 § 23, 1951)

11.12.040 Unauthorized person directing traffic prohibited.

No person other than an officer of the police department or a person deputized by the Chief of Police or person authorized by law or other persons designated by resolution of the city council shall direct or attempt to direct traffic by voice, hand or other signal (except that persons may operate when and as herein provided any mechanical push-button signal erected by order of the city traffic engineer).

(Ord. 827 § 24, 1951)

11.12.050 Obedience required—Public employees.

The provisions of this title shall apply to the driver of any vehicle owned by or used in the service of the United States government, this state, any county or city and it is unlawful for any said driver to violate any of the provisions of this title except as otherwise permitted in this title or by state statute.

(Ord. 827 § 25, 1951)

11.12.060 Exemptions—Certain vehicles.

- A. The provisions of this title regulating the operation, parking and standing of vehicles shall not apply to any vehicle of the police or fire department, any public ambulance or public utility vehicle or any private ambulance, which public utility vehicle or private ambulance has qualified as an authorized emergency vehicle, when any vehicle mentioned in this section is operated in the manner specified in the ~~Vehicle Code~~ CVC in response to an emergency call.
- B. The foregoing exemptions shall not, however, protect the driver of any such vehicle from the consequences of ~~his/her~~ their willful disregard of the safety of others.
- C. The provisions of this title regulating the parking or standing of vehicles shall not apply to any vehicle of a city department or public utility while necessarily in use for construction or repair work or any vehicle owned by the United States while in use for the collection, transportation or delivery of United States mail; or during the periods of proclaimed national emergency to any vehicle owned or operated by the Department of the Army, Navy or Air Force.
- D. Pursuant to the CVC, Section 22511.5 (a)(1): A disabled person (DP) or disabled veteran (DV) displaying special license plates issued under Section 5007 or a distinguishing placard issued under Section 22511.55 or 22511.59 is allowed to park for any amount of time (not to exceed 72 consecutive hours) in any of the following zones:
 1. Blue indicates parking limited exclusively to the vehicles of disabled persons and disabled veterans next to a blue curb authorized for handicapped parking or on streets upon which preferential parking privileges and height limits have been given pursuant to Section 22507 of the CVC.
 2. In any parking zone that is restricted as to the length of time parking is permitted as indicated by a sign erected pursuant to a local ordinance.
 3. For free at any on-street metered parking space.
 4. A disabled person or disabled veteran is allowed to park in any paid parking space without being required to pay parking fees.

5.4. This subdivision does not apply to a zone for which state law or ordinance absolutely prohibits stopping, parking, or standing of all vehicles, or which the law or ordinance reserves for special types of vehicles, or to the parking of a vehicle that is involved in the operation of a street vending business.

65. A disabled person or disabled veteran is allowed to park a motor vehicle displaying a special disabled person license plate or placard issued by a foreign jurisdiction with the same parking privileges authorized in this code for any motor vehicle displaying a special license plate or a distinguishing placard issued by the Department of Motor Vehicles.

~~D. The provisions of this title regulating overtime parking shall not apply to any vehicle owned and operated by a permanently physically incapacitated person, as hereinafter defined, when such person parks such vehicle in a permitted parking space other than a loading, passenger or bus zone during all hours when it is otherwise lawful to park in the same space, subject to the following requirements:~~

- ~~1. Such person shall make application to the city manager for a personal identification card for use of the person to whom issued. Such application shall set forth sufficient facts to show that applicant is a permanently physically incapacitated person, as determined from time to time by resolution of the city council.~~
- ~~2. Upon approval of the application by the city manager, the chief of police shall issue such identification card.~~
- ~~3. Such identification card shall be displayed to any police officer upon request.~~
- ~~4. Abuse of privileges, or noncompliance with the above conditions, or conditions hereafter imposed by the city council shall constitute sufficient grounds for revocation by the city manager of the privileges herein granted.~~

(Ord. 827 § 26, 1951)

11.12.070 Property damage report—Required when.

- A. The driver of a vehicle or the person in charge of any animal involved in any accident resulting in damage to any property publicly owned or owned by a public utility, including but not limited to any fire hydrant, ornamental lighting post, telephone pole, electric light or power pole, or resulting in damage, to any ornamental shade tree, traffic control device, or other property of a like nature located in or along any street, alley or other public place, shall within twenty-four hours after such accident make a written report of such accident to the police department of this city.
- B. Every such report shall state the time when and the place where the accident took place, the name and address of the person owning and of the person driving or in charge of such vehicle or animal, the license number of every such vehicle, and shall briefly describe the property damaged in such accident.
- C. A driver involved in an accident shall not be subject to the requirements or penalties of this section if and during the time such driver is physically incapable of making a report, but in such event such driver shall make a report as required in subsection A within twenty-four hours after regaining ability to make such report.

(Ord. 827 § 27, 1951)

11.12.080 Violation—Penalty.

Any person violating any of the provisions of ~~Chapters 11.04 through 11.44 this Title~~ is guilty of an infraction and upon conviction thereof, unless otherwise provided, is punishable as prescribed in Section 1.20.010.

(Ord. 1621, 1978; Ord. 1358 § 2 (part), 1973; Ord. 827 § 91, 1951)

11.12.090 Parking violation—Penalties.

The penalties for violations of the provisions of this Title and the CVC related to stopping, standing and parking of vehicles shall be established by the city council pursuant to CVC Section 40203.5.

(Ord. XXX)

Chapter 11.16 SPEED LIMITS

11.16.010 Speed zones designated.

- A. Whenever the City Manager determines, upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street otherwise subject to a prima facie limit of 25 miles per hour under the CVC, the City Manager may determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour, ~~or a maximum speed limit of 65 miles per hour,~~ whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie speed limit shall be effective when appropriate signs giving such notice thereof are erected upon said street. All increases in speed limits will require review by the Traffic Safety Committee.
- B. Whenever the City Manager determine upon the basis of an engineering and traffic survey that the maximum speed limit of ~~65~~0 miles per hour is more than is reasonable or safe upon any portion of any street or highway where such maximum speed limit of ~~65~~0 miles per hour is applicable under the CVC, the City Manager my determine and declare a prima facie speed limit of ~~60, 55, 50, 45, 40, 35, 30,~~ or 25 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon such street.
- C. The provisions of this section shall not apply to any state highway or extension thereof.
- A. Pursuant to Sections 22357 and 40802 of the CVC, the City Council of the City of National City, on the basis of engineering and traffic surveys conducted and certified by a professional engineer in accordance with Section 627 of the CVC and Section 2B.13 of the MUTCD, does hereby establish the following speed limits as reasonable and safe to facilitate the orderly movement of vehicular traffic on the portions of roadways within the City of National City summarized in subsections "B" through "F" below.
- B. Twenty five miles per hour is declared and established as the prima facie speed limit on the following streets:
1. ———— 16th Street from Wilson Avenue to National City Boulevard.
 2. ———— 18th Street from Wilson Avenue to National City Boulevard.
 3. ———— 22nd Street from Wilson Avenue to National City Boulevard.
 4. ———— 32nd Street from Tidelands Avenue to Marina Way.
 5. ———— 8th Street from National City Boulevard to "D" Avenue.
 6. ———— 8th Street from "D" Avenue to Highland Avenue.
 7. ———— "D" Avenue from Division Street to 4th Street.
 8. ———— "D" Avenue from 4th Street to 8th Street.
 9. ———— "D" Avenue from 8th Street to Plaza Boulevard.
 10. ———— "D" Avenue from Plaza Boulevard to 16th Street.
 11. ———— "D" Avenue from 16th Street to 18th Street.

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12. ~~Grove Street from Prospect Street to Sweetwater Road.~~
 13. ~~Hoover Avenue from 22nd Street to Mile of Cars Way.~~
 14. ~~"L" Avenue from 16th Street to 18th Street.~~
 15. ~~"L" Avenue from 24th Street to 28th Street.~~
 16. ~~"L" Avenue from 28th Street to 30th Street.~~
 17. ~~Manchester Road from Plaza Boulevard to Angelo Drive.~~
 18. ~~Marina Way from Bay Marina Drive to 32nd Street.~~
 19. ~~McKinley Avenue from 14th Street to 19th Street.~~
 20. ~~Palm Avenue from 16th Street to 18th Street.~~
 21. ~~Palm Avenue from 18th Street to 22nd Street.~~
 22. ~~Plaza Boulevard from Coolidge Avenue to Hoover Avenue.~~
 23. ~~Plaza Boulevard from Hoover Avenue to National City Boulevard.~~

C. ~~Thirty miles per hour is declared and established as the prima facie speed limit on the following streets:~~

1. ~~16th Street from National City Boulevard to "D" Avenue.~~
2. ~~16th Street from Highland Avenue to "L" Avenue.~~
3. ~~16th Street from "L" Avenue to Palm Avenue.~~
4. ~~16th Street from Palm Avenue to Grove Street.~~
5. ~~16th Street from Grove Street to Euclid Avenue.~~
6. ~~16th Street from Euclid Avenue to Lanoitan Avenue.~~
7. ~~16th Street from Lanoitan Avenue to Harbison Avenue.~~
8. ~~18th Street from National City Boulevard to "D" Avenue.~~
9. ~~18th Street from "D" Avenue to Highland Avenue.~~
10. ~~18th Street from Highland Avenue to "L" Avenue.~~
11. ~~18th Street from "L" Avenue to Palm Avenue.~~
12. ~~18th Street from Palm Avenue to Newell Street.~~
13. ~~18th Street from Newell Street to Euclid Avenue.~~
14. ~~18th Street from Euclid Avenue to Granger Avenue.~~
15. ~~18th Street from Granger Avenue to Rachael Avenue.~~
16. ~~19th Street from Tidelands Avenue to Cleveland Avenue.~~
17. ~~24th Street from "D" Avenue to Highland Avenue.~~
18. ~~24th Street from Highland Avenue to "L" Avenue.~~
19. ~~30th Street from Hoover Avenue to National City Boulevard.~~
20. ~~30th Street from National City Boulevard to "D" Avenue.~~
21. ~~30th Street from "D" Avenue to Highland Avenue.~~
22. ~~4th Street from National City Boulevard to D Avenue.~~

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23. ~~4th Street from "D" Avenue to Highland Avenue.~~
 24. ~~4th Street from Highland Avenue to Palm Avenue.~~
 25. ~~4th Street from Euclid Avenue to Clairmont Avenue.~~
 26. ~~4th Street from Clairmont Avenue to Harbison Avenue.~~
 27. ~~8th Street from Harbor Drive to I-5.~~
 28. ~~8th Street from I-5 to National City Boulevard.~~
 29. ~~Bay Marina Drive from Tideland Avenue to Marina Way.~~
 30. ~~Bay Marina Drive from Marina Way to I-5.~~
 31. ~~Civic Center Drive from Harbor Drive to National City Boulevard.~~
 32. ~~Division Street from National City Boulevard to D Avenue.~~
 33. ~~Division Street from "D" Avenue to Highland Avenue.~~
 34. ~~Harbison Avenue from 4th Street to 8th Street.~~
 35. ~~Harbison Avenue from 8th Street to Plaza Boulevard.~~
 36. ~~Harbison Avenue from Plaza Boulevard to 16th Street.~~
 37. ~~Highland Avenue from North City Limit to Division Street.~~
 38. ~~Highland Avenue from Division Street to 4th Street.~~
 39. ~~Highland Avenue from 4th Street to 8th Street.~~
 40. ~~Highland Avenue from 8th Street to Plaza Boulevard.~~
 41. ~~Highland Avenue from 24th Street to 30th Street.~~
 42. ~~Highland Avenue from 30th Street to South City Limit.~~
 43. ~~"L" Avenue from 8th Street to Plaza Boulevard.~~
 44. ~~"L" Avenue from 18th Street to 21st Street.~~
 45. ~~"L" Avenue from 21st Street to 24th Street.~~
 46. ~~Main Street from I-5 to National City Boulevard.~~
 47. ~~McKinley Avenue from 19th Street to 23rd Street.~~
 48. ~~Mile of Cars Way from I-5 to Hoover Avenue.~~
 49. ~~Palm Avenue from Division Street to 4th Street.~~
 50. ~~Palm Avenue from 4th Street to 8th Street.~~
 51. ~~Palm Avenue from 8th Street to Plaza Boulevard.~~
 52. ~~Palm Avenue from Plaza Boulevard to 16th Street.~~
 53. ~~Plaza Boulevard from National City Boulevard to "D" Avenue.~~
 54. ~~Plaza Boulevard from "D" Avenue to Highland Avenue.~~
 55. ~~Roosevelt Avenue from Division Street to 4th Street.~~
 56. ~~Roosevelt Avenue from 4th Street to 8th Street.~~
 57. ~~Roosevelt Avenue from 8th Street to Plaza Boulevard.~~

58. ~~Roosevelt Avenue from Plaza Boulevard to Civic Center Drive.~~

59. ~~Roosevelt Avenue from Civic Center Drive to 16th Street.~~

60. ~~West Avenue from 16th Street to 18th Street.~~

61. ~~Wilson Avenue from Civic Center Drive to 18th Street.~~

62. ~~Wilson Avenue from 18th Street to 24th Street.~~

D. ~~Thirty five miles per hour is declared and established as the prima facie speed limit on the following streets:~~

1. ~~16th Street from "D" Avenue to Highland Avenue.~~

2. ~~24th Street from National City Boulevard to "D" Avenue.~~

3. ~~30th Street from Highland Avenue to "L" Avenue.~~

4. ~~30th Street from L Avenue to 2nd Avenue.~~

5. ~~4th Street from Palm Avenue to "T" Avenue.~~

6. ~~4th Street from "T" Avenue to Euclid Avenue.~~

7. ~~8th Street from Highland Avenue to "L" Avenue.~~

8. ~~8th Street from "L" Avenue to Palm Avenue.~~

9. ~~8th Street from Palm Avenue to Euclid Avenue.~~

10. ~~8th Street from Euclid Avenue to Harbison Avenue.~~

11. ~~8th Street from Harbison Avenue to Plaza Boulevard.~~

12. ~~Cleveland Avenue from Civic Center Drive to 19th Street.~~

13. ~~Cleveland Avenue from 19th Street to Bay Marina Drive.~~

14. ~~"D" Avenue from 18th Street to 24th Street.~~

15. ~~"D" Avenue from 24th Street to 26th Street.~~

16. ~~"D" Avenue from 26th Street to 30th Street.~~

17. ~~Division Street from Highland Avenue to Palm Avenue.~~

18. ~~Division Street from Palm Avenue to "T" Avenue.~~

19. ~~Division Street from "T" Avenue to Euclid Avenue.~~

20. ~~Euclid Avenue from North City Limit to Division Street.~~

21. ~~Euclid Avenue from Division Street to 4th Street.~~

22. ~~Euclid Avenue from 4th Street to 8th Street.~~

23. ~~Euclid Avenue from 8th Street to Plaza Boulevard.~~

24. ~~Euclid Avenue from Plaza Boulevard to 16th Street.~~

25. ~~Euclid Avenue from 16th Street to 18th Street.~~

26. ~~Euclid Avenue from 18th Street to 24th Street.~~

27. ~~Harbison Avenue from Division Street to 4th Street.~~

28. ~~Highland Avenue from Plaza Boulevard to 16th Street.~~

29. ~~Highland Avenue from 16th Street to 18th Street.~~

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30. ——— Highland Avenue from 18th Street to 24th Street.
 31. ——— Hoover Avenue from Mile of Cars Way to 30th Street.
 32. ——— Hoover Avenue from 30th Street to 33rd Street.
 33. ——— Mile of Cars Way from Hoover Avenue to National City Boulevard.
 34. ——— National City Boulevard from Division Street to 4th Street.
 35. ——— National City Boulevard from 4th Street to 8th Street.
 36. ——— National City Boulevard from 8th Street to Plaza Boulevard.
 37. ——— National City Boulevard from Plaza Boulevard to Civic Center Drive.
 38. ——— National City Boulevard from Civic Center Drive to 16th Street.
 39. ——— National City Boulevard from 16th Street to 18th Street.
 40. ——— National City Boulevard from 18th Street to 24th Street.
 41. ——— National City Boulevard from 24th Street to 30th Street.
 42. ——— National City Boulevard from 30th Street to South City Limit.
 43. ——— Newell Street from 18th Street to Prospect Street.
 44. ——— Palm Avenue from I-805 to Division Street.
 45. ——— Plaza Bonita Road from Sweetwater Road to Bonita Mesa Road.
 46. ——— Plaza Boulevard from Highland Avenue to Palm Avenue.
 47. ——— Plaza Boulevard from Palm Avenue to I-805.
 48. ——— Plaza Boulevard from I-805 to Euclid Avenue.
 49. ——— Plaza Boulevard from Euclid Avenue to Harbison Avenue.
 50. ——— Sweetwater Road from 2nd Avenue to I-805/Euclid Avenue.
 51. ——— Tidelands Avenue from Civic Center Drive to 19th Street.
 52. ——— Tidelands Avenue from 19th Street to Bay Marina Drive.
 53. ——— Tidelands Avenue from Bay Marina Drive to 32nd Street.

E. ——— Forty miles per hour is declared and established as the prima facie speed limit on the following streets:

1. ——— Division Street from Euclid Avenue to Harbison Avenue.
2. ——— Euclid Avenue from 24th Street to Sweetwater Road.
3. ——— Paradise Valley Road from 8th Street to Plaza Entrada.
4. ——— Plaza Bonita Center Way from Valley Road to Sweetwater Road.
5. ——— Plaza Boulevard from Harbison Avenue to 8th Street.
6. ——— Valley Road from Plaza Bonita Center Way to San Miguel Court.

F. ——— Forty five miles per hour is declared and established as the prima facie speed limit on the following streets:

1. ——— Harbor Drive from North City Limit to 8th Street.
2. ——— Harbor Drive from 8th Street to Civic Center Drive.
3. ——— Sweetwater Road from I-805/Euclid Avenue to Valley Road.

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4. ~~Sweetwater Road from Valley Road to Plaza Bonita Road.~~
 5. ~~Sweetwater Road from Plaza Bonita Road to Calmoor Street.~~
 6. ~~Sweetwater Road from Calmoor Street to Plaza Bonita Center Way.~~
 7. ~~Valley Road from Sweetwater Road to Calle Abajo~~

(Ord. 2273, 2005; Ord. 2149, 1998; Ord. 2045 §§ 1—4, 1992; Ord. 2043 §§ 1—4, 1992; Ord. 1963, 1988; Ord. 1960, 1988; Ord. 1931, 1987)

(Ord. No. 2012-2378, 12-4-2012; Ord. No. 2017-2443, 12-19-2017)

11.16.020 Signs erected.

It is authorized and directed that appropriate signs giving notice of the speed zones designated in Section 11.16.010 be erected on the streets named in Section 11.16.010.

(Ord. 1884, 1986)

Chapter 11.20 TRAFFIC CONTROL DEVICES

11.20.010 Installation—Authority.

- A. The ~~city manager public works director~~ Director of Public Works shall cause to be placed and maintained official traffic control devices when and as required by resolution or ordinances of this city.
- B. Whenever the ~~Vehicle Code of this state-CVC~~ requires for the effectiveness of any provision thereof that traffic control devices be installed to give notice to the public of the application of such law the ~~city manager public works director~~ Director of Public Works is authorized to cause to be installed the necessary devices subject to any limitations or restrictions set forth in the law applicable thereto.

(Ord. 827 § 28, 1951)

11.20.020 Enforcement—Signs required.

No provision of the ~~Vehicle Code-CVC~~ or of this title for which signs are required shall be enforced against an alleged violator unless appropriate signs are in place and sufficiently legible to be seen by an ordinarily observant person, giving notice of such provisions of the traffic laws.

(Ord. 827 § 29, 1951)

11.20.030 Obedience required.

The driver of any vehicle shall obey the instructions of any official traffic control device applicable thereto placed in accordance with the traffic ordinances of this city unless otherwise directed by a police officer subject to the exceptions granted the driver of an authorized emergency vehicle when responding to emergency calls.

(Ord. 827 § 30, 1951)

11.20.040 Installation—Procedure.

- A. When directed by resolution or ordinance of the city council the ~~city manager public works director~~ Director of Public Works shall cause to be installed and maintained official traffic signals at those intersections and other places where traffic conditions are such as to require that the flow of traffic be alternately interrupted and released in order to prevent or relieve traffic congestion or to protect life or property from exceptional hazard.

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- B. The ~~C~~city ~~traffic E~~ngineer shall ascertain and determine the locations where such signals are required ~~by resort to field observation through field observations~~, traffic counts and other traffic information as may be pertinent and ~~his/her~~ ~~their~~ determinations therefrom shall be made in accordance with those traffic engineering and safety standards and instructions set forth in the ~~California Maintenance Manual issued by the Division of Highways of the state Department of Public Works~~ CA-MUTCD.
- C. Whenever the ~~city manager~~ Director of Public Work ~~public works director~~ causes to be installed and maintained an official traffic signal at any intersection, ~~they~~ ~~he~~ ~~she~~ shall likewise cause to be erected and maintained at such intersection street name signs visible to the principal flow of traffic unless such street name signs have previously been placed and are maintained at any such intersection.

(Ord. 827 § 31, 1951)

11.20.050 Lane markings.

The ~~C~~city ~~traffic E~~ngineer is authorized to mark center lines and lane lines upon the surface of the roadway to indicate the course to be traveled by vehicles and may place signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the center line of the highway. When authorized signs have been placed designating off-center traffic lanes, no person shall disobey the instructions given by such signs.

(Ord. 827 § 32, 1951)

11.20.060 Existing devices.

~~Until removed or relocated by the city council, all~~ All traffic control devices heretofore installed by the city and in place on the effective date of the ordinance codified herein are approved.

(Ord. 827 § 33, 1951)

11.20.070 Hours of operation.

The ~~C~~city ~~traffic E~~ngineer shall determine the hours and days during which any traffic control device shall be in operation or be in effect, except in those cases where such hours or days are specified in this title.

(Ord. 827 § 34, 1951)

11.20.080 Speed regulation.

The ~~C~~city ~~traffic E~~ngineer is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from the speeds otherwise applicable within the district or at intersections, and shall erect appropriate signs giving notice thereof.

(Ord. 827 § 89, 1951)

Chapter 11.24 TURNING MOVEMENTS

11.24.010 Marking—Authority.

- A. The ~~C~~city ~~traffic E~~ngineer is authorized to place markers, buttons, or signs within or adjacent to intersections indicating the course to be traveled by vehicles turning at such intersections, and the ~~C~~city ~~traffic E~~ngineer is authorized to allocate and indicate more than one lane of traffic from which drivers of vehicles may make right or left hand turns, and the course to be traveled as indicated may conform to or be other than as prescribed by law or ordinance.

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- B. When authorized marker, buttons, or other indications are placed within an intersection indicating the course to be traveled by vehicles turning thereat, no driver of a vehicle shall disobey the directions of such indications.

(Ord. 827 § 35, 1951)

11.24.020 Restricting signs—Authority.

The ~~C~~city ~~traffic E~~ngineer is authorized to determine those intersections at which drivers of vehicles shall not make a right, left, or U turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day or permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed when such turns are permitted.

(Ord. 827 § 36, 1951)

11.24.030 Restricting signs—Obedience required.

Whenever authorized signs are erected indicating that no right or left or U turn is permitted, no driver of a vehicle shall disobey the directions of any such sign.

(Ord. 827 § 37, 1951)

11.24.040 Right turn against signal prohibited—Authority.

The ~~C~~city ~~traffic E~~ngineer is authorized to determine those intersections within any business or residence district at which the driver of a vehicle shall not make a right turn against a red or stop signal and shall erect proper signs giving notice of such prohibition. No driver of a vehicle shall disobey the directions of any such sign.

(Ord. 827 § 38, 1951)

Chapter 11.28 ONE-WAY STREETS AND ALLEYS

11.28.010 Sign erection.

Whenever any ordinance or resolution of the city designates any one-way street or alley, the ~~city manager~~ ~~public works director~~ Director of Public Works or designee shall place and maintain signs giving notice thereof, and no such regulations shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

(Ord. 827 § 39, 1951)

Chapter 11.32 STOPPING, STANDING AND PARKING

11.32.010 Stop sign—Erection—Authority.

Whenever any ordinance or resolution of this city designates and describes any street or portion of any intersection at which vehicles are required to stop at one or more entrances thereto, or any railroad grade crossing at which vehicles are required to stop, the ~~city manager~~ ~~public works director~~ Director of Public Works or designee shall erect and maintain stop signs as follows:

A stop sign shall be erected on each and every street intersecting such through street or portion thereof so designated and at those entrances of other intersections where a stop is required and at any railroad grade crossing so designated. Every such sign shall conform with and shall be placed as provided in the ~~Vehicle Code~~ CA-MUTCD.

(Ord. 1024 § 1, 1962; Ord. 827 § 40, 1951)

11.32.020 Stop sign—Obedience required.

When stop signs are erected as provided in this chapter at the entrance to any intersection or at any railway grade crossing, every driver of a vehicle shall stop as required by the ~~Vehicle Code~~CVC.

(Ord. 827 § 41, 1951)

11.32.030 Emerging from alley or private driveway.

The driver of a vehicle emerging from an alley, driveway, private property or building, shall stop such vehicle immediately prior to driving onto a sidewalk or into a sidewalk area extending across any alley way.

(Ord. 827 § 42, 1951)

11.32.040 Regulations—Applicability.

- A. The provisions of this title prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.
- B. The provisions of this title imposing a time limit on standing or parking shall not relieve any person from the duty to observe other and more restrictive provisions of the ~~State Vehicle Code~~CVC or the ordinances of this city, prohibiting or limiting the standing or parking of vehicles in specific places or at specified times.

(Ord. 827 § 56, 1951)

11.32.050 Parkways—Stopping in prohibited.

No person shall stop, stand or park a vehicle within any parkway.

(Ord. 827 § 57, 1951)

11.32.060 Vehicle storage on streets.

- A. No person who owns or has possession, custody, or control of any vehicle shall park such vehicle upon any street or alley for more than seventy-two consecutive hours.
- B. It is unlawful for any person to re-park a vehicle under their control or in their custody within the same block face after the expiration of seventy-two consecutive hours.
- CB. In the event a vehicle is parked or left standing upon a street for more than seventy-two consecutive hours, any member of the police department authorized by the ~~C~~chief of ~~P~~police may remove such vehicle from the street in the manner and subject to the requirements of Sections 22852 and 22853 or other applicable sections of the ~~Vehicle Code~~CVC.

(Ord. 1117 § 1, 1965: Ord. 1024 § 3, 1962: Ord. 827 § 58, 1951)

11.32.070 Violation of restricted hours—Vehicle removal.

In the event a vehicle is parked or left standing ~~between seven a.m. and seven p.m. or between four a.m. and six a.m. during restricted hours~~ upon a street where parking has been prohibited by resolution of the city council, and signs giving notice thereof are thereon erected, any member of the police department authorized by the ~~C~~chief of ~~P~~police may remove such vehicle from the street in the manner provided by and subject to the requirements of the ~~Vehicle Code~~CVC.

(Ord. 1024 § 4, 1962: Ord. 827 § 59, 1951)

11.32.080 Storage or repair of vehicles prohibited.

- A. Except for emergency repairs, no person shall grease or repair a vehicle upon any public street or public property.
- B. It is unlawful for any person who deals in, or whose business involves the sale, lease, rental or charter of vehicles to store, park or stand any such vehicle upon any public street, except while such vehicle is under lease, rental or charter by a customer.
- C. It is unlawful for any person whose business involves the repair or servicing of vehicles or vehicle components to store, stand or park any vehicle on any public street or public property after that person has accepted custody of that vehicle from the customer.

(Ord. 2229 § 4, 2003; Ord. 827 § 60, 1951)

11.32.090 Parking parallel—Curb.

- A. Subject to other and more restrictive limitations, a vehicle may be stopped or parked within eighteen inches of the left-hand curb facing in the direction of traffic movement upon any one-way street unless signs are in place prohibiting such stopping or standing.
- B. In the event a highway includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such one-way roadway unless signs are in place permitting such standing or parking.
- C. The ~~Ceity traffic Engineer~~ is authorized to determine when standing or parking shall be prohibited upon the left-hand side of any one-way street or when standing or parking may be permitted upon the left-hand side of any one-way roadway of a highway having two or more separate roadways; ~~the public works director~~ Director of Public Works or designee and shall erect signs giving notice thereof.

(Ord. 827 § 61, 1951)

11.32.100 Angle loading—~~Permit~~Prohibited.

The ~~Ceity traffic Engineer~~ ~~is authorized to issue special permits to permit~~ prohibits the backing of a vehicle to the curb for the purpose of loading or unloading merchandise or materials in a head-in angled parking stall, subject to the terms and conditions of such permit. Such permit may be issued either to the owner or lessee of real property or to the owner of the vehicle and grants to such person the privilege as therein stated and authorized herein, and it is unlawful for any permittee or other person to violate any of the special terms or conditions of any such permit.

(Ord. 827 § 62, 1951)

11.32.101 Angle parking zones.

The ~~city traffic engineer~~ ~~public works director~~ Director of Public Works is authorized to place or cause to be placed pavement markings and signs designating angle parking zones, ~~when as determined by the Ceity traffic Engineer any resolution of this city designates such a zone on any street or portion of any street within the city.~~

(Ord. 1900 (part), 1987; Ord. 1793, 1983)

11.32.105 Parking space markings.

~~The public works director~~Director of Public Works is authorized to install and maintain parking space markings to delineate parking spaces adjacent to curbs or in angle parking zones where authorized parking is permitted, as determined by the ~~City traffic Engineer~~. When such parking space markings are placed on a roadway, subject to other and more restrictive limitations, no vehicle shall be stopped, left standing or parked other than within a single space as delineated by said markings.

(Ord. XX)

11.32.110 Near schools.

- A. The ~~city traffic engineer~~ ~~public works director~~Director of Public Works is authorized to erect signs indicating no parking upon that side of any street adjacent to any school property when such parking would, ~~in his opinion~~, interfere with traffic or create a hazardous situation, as determined by the City traffic Engineer.
- B. When official signs are erected indicating no parking upon that side of a street adjacent to any school property, no person shall park a vehicle in any such designated place.

(Ord. 827 § 63, 1951)

11.32.120 Narrow streets.

- A. The ~~city traffic engineer~~ ~~public works director~~Director of Public Works is authorized to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed twenty feet, or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed thirty feet.
- B. When official signs or markings prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign or marking.

(Ord. 827 § 64, 1951)

11.32.130 Hills.

No person shall park or leave standing any vehicle unattended on a highway when upon any grade exceeding three percent within any business or residence district without blocking the wheels of such vehicle by turning them against the curb or by other means.

(Ord. 827 § 65, 1951)

11.32.140 Stopping or parking prohibited—Signs required.

The ~~city traffic engineer~~ ~~public works director~~Director of Public Works or designee shall appropriately sign or mark the following places and when so signed or marked no person shall stop, stand or park a vehicle in any of such places:

- A. ~~At any place within twenty feet of a point on the curb immediately opposite the midblock end of a safety zone~~Within a designated no parking zone as indicated by signs or red curb markings;
- B. ~~At any place within twenty five feet of an intersection in the central traffic district or in any business district except that a bus may stop at a designated bus stop~~Within fifteen feet of a fire hydrant;
- C. Within twenty-five feet of the approach to any traffic signal, ~~boulevard~~-stop sign, or ~~official electric flashing device~~yield sign;

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- D. At any place where the Ccity traffic Engineer determines that it is necessary in order to eliminate an unusual traffic hazard;
 - E. Except where a different distance is prescribed by Ccity Council resolution, within fifty feet of any intersection marked with a sign that prohibits any vehicle whose height with or without a load exceeds six feet;
 - F. At any location where parking is restricted or prohibited between hours designated by resolution of the city council;
 - G. Any vehicle parked in violation of this section may also be towed after a parking citation has been issued, provided a sign has been posted authorizing the removal of vehicles parked in violation of such parking restriction.

(Ord. 2267 § 2 (part), 2005: Ord. 827 § 66, 1951)

11.32.150 Unlawful parking—Vending by vehicle.

- A. It is unlawful to park or stop a vehicle upon which merchandise is displayed or offered for sale or lease, upon any street, except upon the request of a purchaser and then only for the actual time necessary to consummate a sale, not to exceed a total of ten minutes at that location or at any immediately succeeding location that is within three hundred feet of the former location where the vendor completed the immediate last transaction.
- B. The pick-up or delivery of merchandise is not regulated or made unlawful by this section.
- C. The parking of a vehicle upon which merchandise is transported but is not being displayed or offered for sale is not made unlawful by this section, provided the vehicle is otherwise lawfully parked.
- D. As used in this section, "merchandise" is as defined in Section 10.22.010C.

(Ord. 2168 § 6, 1999: Ord. 1110 § 2, 1965; Ord. 827 § 67, 1951)

11.32.160 Emergency parking signs.

- A. Whenever the Ccity traffic Engineer determines that an emergency traffic congestion is likely to result from the holding of public or private assemblages, gatherings or functions or for other reasons, the Ccity traffic Engineer shall have power and authority to order temporary signs to be erected or posted indicating that the operation, parking or standing of vehicles is prohibited on such streets and alleys as the Ccity traffic Engineer directs during the time such temporary signs are in place. Such signs shall remain in place only during the existence of such emergency and the Ccity traffic Engineer shall cause such signs to be removed promptly thereafter.
- B. When signs authorized by the provisions of this section are in place giving notice thereof, no person shall operate, park or stand any vehicle contrary to the directions and provisions of such signs.

(Ord. 827 § 68, 1951)

11.32.170 Curb parking—Right-of-way.

- A. For the purpose of this section, a "limited curb parking space" means an area open for lawful parking alongside of and adjacent to a curb, which area is not of sufficient length to permit two or more vehicles to freely move for parking therein at the same time.
- B. Any person seeking to park his-their vehicle in a limited curb parking space whose vehicle arrives at said parking space prior to any other vehicle, and who proceeds beyond said space a distance not to exceed ten feet for the purpose of backing his vehicle therein, shall have the right-of-way over any person driving or attempting to drive any other vehicle directly into such limited curb parking space or who in any manner

obstructs such limited curb parking space and the driver of such other vehicle shall immediately yield the right-of-way to the driver who first arrived at said parking space.

- C. The ~~city traffic engineer~~ ~~public works director~~ Director of Public Works shall cause to be painted on the curb adjacent to each "limited curb parking space" lines demarcating the limits of said "limited curb parking space."
- D. It is unlawful for any vehicle to be parked in front of, over or across any such line demarcating the boundary of a "limited curb parking space."

(Ord. 945 § 1, 1959; Ord. 827 § 69, 1951)

11.32.180 Loading zone—Authority—Designation.

- A. The ~~City Traffic Engineer~~ is authorized to ~~designate determine and to mark~~ loading zones and passenger loading zones, ~~to be marked by the public works director~~ Director of Public Works or designee as follows:
 - 1. ~~Any place in the central traffic district or any~~ Within a business district;
 - 2. Elsewhere in front of the entrance to any place of business or in front of any hall or place used for the purpose of public assembly;
 - 3. Adjacent to an official United States Postal Service mailbox.
 - 4. Loading zones and passenger loading zones shall require written approval of adjacent businesses.
 - 5. If requested by a business, the applicant will pay a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.
- B. In no event shall more than one-half of the total curb length ~~in on~~ any block be reserved for loading zone purposes.
- C. Loading zones shall be indicated by ~~marking curbs with yellow paint a yellow paint line stenciled with black letters, "LOADING ONLY," upon the top of all curbs within such zones.~~
- D. Passenger loading zones shall be indicated by ~~marking curbs with white paint a white line stenciled with black letters, "PASSENGER LOADING ONLY," upon the tops of all curbs in said zones.~~

(Ord. 827 § 70, 1951)

11.32.190 Curb markings.

- A. The ~~city traffic engineer~~ ~~public works director~~ Director of Public Works is authorized, ~~when designated by the City Traffic Engineer and~~ subject to the provisions and limitations of this title to place, and when required herein shall place, the following curb markings to indicate parking or standing regulations, ~~and s~~ said curb markings shall have the meaning as herein set forth:
 - 1. Red means no stopping, standing or parking at any time except as permitted by the ~~Vehicle Code~~ CVC, and except that a bus may stop in a red zone marked or signed as a bus zone.
 - 2. Yellow means no stopping, standing or parking at any time between seven a.m. and six p.m. of any day except Sundays and holidays, ~~unless otherwise indicated on posted signage,~~ for any purpose other than the loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three minutes nor the loading or unloading of materials more than twenty minutes.
 - 3. White means no stopping, standing or parking at any time for any purpose other than loading or unloading of passengers, which shall not exceed three minutes ~~and such restrictions shall apply between seven a.m. and six p.m. of any day except Sundays and holidays and except as follows: When such zone is in front of a hotel or hospital, the restrictions shall apply at all times. When such zone is in front of a theater the restrictions shall apply at all times except when such theater is closed.~~

4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage and shall be specifically designated by resolution of the city council.

5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.

B. When the ~~city traffic engineer~~ ~~public works director~~ Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted. 5

(Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

- A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.
- B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.
- C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.
- D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions—Generally.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger Loading zone—Passenger—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225180 Disabled persons parking zone—Authority—Designation.

A. The City Engineer is authorized to 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~~ing~~ 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.

B. General requirements.

1. 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).
2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.
3. 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.
4. The cost of installing disabled persons parking, ~~not initiated by public request~~, will be assumed by the City on public streets and public off-street parking facilities.
5. 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.
6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.

C. Special Hardship Cases.

1. It is not the intention of the City to provide personal reserved parking on the public right-~~of~~-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:
 - a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
 - b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

11.32.230 Alley—Restrictions.

No person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of persons or materials in any alley, and shall not exceed such time as specified in Section 11.32.200.

(Ord. 827 § 75, 1951)

11.32.240 Bus zones.

- A. The Ccity traffic Engineer is authorized to establish bus zones opposite curb space for the loading and unloading of buses or common carriers of passengers and to determine the location thereof subject to the directives and limitations set forth herein.
- B. "Bus," as used in this section, means any motor bus, motor coach, trackless trolley coach, or passenger stage used as a common carrier of passengers.
- C. No bus zone shall exceed eighty feet in length, except that when satisfactory evidence has been presented to the Ccity traffic Engineer showing the necessity therefor, the Ccity traffic Engineer may extend bus zones not to exceed a total length of one hundred twenty-five feet.
- D. Bus zones shall normally be established on the far side of an intersection.
- ~~E. No bus zone shall be established opposite and to the right of a safety zone.~~
- ~~EF. The public works director Director of Public Works shall cause all curbs within a designated bus zone to be painted red and appropriately signed as a bus zone or bus stop. The city traffic engineer shall cause to be painted a red line and stenciled with white letters "NO STANDING," together with the words "BUS ZONE" upon the top or side of all curbs and places specified as a bus zone.~~
- ~~FG. No person shall stop, stand or park any vehicle other than a bus, and only if licensed to operate said bus, within a bus zone except a bus in a bus zone.~~

(Ord. 827 § 76, 1951)

11.32.250 Taxi stands.

- A. Subject to the approval of the city council, the Cehief of Police ~~and the traffic safety committee are is~~ authorized to establish taxicab stands opposite curb space for the standing of taxicabs duly licensed by the city, and to determine the location and number thereof.
- B. The ~~city traffic engineer~~ public works director Director of Public Works shall cause such curb to be painted white and ~~appropriately signed as a taxi stand stenciled with black letters "NO STANDING," together with the words "TAXI STAND" upon the top or sides of all curbs and places specified as a taxicab stand.~~
- C. No person shall stop, stand or park any vehicle except a taxicab, duly licensed by the City of National City, in a taxicab stand.

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- D. It is unlawful for the owner, driver, or operator of any taxicab to allow the taxicab to remain stopped or otherwise standing ~~in the central traffic district~~ except in a regularly established stand; provided, however, taxicabs may stop in any available parking space when actually loading or unloading passengers; provided, further, ~~the~~ taxicabs may stop, park, or stand in a place where parking is otherwise permitted between the hours of two a.m. and nine a.m.
- E. In the event a vehicle is parked or left standing within a taxicab zone where parking has been prohibited by resolution or ordinance of the city council and signs giving notice thereof are thereon erected, any member of the police department authorized by the ~~C~~hief of ~~P~~olice may remove such vehicle in the manner provided by and subject to the requirements of ~~Section 22652(D) of the California Vehicle Code~~ the CVC.

(Ord. 1111 § 1, 1965; Ord. 1096 § 1, 2, 1964; Ord. 827 § 77, 1951)

(Ord. 827 § 80, 1951)

~~**11.32.260 Time limit—Central traffic district.**~~

~~When authorized signs are in place giving notice thereof no person shall stop, stand or park any vehicle within the central traffic district between the hours of seven a.m. and six p.m. of any day except Sundays and holidays for a period of time longer than one hour, unless and until changed by resolution of the city council.~~

~~(Ord. 827 § 78, 1951)~~

~~**11.32.270 Time limits—Other districts.**~~

~~When authorized signs are in place giving notice thereof no person shall stop, stand or park any vehicle within a business district outside of the central traffic district or secondary traffic district between the hours of seven a.m. and six p.m. of any day except Sundays and holidays for a period of time longer than two hours, unless and until changed by resolution of the city council.~~

~~(Ord. 827 § 79, 1951)~~

~~**11.32.280 Time limits—Secondary traffic district.**~~

~~When authorized signs are in place giving notice thereof no person shall stop, stand or park any vehicle within the secondary traffic district for a period of time longer than two hours at any time between the hours of seven a.m. and six p.m. of any day except Sundays and holidays, unless and until changed by resolution of the city council.~~

~~(Ord. 827 § 80, 1951)~~

~~**11.32.290 Prohibited hours.**~~

~~When authorized signs are in place giving notice thereof no person shall stop, stand or park any vehicle upon any street in the central traffic district between the hours of four thirty a.m. and six p.m. or between four a.m. and six a.m. of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials subject to the limitations of Section 11.32.200.~~

~~(Ord. 1024 § 5, 1962; Ord. 827 § 81, 1951)~~

~~**11.32.300 Absolutely prohibited.**~~

~~When signs are erected giving notice thereof no person shall park a vehicle at any time upon any street hereinafter designated by resolution of the city council.~~

~~(Ord. 827 § 82, 1951)~~

11.32.310 Temporary parking restrictions and time limit—Generally.

It is unlawful for any person to stop, stand or park any vehicle on any street in the city at any location where temporary signs have been installed by the ~~city engineer~~ ~~public work director~~ Director of Public Works or designee prohibiting parking for purposes of maintaining or redirecting vehicular traffic during construction or street or utility service repair, provided at least twenty-four hours prior notice of such restriction has been given in accordance with ~~CVC California Vehicle Code~~ Section 22651(l) or (m). Any installed sign may also authorize removal of a vehicle parked in violation of such parking restriction and such vehicle may thereafter be towed after a parking citation has been issued.

(Ord. 2267 § 2 (part), 2005; Ord. 827 § 83, 1951)

11.32.320 Signs—Authorization.

Signs provided in this article shall be authorized by resolution of the city council, and shall be erected by the ~~public works director~~ Director of Public Works or designee on the street or streets set forth in such resolution.

(Ord. 827 § 84, 1951)

11.32.330 Valet parking—Permits.

The ~~city council may grant by resolution~~ Director of Public Works or designee shall establish permits for valet parking. Such permits shall be granted after receiving the recommendation of the ~~C~~ehief of ~~P~~olice ~~and the traffic safety committee~~. If the Director of Public Works deems necessary, the valet parking permit request shall be reviewed by the Traffic Safety Committee.

(Ord. 1219 § 1, 1969)

11.32.340 Valet parking—Defined.

"Valet parking" means a parking service conducted by the operator of private premises, through ~~his/her~~their own employees, in which customers' cars are taken from public loading zones and parked by the proprietor's employees.

(Ord. 1219 § 2, 1969)

11.32.350 Valet parking—Spaces designated.

The ~~city council may designate by its resolution~~ Director of Public Works or designee shall establish any parking spaces, as it may deem necessary, to be reserved for the use of the proprietor of a private business for the conduct of a valet parking service. ~~The granting of permission to operate a valet parking service may be conditioned in such ways as the city council may deem proper.~~ If the Director of Public Works deems necessary, the designation of spaces for valet parking shall be reviewed by the Traffic Safety Committee.

(Ord. 1219 § 3, 1969)

11.32.360 Heavy-duty commercial vehicles—Parking restrictions in all residential districts and east of National City Boulevard.

- A. No person shall park any heavy-duty commercial vehicle more than three hours on a street in any residential district, except:
 1. While actually loading or unloading property and the time to complete the evolution in addition to such three-hour period that is reasonably necessary to complete the work;

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2. When such vehicle is parked in connection with, and in aid of, the performance of a service to or on a property, in the block in which such vehicle is parked and the time to complete the evolution in addition to such three-hour period is reasonably necessary to complete such service; or
 3. Such vehicle is parked immediately in front or ~~along side~~alongside of premises actively devoted to industry or commerce and lying contiguous to the street.
- B. Except as provided in subsection A of this section, no person shall park any heavy-duty commercial vehicle on any street east of and including National City Boulevard between the hours of two a.m. and six a.m. daily.
 - C. For the purpose of this section, "heavy-duty commercial vehicle" means a single vehicle or combination of vehicles having more than two axles or weighing more than ten thousand pounds GVWR (gross vehicle weight rating), a single vehicle or combination of vehicles twenty feet or more in length, or a single vehicle or combination of vehicles six feet, eight inches or more in width, including dump trucks, moving vans, tractors, pole or pipe dollies, trailers and detached trailers or detached flatbed trailers. It shall not include a recreational vehicle.
 - D. For purposes of this section as authorized by ~~CV~~California Vehicle Code Section 22507.5, a "residential district" means any street or streets where the contiguous property on that block is zoned for residential use pursuant to Chapter 18.14 of this code, including single-family detached dwellings, multifamily dwellings, apartment houses, or combination. It shall not include that area south of Division Street, west of National City Boulevard, north of 8th Street and east of Interstate 5.
 - E. Heavy-duty commercial vehicles parked in violation of subsection B of this section shall not be subject to citation until a minimum of twenty-four hours has elapsed following attachment of a notice to the vehicle directing its removal. The notice directing removal shall set forth the contents of this section and shall recite that the vehicle is in violation. After a particular vehicle has been tagged with a notice of removal and twenty-four hours has elapsed, parking citations may be issued thereafter for that vehicle for any further violations of this section without the necessity for further notice.
 - F. After a parking citation has been issued, any heavy-duty commercial vehicle parked in violation of this section may also be towed from any street upon which signage authorizing removal is posted, in addition to being subject to tow when parked for more than seventy-two consecutive hours pursuant to Section 11.32.060 of this chapter.

(Ord. 2267 § 2 (part), 2005; Ord. 1184, 1967)

(Ord. No. 2016-2410, § 7, 3-15-2016)

11.32.365 Unattended heavy-duty detached trailers—Parking restrictions in commercial and industrial districts.

- A. No person shall park any unattended heavy-duty detached trailer more than three hours on any street designated by city council resolution in a commercial or industrial district where signs are posted, except:
 1. While actually loading or unloading property and the time to complete the evolution in addition to such three-hour period is reasonably necessary to complete the work; or
 2. When such vehicle is parked in connection with, and in aid of, the actual performance of a service to or on a property in the block in which such vehicle is parked and the time to complete the evolution in addition to such three hour period is reasonably necessary to complete such service.
- B. For the purpose of this section, an "unattached heavy-duty detached trailer" means a single trailer or combination of trailers having two axles or more or weighing more than ten thousand pounds GVWR (gross vehicle weight rating), any single trailer or combination of trailers twenty feet or more in length, or any single trailer or combination of trailers six feet, eight inches or more in width, including dump truck trailers, dollies, moving van trailers, pole or pipe dollies, house or travel trailers, or flat bed or enclosed trailers, none of

which is attached to a truck, tractor or similar vehicle capable of towing, pulling or otherwise moving the trailer.

- C. For purposes of this section, a "commercial or industrial district" means any block, street or streets where the contiguous property on that block is zoned for a commercial or industrial occupancy pursuant to Chapters 18.16 or 18.18 of this code.
- D. After a parking citation has been issued, any unattended heavy-duty detached trailer parked in violation of this section may be towed from any street upon which signage authorizing removal is posted, in addition to being subject to tow when parked for more than seventy-two consecutive hours pursuant to Section 11.32.060 of this chapter.

(Ord. 2267 § 2 (part), 2005)

11.32.366 Parking recreational vehicles on city streets—Restricted.

- A. The city council finds that the increase in the number of recreational vehicles parked on city streets, highways, alleys, public ways or public places, or public rights-of-way has a detrimental effect on the public health, safety, and welfare of the residents and negatively affects the quality of life in the city. The purpose and intent of the city council is to establish a process to allow a city resident to park the recreational vehicle on a city street for a limited period of time.
- B. No person shall park or leave standing any recreational vehicle, whether motorized or not, whether attached to motorized vehicle or not, at any time upon any highway, street, alley, public way, or public place, except as otherwise allowed, in the City of National City except:
 - 1. While a person is actively loading or unloading a recreational vehicle for a period not to exceed two hours; or
 - 2. When the registered owner or lessor of a recreational vehicle is in possession of a permit issued pursuant to subsection 11.32.366.C.
- C. For the purpose of this section, "recreational vehicle" is any vehicle which exceeds twenty-two feet (202') in length, seven and one-half feet (7'-1/2") in width or eight feet (8') in height that shall include, but is not limited to the following:
 - 1. Camp trailers (~~CVCCalifornia Vehicle Code~~ Section 242);
 - 2. Fifth-wheel travel trailers (~~CVCCalifornia Vehicle Code~~ Section 324);
 - 3. House cars (~~CVCCalifornia Vehicle Code~~ Section 362);
 - 4. Trailer coaches (~~CVCCalifornia Vehicle Code~~ Section 635);
 - 5. Mobile homes (~~CVCCalifornia Vehicle Code~~ Section 396);
 - 6. Boats and/or trailers, including jet skis and/or jet ski trailers;
 - 7. Dune buggies and off-road or all-terrain vehicles and/or trailers;
 - 8. Attached or unattached ttrailers used for the transportation of equipment, vehicles, or animals;
 - 9. Recreational vehicles (California Health & Safety Code Section 18010);
 - 10. Folding camper trailers;
 - 11. Any other motorized or towed vehicle designed, maintained or used primarily for recreational purposes.
 - 12. Exclusions include pick-up trucks without campers and passenger vans that exceed the recreational vehicle height definition.
- D. Temporary Parking Permit Process.

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1. The ~~city manager~~ ~~community development director~~ Director of Community Development, or designee, has the authority to adopt rules and regulations governing the permit process, and to issue permits for the parking of a recreational vehicle on a street if:
 - a. A written application is made to the ~~city manager~~ Director of Community Development ~~community development director~~ on a form established by the ~~city manager~~ Director of Community Development ~~community development director~~, or designee;
 - b. The fees described in subsection 11.32.366.F are paid; and
 - c. The ~~city manager~~ Director of Community Development ~~community development director~~, or designee, determines that the parking of the recreational vehicle will not create a safety hazard.
 2. The permit shall be issued to a city resident or city property owner.
 3. The permit shall include the name and address of the city resident or the city property owner, the license plate number of the recreational vehicle, the date of issuance, and the date(s) that the permit is valid.
 4. The permit shall be valid only within the same block of the resident's or property owners' address, or upon a street adjacent to the resident's address, on either side of the street.
 5. The permit shall be valid for no longer than twenty-four hours.
 6. A city resident or city property owner may obtain no more than three permits at one time for a period of no longer than seventy-two consecutive hours.
 7. A city resident or city property owner may not obtain more than six permits in any calendar month. A city resident or city property owner may not obtain more than seventy-two permits in any calendar year.
 8. There shall be three days between the expiration of a permit, or if a city resident or city property owner obtained two or three permits at one time the expiration of the second or third permit, and the issuance of another permit to the same city resident or city property owner.
 9. The city resident or city property owner shall display the permit in the recreational vehicle in such a manner that it is clearly visible to city enforcement officers.
 10. The permitted recreational vehicle shall be subject to all applicable parking restrictions of the National City Municipal Code and the California Vehicle CodeCVC.
 11. A city resident or city property owner in possession of a permit must comply with all state and local laws, including posted parking restrictions.
 12. The fee for obtaining a permit shall be established by resolution of the city council. The fee shall be included in the city's fee schedule.
- E. Any person violating this section is punishable as prescribed in Section 1.20.010.
- F. As an alternative to subsection E., a violation of any provision of this sSection may be punishable with an administrative citation or other civil or administrative remedy pursuant to Title 1 of the National City Municipal Code.

(Ord. No. 2016-2410, § 8, 3-15-2016)

11.32.370 Public parks.

It is unlawful to park any motor vehicle in a public park in the city other than on a public street or in an area designated by signs as a public parking area.

(Ord. 1205 (part), 1968)

11.32.371 Public property.

It is unlawful to park or leave standing any motor vehicle on land owned or in possession of the city ~~or the community development commission of the city, or the Community Development Commission – Housing Authority of the City,~~ other than in an area designated for public parking. Where signs are posted giving notice of removal, any vehicle parked or left standing in violation of this section may be removed by the police department.

(Ord. 1936, 1988)

11.32.380 Parking or obstruction of fire lane prohibited—Towing authorized.

No vehicle shall be parked or obstruction maintained within a fire lane as defined in the Uniform Fire Code as adopted by this code. No owner or person in lawful possession or control of a fire lane shall allow the parking of a vehicle or maintenance of an obstruction to a fire lane as described herein.

Any vehicle or obstruction which violates this section may be removed by city employees or a designated representative of the city. Vehicles shall only be removed as provided in the ~~California Vehicle Code~~CVC.

(Ord. 1774, 1982)

11.32.390 Unauthorized parking in reserved parking spaces prohibited.

No person, other than the person for whom the parking space is reserved, shall stop, stand or park a vehicle within a reserved parking space located on any off-street parking facility owned or operated by the city. Any vehicle parked in violation of this section is subject to removal by the police department. All reserved parking spaces shall be appropriately marked by a permanent sign and/or pavement markings installed by the ~~city traffic engineer public works director~~Director of Public Works or designee.

(Ord. 1880, 1986)

11.32.400 Unauthorized temporary parking in street sweeping zones prohibited.

A. No person shall park any vehicle on that portion of any street on the days, and between the hours, designated by the city council for the purpose of street cleaning. Each portion of each street so designated shall be posted with signs giving notice of the days, and the hours, of the parking prohibition effective on that portion of the street. This prohibition shall not apply to a vehicle which, after the street-sweeper has passed, is then parked on a restricted portion of the street during the posted hours.

B. Upon establishment of permit parking zones, the City Engineer or designee is hereby directed to add street sweeping parking restrictions throughout the permit parking zone. Any vehicle parked in violation of this section may also be towed after a parking citation has been issued, provided a sign has been posted authorizing the removal of vehicles parked in violation of such parking restriction.

11.32.4100 Parking violation—Penalties.

- A. The registered owner, lessee or renter of a vehicle cited for violation of the provisions of Chapter 7.18 or 11.32 of this code or the ~~CV~~California Vehicle Code shall pay the fine as indicated within twenty-one days from the date the citation was issued.
- B. The failure of the registered owner, lessee or renter of the cited vehicle to pay the parking fine within twenty-one days of the issuance of the citation shall result in the penalty being increased to double the amount of the original penalty amount, i.e., penalty x 2.

- C. Parking penalty fines are set to amounts consistent with the then current recommendations of the San Diego County parking penalty committee, on file in the office of the city clerk, in accordance with ~~Vehicle Code CVC~~ Section 40203.5(a).
- D. In accordance with ~~Vehicle Code CVC~~ Section 4760, the city shall file an itemization of unpaid parking penalties, including administrative fees and the amount of costs of the city for costs of service, with the Department of Motor Vehicles for collection with the registration of the vehicle.

(Ord. 2189, 2001: Ord. 2067, 1993: Ord. 1992, 1990: Ord. 1902, 1987)

Chapter 11.33 PARKING METERS

11.33.010 Parking Meter Zones—Establishment—Authority.

- A. ~~The Ceity Engineer, by ordinance of the city council, and pursuant to the provisions of CVC Section 22508, may establish parking meter zones to aid in the regulation, control and inspection of the parking of vehicles and/or to increase park utilization and turnover to support local businesses and economic development. Zones-Metered blocks within designated parking meter zones shall be established based on parking surveys of streets or portions of streets that demonstrate a parking occupancy rate of 80% or greater during the time of survey.~~
- B. ~~Upon authorization by the city council, the Ceity Engineer or public works director~~Director of Public Works shall cause parking meters or pay stations to be installed, ~~parking meter~~paid parking spaces to be designated, and required signage to be displayed within parking meter zones, as hereinafter provided. Modifications or elimination of parking meter zones shall be established by amendments to ordinance of the city council.
- C. ~~The regulation of traffic by parking meters or pay stations and the use of any approved method of payment in such meters shall become effective upon the installation of appropriate parking meters or pay stations and signs thereon, giving notice of such parking meter~~paid parking regulation and rate.

(Ord. XXX)

11.33.020 Parking Meter Zones—Designated.

~~Parking meter zones are hereby designated upon those public streets or portions of streets described herein in which parking of vehicles shall be regulated by parking meters or pay stations between the hours and on days specified in Section 11.33.060:~~

~~A. "A" Avenue between E. 7th Street and E. 9th Street, both sides of street~~

~~B. E. 8th Street between "A" Avenue and "D" Avenue, both sides of street~~

~~A. National City Boulevard to the west, Highland Avenue to the east, 18th Avenue to the south, and 7th Avenue to the north~~

(Ord. XXX)

11.33.030 Parking Meter Rates and Time limits—Authority.

- A. It is the intent of the city council to establish a target utilization rate of 80% for all parking meters and pay stations within the city. Utilization rate refers to the amount of time that vehicles occupy a parking meterpaid parking space during the allowed hours of operation of the parking meter or pay station. The establishment of the target utilization rate of 80% is based on well-accepted parking management studies and review of targets established by other municipalities. The city council finds that the establishment of the target utilization rate of 80% is one of the most effective strategies for managing on-street parking and for recovering at least a portion of the estimated reasonable costs associated with parking, traffic control and management impacting the parking of vehicles within parking meter zones.
- B. Under the authority of CVC Section 22508, the city council establishes a parking meterpaid parking rate of \$0.25 for each 15-minute interval up to the maximum legal time limit established for each parking meter or pay station. Said rate shall be and remain in effect, unless modified by amendments to ordinance of the city council. The Ceity Eengineer or public works directorDirector of Public Works shall cause to be programmed all parking meters and pay stations within designated parking meter zones the established rates for deposit of funds.
- C. When any vehicle is parked in any space alongside of or next to a single-space parking meter which is located in accordance with the provisions of this Chapter, or when any vehicle is parked in any space or zone adjacent to which a multi-space parking meterpay station is located in accordance with the provisions of this Chapter, the operator of said vehicle shall, upon entering said parking space or zone, immediately cause to be deposited coins in the appropriate denomination, or otherwise immediately purchase time using an approved method of payment, according to the time interval desired within the maximum limit and at the displayed parking rates.
- D. Time limits for parking meters and pay stations shall be established at intervals of 15 minutes not to exceed a maximum of two hours for single vehicle use during the hours and days specified in Section 11.33.040. The Ceity Eengineer is authorized to establish shorter maximum time limits on streets or portions of streets within parking meter zones based on evaluation of parking demand, parking utilization, type and operations of adjacent land uses, and other relevant factors. Time limits shall be clearly displayed consistent with the requirements of Section 11.33.050.
- E. During a fiscal year, the City Engineer or Director of Public Works may adjust pay station and meter rates up or down \$0.25 per hour based on average occupancy rates in order to achieve a target occupancy rate of 80 %. Any increase over \$0.25 per hour in a fiscal year shall require City Council approval.
- FE. Unless otherwise permitted by signs, no person shall stop, stand, or park a vehicle in a parking meter zone between the hours designated within the parking meter zone of any day for longer than the prescribed period. For the purposes of this section, the term parking meter zone means an area in which signs, parking meters or curb markings prescribe a designated period for parking of vehicles.
- GF. When temporary special parking or traffic conditions require different hours or days of parking restrictions, the Ceity Eengineer or public works directorDirector of Public Works may vary the hours and days during which the restrictions in the parking meter zones shall be in effect; and, when authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle contrary to the direction or provisions of such signs.

(Ord. XXX)

11.33.040 Parking Meters—Time of operation.

- A. Parking meters and pay stations shall be operated in parking meter zones every day between the hours of 8:00 a.m. and 6:00 p.m., except Sundays and holidays. Modifications to hours of operation of parking meters shall be established by amendments to ordinance of the city council.
- B. The City Engineer or Director of Public Works may set and adjust the time period of operation of parking meters before 8:00 a.m., but no earlier than 7:00 a.m., and later than 6:00 p.m., but no later than 11:00 p.m., every day except on Sundays and holidays, but in no event for a length of time less than ten hours each day, consistent with achieving the target utilization rate of 80%.

(Ord. XXX)

11.33.050 Parking Meters—Installation, maintenance and operation.

- A. The ~~public works director~~Director of Public Works is hereby authorized to install or place parking meters and pay stations with appropriate parking space markings and signage in such parking meter zones as designated in Section 11.33.020 and in accordance with the provisions of this Chapter; and the ~~public works director~~Director of Public Works or designee is hereby directed to maintain said parking meters and pay stations, parking space markings and signage in good workable condition.
- B. Single-space parking meters installed in parking meter zones established as provided in Section 11.33.010 shall be placed upon the curb immediately adjacent to individual parking spaces. The hours of operation and time limits shall be clearly displayed on the meter standards and/or posted on signs within the parking meter zone or portions thereof. Each single-space parking meter shall be placed or set in such manner as to display whether the parking space adjacent to that meter is legally in use or not. Upon ~~the deposit of coins or the~~ purchase of time using an approved method of payment, each single-space parking meter shall be set to display the amount of time remaining for legal parking and shall continue to operate for that period of time not exceeding the limit of parking time which has been established for that space or zone. Upon the expiration of legal parking time, each single-space parking meter shall indicate by proper signal that the lawful parking period has expired.
- C. Multi-space ~~parking meters~~pay stations installed in parking meter zones established as provided in Section 11.33.010 shall be placed upon the curb immediately within the parking meter zone or portions thereof to which they apply. The hours of operation and time limits shall be posted on signs within the parking meter zone or portions thereof. Upon the purchase of time using an approved method of payment, a multi-space ~~parking meter~~pay station shall either produce a receipt to be used by the parking user as proof of valid parking as described in Section 11.33.070, or electronically record the expiration of the time purchased for an individual parking space entered by the parking user, which may be checked for enforcement or other purposes. ~~A receipt produced by a multi-space parking meter shall be displayed by the parking user in a fully visible location within the vehicle as instructed on the receipt,~~ in order to be valid or otherwise considered effective. A vehicle is lawfully parked in a parking meter zone if:
1. Pay and Display. The vehicle displays a receipt which is legible to an enforcement officer, evidencing purchase of parking meter time at the posted parking rate and within the maximum time limit at the multi-space parking meter located immediately adjacent to the parking meter zone where the vehicle is parked. The receipt shall indicate the expiration of parking time, which shall be the equivalent of the expiration time indicated by the parking meter; or
 2. Pay by Space. The vehicle is parked in a numerically designated parking space which has a multi-space parking meter that does not produce a receipt for display, but which indicates a valid parking time.
 3. Pay by Plate. The license plate number is entered into the pay station on an alphanumeric keyboard that does not produce a receipt for display, but which indicates a valid parking time.
- D. Notwithstanding Section 11.33.030, Sections 11.33.050.A through 11.33.050.C, 11.33.070, and 11.33.080, a vehicle is lawfully parked in a parking meter zone if it displays a card or electronic device that is legible to an

enforcement officer and which has been approved by the City Engineer or community development director/Director of Community Development as an alternative method of parking meter payment. The card or electronic device shall indicate the expiration of parking time in accordance with the posted parking rate and within the maximum time limit specified for that parking meter zone.

- E. Pursuant to the provisions of CVC Section 22508, a local authority may accept but shall not require payment of parking meter fees by a mobile device.

(Ord. XXX)

11.33.060 Parking Meters—Parking regulated.

- A. The public works director/Director of Public Works is instructed to have lines or markings painted or placed upon the curb or upon the street adjacent to each single-space parking meter for the purpose of designating the parking space for which said meter is to be used, and each vehicle parking alongside of or next to any single-space parking meter shall park within the lines or markings so established.
- B. The public works director/Director of Public Works is instructed to have lines or markings painted or placed upon the curb or upon the street in any parking meter zone that is controlled by a multi-space parking meter that does not produce a receipt to be used by the parking user as proof of valid parking as described in Section 11.33.070.
- C. No person shall park any vehicle across any line or marking or park said vehicle in such position that the same shall not be entirely within the area so designated by such lines or markings.
- D. When a parking space in any parking meter zone is parallel to the adjacent curb or sidewalk, any vehicle parked in such parking space shall be parked so that the foremost part of such vehicle shall be alongside of and nearest the single-space parking meter except where the single-space parking meter is mounted to the rear of the parking space, in which case, any vehicle parked in such parking space shall be parked so that the rearmost part of such vehicle shall be alongside of and nearest the single-space parking meter.
- E. When a parking space in any parking meter zone is diagonal to the curb or sidewalk, any vehicle parked in such parking space shall be parked with the foremost part of such vehicle directly at and nearest to such single-space meter except where the single-space parking meter is mounted to the rear of the parking space, in which case, any vehicle parked in such parking space shall be parked so that the rearmost part of such vehicle shall be directly at and nearest to such single-space parking meter.

(Ord. XXX)

11.33.070 Parking Meters—Overtime.

No person shall permit a vehicle to remain parked in any parking meter zone when the meter, receipt, card, or electronic device, as provided in Section 11.33.050, shows the parking time has expired.

(Ord. XXX)

11.33.080 Parking Meters—Extra time prohibited.

- A. No person shall permit a vehicle to remain parked beyond the period of legal parking time established for any parking meter.
- B. No person shall purchase time from any parking meter using any method of payment for the purpose of increasing or extending the parking time of any vehicle beyond the legal parking time which has been established for the parking space or zone adjacent to which said parking meter is placed.
- C. It is unlawful for any person to re-park a vehicle under their control or in their custody within the same block face or parking facility after the expiration of the two-hour time limit. The vehicle may not return to the initial block face or parking facility sooner than two hours following the expiration of the initial time period.

(Ord. XXX)

11.33.090 Parking Meters—Tampering with.

It shall be unlawful for and a violation of the provisions of this Chapter for any unauthorized person to deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meters installed under the provisions of this Chapter.

(Ord. XXX)

11.33.100 Parking Meters—Improper use prohibited.

It shall be unlawful and a violation of the provisions of this Chapter to deposit or cause to be deposited in any parking meter any slug, device or substitute for a lawful coin of the United States.

(Ord. XXX)

11.33.110 Parking Meters—Payment by unauthorized person prohibited.

No person, other than the owner or operator of a vehicle, shall deposit payment in any parking meter without the knowledge or consent of said owner or operator of the vehicle using the parking space regulated by such meter.

(Ord. XXX)

11.33.120 Parking Meters—Limitations on use for certain purposes.

No person other than an authorized employee of the City shall attach anything to a parking meter or parking meter standard. No person shall allow a bicycle, news rack or any other object to lean against a parking meter or a parking meter standard.

(Ord. XXX)

11.33.130 Parking Meters—Collection of deposited coins.

The ~~community development director~~ Director of Community Development -is authorized to designate parking regulations officers , either employed by the city or under contract, to make regular collections of the coins deposited in the parking meters and deliver those coins collected to the city finance department for accounting.

(Ord. XXX)

11.33.140 Parking Meters—Use of funds collected.

All funds collected from parking meters in the city shall be placed in a special fund, which fund shall be devoted exclusively to any or all of the following purposes:

- A. The purchasing, leasing, installing, inspecting, repairing, maintaining, operating, removing, regulating, enforcing, and managing of parking meters in the city and for the payment of any and all expenses relating or incidental thereto;
- B. The proper regulation, control and inspection of parking and traffic upon the public streets;
- C. The painting and marking of streets and curbs required for the direction of traffic and parking of motor vehicles;
- D. The installation and maintenance of traffic control devices and signals;

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- E. Increasing the parking supply through ~~The~~ purchasing, leasing, and acquiring of off-street parking facilities in the city, including inspecting, repairing, maintaining, operating, regulating, enforcing, and managing said facilities;
 - F. To be pledged as security for the payment of principal and interest on off-street parking facility revenue bonds issued by the city or parking authority.
 - G. Managing the existing parking inventory, including such measures as, but not limited to, parking evaluations, reconfiguration of existing on-street parking inventory, employee parking programs, reducing excessive red curb, removal of abandoned driveways and replacement with matching sidewalk, curb, and gutter, and mitigation of any adverse effects resulting from the implementation of such program
 - H. Providing mobility (parking and access) information through wayfinding signage or media (maps, videos, apps or other tools), which communicates the location, availability, cost, and other pertinent information of parking options and provides navigation in and between in the parking meter zone.
 - I. Providing funding for community shuttles or circulator systems with the goals to connect passengers to and from the parking meter zone, to reduce parking demand in the meter zone and to assist in the mobility of those parked around the parking meter zone.
 - J. Enhancing mobility within the parking meter zone and facilitating the use of alternative forms of transportation to reduce parking demand (e.g., community shuttles, public transit, bicycling, and walking) through activities and improvements including, but not limited to, designing and installing: bike and pedestrian amenities (bike parking, corrals, and bike lanes; pedestrian ramps, crossings, pop-outs, sidewalks, countdown indicators, rectangular rapid flashing beacons); signage; and shuttle stops.

(Ord. XXX)

Chapter 11.34 TRUCK IDLING AND PARKING MANEUVERS NEAR A SCHOOL OR RESIDENCE

11.34.010 Findings and purpose.

- A. Air Pollution is a Public Health Concern in California. The San Diego Air Basin is currently designated as nonattainment for the state and federal ozone standard, and the state's particulate matter standards. Air pollution can cause or aggravate illnesses such as acute respiratory infections, asthma, chronic bronchitis, emphysema, and lung cancer. In addition to health impacts, air pollution imposes significant economic costs and negative impacts on our quality of life (nuisance).
- B. The purpose of this chapter is to reduce public exposure to diesel particulate matter and other air contaminants by limiting the idling and practice of parking maneuvers of diesel fueled commercial vehicles. The purpose of this chapter is also to reduce such exposure especially to school-age children.
- C. The air resources board identified diesel exhaust particulate matter as a toxic air contaminant. Particulate matter (PM-10) can collect in lungs where it can increase the number and severity of asthma attacks, cause aggravated bronchitis, and cause other lung diseases. Particulate matter can also exacerbate other illnesses. Ozone is a strong irritant which can restrict airways, resulting in difficulty breathing and forcing respiratory and cardiovascular systems to work harder. Chronic exposure reduces lung capacity, lower stamina, and leaves people vulnerable to long-term respiratory problems. Ozone is especially harmful to children, senior citizens and those suffering from asthma or existing heart and lung disease.
- D. Public agencies can play an important role in improving air quality by limiting the amount of time engines are allowed to idle within their jurisdiction. Public agencies have the responsibility to lead the effort to improve air quality by adopting ordinances that are cost-effective in reducing ozone precursor emissions and toxic air contaminants.

- E. A study of idling exhaust emissions conducted by the U.S. Environmental Protection Agency (EPA420-R-02-025, October 2002) indicates that a typical 1980's—2001 model year truck operating on diesel fuel emits one hundred forty-four grams per hour of nitrogen oxide and eight thousand two hundred twenty-four grams per hour of carbon dioxide emissions and consumes about 0.82 gallons of diesel fuel per hour while idling.
- F. A limitation on engine idling is established by the city of National City to discourage the idling of engines in the city.
- G. The practice of commercial vehicles practicing repeated parking maneuvers near schools and residences contributes to the emission of toxic air contaminates in a manner similar to idling. A limitation on practicing parking maneuvers near schools and residences is established to discourage the emissions of toxic air contaminates.

(Ord. 2292 § 1 (part), 2007)

11.34.020 Definitions.

The following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. "Commercial motor vehicle" means any vehicle or combination of vehicles as defined in ~~Vehicle Code CVC~~ Section 15210(b) and any other motor truck with a gross vehicle weight rating of ten thousand one pounds or more, except for either a zero-emission vehicle or a pickup truck as defined in ~~Vehicle Code CVC~~ Section 471.
- B. "Driver" means any person who drives, operates, or is in actual physical control of a vehicle.
- C. "Emergency" means sudden, urgent, usually unforeseen occurrence.
- D. "Gross vehicle weight rating" means the weight specified by the manufacturer as the maximum loaded weight of a single vehicle.
- E. "Idling" means the engine is running while the vehicle is stationary.
- ~~F. "Official traffic control device" means any sign, signal, marking or device, consistent with Vehicle Code Section 21400, placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic, but does not include islands, curbs, traffic barriers, speed humps, speed bumps or other roadway design features.~~
- ~~G. "Official traffic control signal" means any device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction.~~
- ~~H~~F. "Vehicle" means any on-road, self-propelled vehicle that is required to be registered and have a license plate by the Department of Motor Vehicles.
- ~~I~~G. "Vehicle/equipment owner" means the registered owner, lessee, licensee or bailee of any heavy- or medium-duty vehicle who operates or directs the operation of any such vehicle on either a for hire or not for hire basis.

(Ord. 2292 § 1 (part), 2007)

11.34.030 Applicability.

This chapter applies to all diesel fueled commercial motor vehicles with a gross vehicle weight rating over ten thousand pounds.

(Ord. 2292 § 1 (part), 2007)

11.34.040 Idling.

- A. A driver of a commercial motor vehicle:
 - 1. Shall turn off the engine upon stopping at a destination;
 - 2. Shall not cause or allow an engine to idle at any location for more than five consecutive minutes; and
 - 3. Shall not cause or allow a vehicle to idle at any location within one hundred feet of a school for:
 - a. More than five consecutive minutes, or
 - b. A period or periods aggregating more than five minutes in any one hour.
- B. A private property owner shall not allow a vehicle located on the owner's property to violate the provisions of this chapter. A private property owner shall notify owners and operators of vehicles entering the owner's private property of the requirements of this chapter.

(Ord. 2292 § 1 (part), 2007)

11.34.050 Exemptions.

- A. This chapter does not apply to a vehicle for the period or periods during which:
 - 1. Idling is necessary while stopped:
 - a. For an official traffic control device,
 - b. For an official traffic control signal,
 - c. For traffic conditions over which the driver has no control, including, but not limited to, stopped in a line of traffic, stopped at a railroad crossing, or stopped at a construction zone, or
 - d. At the direction of a peace officer;
 - 2. Idling is necessary to ascertain that the vehicle is in safe operating condition, equipped as required by all provisions of law, and all equipment is in good working order, either as part of the daily vehicle inspection or as otherwise needed, provided that such engine idling is mandatory for such verification;
 - 3. Idling is necessary for testing, servicing, repairing or diagnostic purposes;
 - 4. Idling is necessary for a period not to exceed three to five minutes (as per the recommendation of the manufacturer) to cool down a turbo charged heavy-duty vehicle before turning the engine off;
 - 5. Idling is necessary to accomplish work for which the vehicle/equipment was designed, other than transporting goods, such as operating a lift, crane, pump, drill, hoist, mixer or other auxiliary equipment other than a heater or air conditioner;
 - 6. Idling is necessary to operate a lift or other piece of equipment designed to ensure safe loading and unloading of goods and people;
 - 7. Idling is necessary to operate defrosters, heaters, air conditioners, or other equipment to prevent a safety or health emergency, but not solely for the comfort of the driver or passengers.
 - a. The only exception for driver comfort would be a vehicle driver that is required to have rest time by law. In this case, the driver may only idle at a designated rest area or truck stop and will not idle within one thousand feet of a residential area or school,
 - b. The only specific exception for passenger comfort would be vehicles with a passenger onboard with a disability or health condition that would be critically aggravated if the vehicle were not maintained at an adequate temperature,

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- c. In the event idling is necessary to operate defrosters, heaters, air conditioners, or other equipment to prevent a safety or health emergency, but not solely for the comfort of the driver or passengers, such idling shall not occur within one hundred feet of a residence or a school;
 - 8. Idling is necessary solely to recharge a battery or other energy storage unit of a hybrid electric vehicle/equipment;
 - 9. Idling is necessary to operate equipment that runs intermittently.
- B. Nothing in this chapter allows idling in excess of other applicable laws, including but not limited to:
- 1. Title 13 Code of Regulations Section 2480—Requirements/restriction of idling near a school.
 - 2. Title 13 Code of Regulations Section 2485—Requirement/restriction of idling.
 - 3. ~~Vehicle Code CVC~~ Section 22515—Requirements for leaving a motor vehicle unattended.
 - 4. Any local provision of this code or requirement as stringent as, or more stringent than, this chapter.

(Ord. 2292 § 1 (part), 2007)

11.34.060 Practicing parking maneuvers.

- A. A driver of a commercial motor vehicle shall not practice parallel parking, angled parking, perpendicular parking, or any type of parking, for the purpose of driver instruction, improvement, or education, within one hundred feet of a school.
- B. A driver of a commercial motor vehicle shall not practice parallel parking, angled parking, perpendicular parking, or any type of parking, for the purpose of driver instruction, improvement, or education, within one hundred feet of a residential neighborhood.

(Ord. 2292 § 1 (part), 2007)

11.34.070 Enforcement.

This chapter may be enforced by the local air pollution control or air quality management district, and/or any peace officer as defined in Penal Code Section 830 et seq., and their respective agencies authorized representative(s).

(Ord. 2292 § 1 (part), 2007)

11.34.080 Penalty.

Any violation of this chapter for which a penalty is not provided shall be punished according to Chapter 11.12 of this code.

(Ord. 2292 § 1 (part), 2007)

11.34.090 Severability of provisions.

The city council declares that the invalidity of any section or portion of this chapter shall not affect the validity of any other remaining section or portion; that the council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision is determined by a court to be invalid, it shall be severed, or if it can be judicially interpreted in a way that would harmonize it with the remaining provisions, then it may be applied as interpreted, so as to give full purpose, meaning and effect to the remaining provisions of this chapter.

(Ord. 2292 § 1 (part), 2007)

Chapter 11.36 MISCELLANEOUS DRIVING RULES

11.36.010 Driving through funeral processions.

No driver of a vehicle shall drive between vehicles comprising a funeral procession while they are in motion and when the vehicles in such processions are conspicuously so designated.

(Ord. 827 § 43, 1951)

11.36.020 Clinging to moving vehicles.

Any person riding upon any bicycle, motorcycle, coaster, roller skates or any toy vehicle shall not attach the same or himself to any moving vehicle upon any roadway.

(Ord. 827 § 44, 1951)

11.36.030 Driving on sidewalk.

The driver of a vehicle shall not drive within any sidewalk area or any parkway except at a permanent or temporary driveway.

(Ord. 827 § 45, 1951)

11.36.040 New pavement.

No person shall ride or drive any animal or any vehicle over or across any newly made pavement or freshly painted marking in any street when a barrier or sign is in place warning persons not to drive over or across such pavement or marking, or when a sign is in place stating that the street or any portion thereof is closed.

(Ord. 827 § 46, 1951)

11.36.050 Restricted access.

No person shall drive a vehicle onto or from any limited access roadway except at such entrances and exits as are established by public authority.

(Ord. 827 § 47, 1951)

11.36.060 Freeway use.

No person shall drive or operate any bicycle, or any vehicle which is not drawn by a motor vehicle upon any street established as a freeway, as defined by the ~~Vehicle Code CVC~~, nor shall any pedestrian walk across or along any such street so designated and described except in space set aside for the use of pedestrians, provided official signs are in place giving notice of such restrictions.

(Ord. 827 § 48, 1951)

11.36.070 Traffic control devices—Damaging.

It is unlawful for any person to tear down, damage, mutilate or destroy any sign, sign-board, notice or traffic signal placed or affixed by the city, which sign is intended to direct or regulate traffic within the city.

(Ord. 827 § 49, 1951)

11.36.080 Vehicles on private property.

No person shall stop, stand or park any vehicle in a private driveway or on private property without the direct or implied consent of the owner or person in lawful possession of such driveway or property.

(Ord. 827 § 50, 1951)

11.36.090 Driving in park—Prohibited.

A. Definitions.

1. As used in this section, "motor vehicle" includes automobiles, motorcycles, motor bikes or any device which derives its motive power from internal combustion engines.
2. A "public park" is any land within the corporate limits which has been dedicated and accepted as a public park.
3. As used in this section "public street" means any street, roadway, or highway, or alley, or court dedicated to and accepted as a public street.

B. Driving in Parks Prohibited. It is unlawful to operate a motor vehicle in a public park in the city other than on a public street.

(Ord. 1205 (part), 1968)

11.36.100 Driving in park—Violation—Penalty.

A violation of Sections 11.36.090 through 11.36.120 is a misdemeanor punishable by a fine of five hundred dollars and/or imprisonment for a period not to exceed six months.

(Ord. 1205 (part), 1968)

11.36.110 Driving in park—Damage.

Any person who violates Sections 11.36.090 through 11.36.120 and thereby causes damages to public park property shall be responsible for the cost of repairing said damage.

(Ord. 1205 (part), 1968)

11.36.120 Driving in park—Permitted.

The city council may suspend the application of Sections 11.36.090 through 11.36.120 to any person or persons, for the purpose of conducting special events in public parks.

(Ord. 1205 (part), 1968)

Chapter 11.37 PERMIT PARKING

11.37.010 Findings and purpose.

- A. The purpose of this Chapter is to outline the process, authority and evaluation criteria for establishing permit parking zones along designated public streets or portions thereof within the city that will provide preferential parking privileges to permit holders and their guests.
- B. CVC Section 22507 allows local authorities, by ordinance or resolution, to designate certain streets or portions thereof upon which preferential parking privileges are given to residents or employers adjacent to the designated streets for their use or the use of their guests / employees under which the residents or their

guests / employees may be issued a permit that exempts them from specific parking restrictions or prohibitions as defined in the ordinance or resolution.

C. Preferential permit parking districts and zones support the following initiatives of the city council:

1. Increase parking utilization;
2. Support economic development while mitigating the impacts of spillover parking into surrounding residential neighborhoods;
3. Prohibit long-term parking by non-residents;
4. Provide opportunities for local residents to park near their homes;
5. Promote the safety, health and welfare of all the residents of the city by reducing unnecessary personal motor vehicle travel, noise and pollution, and by promoting improvements in air quality, the convenience and attractiveness of urban residential living, and the increased use of public mass transit facilities available now and in the future. The public welfare will also be served by ensuring a more stable and valuable property tax base in order to generate the revenues necessary to provide essential public services.

D. This Chapter does not apply to resident-initiated requests for establishment of preferential permit parking districts, which is governed by City Council Policy 710, or any area located within the Coastal Zone as defined in Section 18.29.030 of the Code.

11.37.020 Permit Parking Districts—Designated.

The following permit parking districts are hereby designated for the purpose of establishing preferential parking privileges based on the findings and purpose established in Section 11.37.010:

A. Downtown Parking District

1. Defined as all streets and portions of streets owned and maintained by the City of National City within the area bounded by Division Street to the north, 16th Street to the south, Highland Avenue to the east and Interstate 5 to the west.
2. Incorporates all streets and portions of streets owned and maintained by the City of National City within the Downtown Specific Area Plan boundary as adopted by City Council and inclusive of any amendments thereto.

(Ord. XXX)

11.37.030 Permit Parking Zones—Establishment—Authority.

- A. The City Engineer, by ordinance or resolution of the city council, and pursuant to the provisions of CVC Section 22507, may establish preferential permit parking zones to aid in the regulation, control and inspection of the parking of vehicles, increase parking utilization, and/or mitigate the impacts of spillover parking from nearby developments or businesses. Zones shall be established within designated preferential permit parking districts based on parking surveys of streets or portions of streets that demonstrate a parking occupancy rate of 80% or greater during the time of survey.
- B. The City Engineer shall rely on the data collected from the parking surveys and/or planning studies conducted in and around the proposed permit parking zone to recommend appropriate parking restrictions or prohibitions by time of day and day of week to the city council.
- C. Upon authorization by the city council, the City Engineer or ~~public works director~~ Director of Public Works shall cause appropriate signage to be displayed within permit parking zones. Modifications or elimination of permit parking zones shall be established by amendments to ordinance or resolution of the city council.

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- D. The regulation of permit parking zones shall become effective upon the installation of appropriate signage giving notice of parking restrictions or prohibitions, at which point only vehicles displaying a valid parking permit or those vehicles registered to permit holders displaying valid license plates shall be exempt from said parking restrictions or prohibitions.
- E. The ~~city manager~~City Manager or designee has the authority to establish permit parking fees, which may differ between permit parking zones, based on the type and operations of surrounding land uses and/or market driven factors. Permit fees for each zone shall be established by ordinance or resolution of the city council and be included in the city's fee schedule. A copy of the fee schedule shall be filed in the rate book of fees on file in the Office of the City Clerk.
- F. Applications for parking permits may be obtained through the office of the Ceity Eengineer. The number and type of permits issued to residents or employers and their guests / employees may differ between permit parking zones based on data collected from the parking surveys and other factors such as type and operations of surrounding land uses and/or the availability of off-street parking within the zone. Permit requirements for each permit parking zone shall be established by ordinance or resolution of the city council.
- G. When temporary special parking or traffic conditions require different hours or days of parking restrictions, the Ceity Eengineer or ~~public works director~~Director of Public Works may vary the hours and days during which the restrictions in the permit parking zones shall be in effect; and, when authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle contrary to the direction or provisions of such signs.

(Ord. XXX)

11.37.040 Permit Parking—Penalty provisions.

- A. It shall be unlawful and a violation for any person to stand or park a motor vehicle for a period exceeding the posted time limitation or in violation of the parking prohibition established for a permit parking zone pursuant to ordinance or resolution of the city council. Said violation shall be an infraction punishable in accordance with the provisions of this Title.
- B. It shall be unlawful and a violation for a person to falsely represent him/herself as eligible for a parking permit or to furnish false information in an application for a parking permit.
- C. It shall be unlawful and a violation for a person holding a valid parking permit issued by the city to permit the use or display of such permit on a motor vehicle other than that for which the permit is issued. Such conduct shall constitute an unlawful act and violation both by the person holding the valid parking permit and by the person who uses or displays the permit on a motor vehicle other than that for which it is issued.
- D. It shall be unlawful and a violation for a person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit or permits without written authorization from the Ceity Eengineer. It shall further be unlawful and a violation for a person to knowingly use or display a facsimile or counterfeit parking permit in order to evade the parking restrictions or prohibitions established for a permit parking zone.
- E. Any violation of Sections 11.37.040.B through 11.37.040.D shall be deemed a misdemeanor punishable in accordance with the provisions of this Title.

(Ord. XXX)

11.37.050 Revocation of Parking Permit.

The Ceity Eengineer or designee is authorized to revoke the parking permit of any person found to be in violation of this Chapter and, upon written notification thereof, the person shall surrender such permit to the Ceity Eengineer. Failure to surrender a parking permit when so requested shall constitute a violation of law.

(Ord. XXX)

Chapter 11.40 STREET USE RESTRICTIONS

~~11.40.010 Central traffic district—Prohibited vehicles.~~

~~A. Except on state highways, no person shall operate any of the following vehicles in the central traffic district between the hours of seven a.m. and six p.m. of any day:~~

- ~~1. Any freight vehicle more than eight and one-half feet in width, with load, or any freight vehicle so loaded that any part of its load extends more than twenty feet to the front or rear of said vehicle;~~
- ~~2. Any vehicle carrying building material that has not been loaded, or is not to be unloaded, at some point within the central traffic district;~~
- ~~3. Any freight vehicle with a trailer;~~
- ~~4. Any vehicle conveying refuse, rubbish, garbage or dirt;~~
- ~~5. Any vehicle carrying crude or fuel oil.~~

~~B. Provided that the chief of police may by written permit authorize the operation of any such vehicle for the purpose of making necessary emergency deliveries to or from points within the central traffic district.~~

~~(Ord. 827 § 85, 1951)~~

~~11.40.020 Advertising vehicles.~~

~~No person shall operate or drive any vehicle used for advertising purposes or any advertising vehicle equipped with a sound-amplifying or loud-speaking device upon any street or alley at any time within the central traffic district.~~

~~(Ord. 827 § 86, 1951)~~

~~11.40.030 Horse-drawn vehicles.~~

~~No person shall drive any animal-drawn vehicle into or within the central traffic district between the hours of four thirty p.m. and six p.m. of any day.~~

~~(Ord. 827 § 87, 1951)~~

11.40.040 Trains—Blocking streets prohibited.

No person shall operate any train or train of cars, or permit the same to remain standing so as to block the movement of traffic upon any street for a period of time longer than five minutes.

(Ord. 827 § 88, 1951)

11.40.050 Truck routes—Designated.

The City Engineer may designate certain streets as truck routes for the movement of motor vehicles exceeding a maximum gross vehicle weight of six thousand pounds for the purpose of goods movement and to mitigate cut-through truck traffic in residential neighborhoods. Designated truck routes within the city shall be established by resolution of the city council. A map of designated truck routes shall be maintained in the office of the City Engineer and made available to the public upon request.

The following streets are designated as traffic routes for the movement of motor vehicles exceeding a maximum gross weight of six thousand pounds:

- A. Main Street from the north boundary of the city to the easterly line of Roosevelt Avenue;

~~B. Roosevelt Avenue from the southerly line of Main Street to the intersection with West Avenue and thereafter continuing on West Avenue to West Avenue's intersection with National Avenue.~~

~~C. National Avenue from the north line of 18th Street to the southerly boundary line of the city.~~

~~(Ord. 857 § 1, 1954)~~

11.40.060 Truck routes—Use required.

All motor vehicles exceeding a maximum gross weight of six thousand pounds are prohibited from using all other streets within said city, excepting commercial vehicles using any such street by direct route to and from the through routes for the movement of motor vehicles of more than six thousand pounds specified in Section 11.40.050, for the purpose of delivering or loading for transportation goods, wares or merchandise, and also excepting any vehicle which is subject to the provisions of Section 50 1/4 of the Public Utilities Act, and also excepting any vehicle owned by a public utility while necessarily in use in the construction, installation or repair of any public utility.

(Ord. 857 § 2, 1954)

11.40.070 Truck routes—Signs marking.

Appropriate signs indicating the through traffic routes prescribed in Section 11.40.050 shall be erected by order of the ~~City manager~~ Engineer at such points as may be designated by the ~~Chief of Police or City~~ Engineer as being best to serve notice of such routes, and thereafter it shall be the duty of the ~~superintendent of streets public works director~~ Director of Public Works or designee to see that said signs indicating such through traffic routes will best serve notice of Sections 11.40.050 through 11.40.080.

(Ord. 857 § 3, 1954)

11.40.080 Truck routes—Violation—Penalty.

Any person, firm or corporation violating any of the provisions of Sections 11.40.050 through 11.40.070 is guilty of an infraction and upon conviction thereof shall be punishable as prescribed in Section 1.20.010.

(Ord. 1621, 1978; Ord. 1358 § 2 (part), 1973; Ord. 857 § 4, 1954)

11.40.090 Manchester Avenue—Trucks prohibited.

Notwithstanding the provisions of Section 11.40.060, pursuant to the authority given to city by the ~~Vehicle Code of California~~ CVC, the use of Manchester Avenue by any commercial vehicle or by any vehicle exceeding a maximum gross weight of five tons is prohibited. This prohibition shall not apply to any vehicle which is subject to the provisions of Sections 1030 to 1036, inclusive, of the Public Utilities Code of California.

(Ord. 1027 § 1, 1962; Ord. 857 § 8a, 1954)

11.40.100 Van Ness and Granger Avenues—Trucks prohibited.

- A. Notwithstanding the provisions of Section 11.40.060, pursuant to the authority given to the city by Section 33701 of the Vehicle Code of California, the use of Van Ness Avenue from the southerly line of 20th Street to the northerly line of Leonard Street and of Granger Avenue from the southerly line of 24th Street to the northerly line of Leonard Street by any vehicle exceeding a maximum gross weight of five tons is hereby prohibited. This prohibition shall not apply to any vehicle which is subject to the provisions of Sections 1030 to 1036, inclusive, of the Public Utilities Code of California.
- B. This section shall not be effective until appropriate signs are erected on Van Ness and Granger Avenue indicating that its use by the vehicles described in paragraph (a) is prohibited.

(Ord. 1875, 1986: Ord. 857, 1954)

11.40.110 Transportation permit required.

No person shall move or cause to be moved over or across any public right-of-way under the jurisdiction of the city, any oversized vehicle or load, which exceeds the height, width, length, size or weight of vehicle or load limitation provided for in Division 15 of the ~~Vehicle Code of the state of California~~CVC, without first obtaining a transportation permit from the office of the ~~City~~ Engineer, which will be subject to the following regulations:

- A. A transportation permit may be designated by the ~~City~~ Engineer as either a single-move transportation permit for the movement of an oversized vehicle or load over a designated route, and for a move on a specified date or dates, or an annual or repetitive transportation permit issued for the period specified on the permit. Repetitive load transportation permit may be issued on the type of vehicle carrying the load in the case of nonself-propelled vehicles, and on the specific vehicle in the case of the nonself-propelled vehicles, and on the specific vehicle in the case of the self-propelled vehicles. Repetitive load permits shall authorize the movement of the vehicles, or loads specified on the permit; provided however, that the vehicle or load shall not exceed a width of thirteen feet, a height of sixteen feet, or a length of one hundred feet. If the load proposed under the repetitive load transportation permit exceeds the weight limits as prescribed in Division 15 of the ~~Vehicle Code of the state of California~~aCVC by more than twenty-five percent, said move shall be subject to such route restrictions as are designated by the city engineer.
- B. The ~~City~~ Engineer shall use a standard transportation permit form established by the department of transportation.
- C. The applicant for a transportation permit shall be a person licensed as a specialty contractor by the state to engage in the business of moving oversized vehicles or loads.
- D. Application for a transportation permit shall be made to the office of the city engineer a minimum of twenty-four hours prior to the time proposed for the move.
- E. The transportation permit application shall include a sketch showing the approved route for the particular vehicle or load being moved, and no other route shall be utilized.
- F. At the time of making ~~an~~ application for a permit pursuant to this chapter, the applicant shall attach or have on file with the ~~e~~City a ~~C~~ertificate of ~~Liability~~ Insurance showing comprehensive, general liability insurance with a minimum of ~~two~~ million dollars per ~~single~~ occurrence ~~and four million dollars in aggregate or one million dollars per occurrence and two million dollars in aggregate with a two million dollar umbrella or excess coverage~~, covering all bodily injury and property damage arising out of its operation under this agreement, and vehicle insurance covering all bodily injury and property liability incurred during the moving period, with a minimum coverage of one million dollars per accident; such vehicle insurance shall include ~~“any” auto or “owned, non-owned-auto and hired autos.”~~ General aggregate limits must apply solely to the project or location and must be identified with specificity on a separate endorsement.

If any insurance coverage required is provided on a "claims made" rather than "occurrence" form, such insurance coverage shall be maintained for three years after expiration of the term of this permit.

The ~~certificate~~Certificate of ~~Liability~~ Insurance ~~must include a separate endorsement adding shall show the e~~City of National City, its elected officials, officers, agents and employees" as an additional insured under the policy of the insurance in effect ~~for both the Commercial General Liability and Automobile coverage~~. The ~~C~~ertificate of ~~Liability~~ Insurance shall further indicate the ~~e~~City will be entitled to at least ten days' written notice of cancellation of the policy of insurance. Blanket endorsements such as "by written contract" or "by agreement" are acceptable.

[The Certificate Holder must be listed as City of National City, C/O Risk Manager, 1243 National City Boulevard, National City, California, 91950-4301.](#)

- G. Governmental agencies, including the state and its political subdivisions, will not be required to provide the insurance required by this section, but shall be required to indemnify and hold the city harmless from any loss arising out of injury to persons, or damage to property, resulting directly or indirectly from the operation permitted by the transportation permit, including the defense of any action arising therefrom, at no cost to the city.
- H. The applicant shall submit at the time of the application or have on file with the city a copy of ~~their~~^{his} policy of ~~W~~^Cworkers' ~~C~~^eompensation ~~and Employers Liability~~ insurance, ~~which meets the California statutory limits, plus Employers' Liability coverage of one million, which~~ shall be in force during the moving period. ~~A Waiver of Subrogation in favor of the City of National City is required. If there are no employees subject to Worker's Compensation law, a signed Declaration is required.~~
- I. The applicant shall submit at the time of application, a copy of his city business license and/or valid business license number.
- J. The applicant shall comply at all times with the ~~California Vehicle Code~~^{CVC}.
- K. All moving operations under a transportation permit shall be in conformance with all general and special conditions set forth by the ~~City~~^Engineer on said permit.
- L. The permittee shall have the responsibility to ascertain the adequacy of the route requested for the move. When an over-height load is authorized (over thirteen feet, six inches), the permittee shall check all underpasses, bridges, overhead wires, and other limiting structures or facilities for adequate clearance. The permittee shall notify the owners of all overhead lines or structures subject to disturbances or damage by his move and shall make arrangements for the temporary removal or relocation of the conflicting facility if required. The permittee shall bear all costs for such relocation where the facility is located in accordance with state and local regulations.
- M. For any move involving a load or vehicle whose vertical height is eighteen feet or over, or whose width is thirty feet or more, the permittee shall submit to the agencies whose facilities will be affected by such move the proposed route for approval at least seventy-two hours in advance of the move. No permit shall be issued until clearances have been received from the power company and telephone company. Applicant shall be responsible for obtaining such clearance.
- N. Transportation permits shall be carried on the vehicle whose movement is authorized by such permit, and shall be available for inspection by any police officer, or any authorized agent of the city. Transportation permits issued pursuant hereto shall be nontransferable.
- O. The ~~City~~^Engineer shall not issue a transportation permit if any one of the following conditions exists:
 - 1. If the overweight per axle exceeds the limits provided in Division 15 of the ~~Vehicle Code of the state of California~~^{CVC} by fifty percent;
 - 2. If the move is determined by the ~~City~~^Engineer to be prohibitive from the standpoint of public safety or contrary to the public interest;
 - 3. If the applicant has repeatedly violated conditions of previously issued permits, or the applicant has unsettled claims against him for damages resulting from past moves;
 - 4. If the applicant has failed to obtain a permit on the next regularly scheduled working day following interim approval for an emergency move.
- P. Permit fees required subject to the following regulations:
 - 1. The fee for a transportation permit within/or through the city shall ~~be fifteen dollars for a single move and seventy dollars~~^{reflect the fee schedule} for an annual or repetitive permit. The fee shall

not exceed the fee schedule developed by the department of transportation. Special services necessitated by unusually large or heavy loads requiring engineering investigations, escorts, tree trimming, or other services shall be billed separately for each permit.

2. Permit fees required in this chapter shall be collected by the finance department in an amount as designated.
3. Governmental agencies, including the state and any of its political subdivisions, shall make application for permits under the provisions of this chapter, and shall be issued a no-fee permit in accordance with the provisions herein. A contractor working for a governmental agency shall not be considered to be acting on behalf of that governmental agency and shall not be exempt from the payment of fees.
4. An extension of the effective date or an amendment to a single-move permit may be made without payment of additional fees if approved by the City Engineer, provided that the request for such extension or amendment is received before the expiration of the permit.
- Q. Permittee shall provide "wide load" signs as necessary to be visible from both the front and rear of all loads in excess of ten feet in width. Signs shall be at least three feet by five feet in dimension; shall have a yellow background with black lettering; shall spell out "WIDE LOAD" in bold letters; and shall have an amber flasher mounted on each of the upper corners of the sign.
- R. In case of damage to any street or other public improvement by reason of the moving of any vehicle or load covered by the transportation permit, the city shall cause such work to be done as may be necessary to restore the public street improvement to an equal condition as it was prior to such damage, and shall charge the cost thereof to the permit-tee. Such damages as occur may be recovered from the insurance required under subsection E-F of this section.
- S. Movement of oversize loads and/or vehicles shall be prohibited during the hours of darkness (one-half hour after sunset to one-half hour before sunrise), and between the hours of seven a.m. and nine a.m., and three p.m. and six p.m., unless otherwise approved by the city engineer.
- T. For moves which, because of their emergency nature, require approval during periods other than the regularly scheduled working hours of the city engineer or chief of police, authorized representatives thereof may grant approval for such moves on the condition that a permit will be acquired during the next regularly scheduled working day. Failure to acquire such permits may result in disqualification for obtaining future permits.

(Ord. 1998 § 2, 1990: Ord. 1940 § 2, 1988)

Chapter 11.42 SPECTATORS PROHIBITED AT ILLEGAL SPEED CONTESTS OR EXHIBITIONS OF SPEED

11.42.010 Purpose.

- A. The city council for the city finds and declares that pursuant to ~~California Vehicle Code~~CVC Ssection 23109, motor vehicle speed contests and exhibitions of speed conducted on public streets and highways are illegal. Motor vehicle speed contests and exhibitions of speed are more commonly known as street races or drag races.
- B. Such street racing threatens the health and safety of the public, interferes with pedestrian and vehicular traffic, creates a public nuisance, and interferes with the right of private business owners to enjoy the use of their property within the city. When illegal street races occur on various streets within the city, racers and spectators gather on these streets late at night and in the early morning hours, blocking the streets and sidewalks to traffic, forming a racetrack area, placing bets, and otherwise encouraging, aiding, and abetting the racing process.

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- C. Illegal street racers can accelerate to high speeds without regard to oncoming traffic, pedestrians, or vehicles parked or moving nearby. The racers can drive quickly from street to street, race for several hours, and then move to other locations upon the arrival of the police. Participants in this illegal activity use cell phones, police scanners, and other electronic devices to communicate with each other to avoid arrest. Participants also use the Internet to provide information on where to race, and give advice on how to avoid detection and prosecution.
 - D. In many cases, illegal street races can attract hundreds of spectators. The mere presence of spectators at these events fuels the illegal street racing and creates an environment in which these illegal activities can flourish.
 - E. This chapter is adopted to prohibit spectators at illegal street races with the aim of significantly curbing this criminal activity. The division targets a very clear, limited population and gives proper notice to citizens as to what activities are lawful and what activities are unlawful. In discouraging spectators, the act of organizing and participating in illegal street races will be discouraged.
 - F. This chapter makes evidence of specified prior acts admissible to show the propensity of the defendant to be present at or attend illegal street races, if the prior act or acts occurred within three years of the presently charged offense.

(Ord. 2214 § 1 (part), 2002)

11.42.020 Definitions.

- A. "Illegal motor vehicle speed contest" or "illegal exhibition of speed" means any speed contest or exhibition of speed referred to in [CVCalifornia Vehicle Code](#) [§sections 23109\(a\)](#) and [23109\(c\)](#).
- B. "Preparations for the illegal motor vehicle speed contest or exhibition of speed" include, but are not limited to, situations in which: (1) a group of motor vehicles or individuals has arrived at a location for the purpose of participating in or being spectators at the event; (2) a group of individuals has lined one or both sides of a public street or highway for the purpose of participating in or being a spectator at the event; (3) a group of individuals has gathered on private property open to the general public without the consent of the owner, operator, or agent thereof for the purpose of participating in or being a spectator at the event; (4) one or more individuals has impeded the free public use of a public street or highway by actions, words, or physical barriers for the purpose of conducting the event; (5) two or more vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed; (6) one or more drivers is revving the vehicle's engine or spinning its tires in preparation for the event; or (7) an individual is stationed at or near one or more motor vehicles serving as a race starter.
- C. "Spectator" means any individual who is present at an illegal motor vehicle speed contest or exhibition of speed, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. Spectator includes any individual at the location of the event without regard to whether the individual arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means.

(Ord. 2214 § 1 (part), 2002)

11.42.030 Spectator at illegal speed contests or exhibitions of speed—Violation.

- A. Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at an illegal motor vehicle speed contest or exhibition of speed is guilty of a misdemeanor subject to a maximum of ninety days in jail and a fine of five hundred dollars.
- B. Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, where

preparations are being made for an illegal motor vehicle speed contest or exhibition of speed is guilty of a misdemeanor and subject to a maximum of ninety days in jail and a fine of five hundred dollars.

- C. An individual is present at the illegal motor vehicle speed contest or exhibition of speed if that individual is within two hundred feet of the location of the event, or within two hundred feet of the location where preparations are being made for the event.
- D. Exemption: Nothing in this section shall prohibit or make illegal law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or exhibitions of speed in the course of their official duties.

(Ord. 2214 § 1 (part), 2002)

11.42.040 Relevant circumstances to prove a violation.

Notwithstanding any other provision of law, to prove a violation of Section 11.42.030, admissible evidence may include, but is not limited to, any of the following:

- A. The time of day;
- B. The nature and description of the scene;
- C. The number of people at the scene;
- D. The location of the individual charged in relation to any individual or group present at the scene;
- E. The number and description of motor vehicles at the scene;
- F. That the individual charged drove or was transported to the scene;
- G. That the individual charged has previously participated in an illegal motor vehicle speed contest or exhibition of speed;
- H. That the individual charged has previously aided and abetted an illegal motor vehicle speed contest or exhibition of speed;
- I. That the individual charged has previously attended an illegal motor vehicle speed contest or exhibition of speed; or
- J. That the individual charged previously was present at a location where preparations were being made for an illegal speed contest or exhibition of speed or where an exhibition of speed or illegal motor vehicle speed contest was in progress.

(Ord. 2214 § 1 (part), 2002)

11.42.050 Admissibility of prior acts.

The list of circumstances set forth in Section 11.42.040 is not exclusive. Evidence of prior acts may be admissible to show the propensity of the defendant to be present at or attend an illegal motor vehicle speed contest or exhibition of speed, if the prior act or acts occurred within three years of the presently charged offense. These prior acts may always be admissible to show knowledge on the part of the defendant that a speed contest or exhibition of speed was taking place at the time of the presently charged offense. Evidence of prior acts shall not be limited to those that occurred within the city, and may include evidence of such acts from other jurisdictions within the county of San Diego.

(Ord. 2214 § 1 (part), 2002)

11.42.060 Enforcement.

Enforcement of this chapter shall be under the jurisdiction of the chief of police.

(Ord. 2214 § 1 (part), 2002)

Chapter 11.44 PEDESTRIANS

11.44.010 Crosswalks—Established.

A. "Crosswalk" is defined by Section 275 of the CVC as follows:

1. That portion of a roadway included within the prolongation or connection of the boundary lines of sidewalks at intersections where the intersecting roadways meet at approximately right angles, except the prolongation of such lines from an alley across a street.
2. Any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.

B. The City traffic Engineer shall make determinations as to whether or not to establish a marked crosswalk and the level of protection and/or traffic control needed based on traffic engineering guidelines, data collection and site evaluation of prevailing conditions.

~~The city traffic engineer shall establish, designate and maintain crosswalks at intersections and other places by appropriate devices, marks or lines upon the surface of the roadway as follows:~~

- A. ~~Crosswalks shall be established and maintained at all intersections within the central traffic district and at such intersections outside such district, and at other places within or outside said district where the city traffic engineer determines that there is particular hazard to pedestrians crossing the roadway subject to the limitation contained in subsection B of this section.~~
- B. ~~Other than crosswalks at intersections no crosswalk shall be established in any block which is less than four hundred feet in length. Elsewhere not more than one additional crosswalk shall be established in any one block and such crosswalk shall be located as nearly as practicable at midblock.~~

(Ord. 827 § 51, 1951)

11.44.020 Crosswalks—Use required.

No pedestrian shall cross a roadway other than by a crosswalk, either marked or unmarked, in the central traffic district or in any business district, or on any through street under the jurisdiction of the City of National City, when the required signs are erected giving notice thereof.

(Ord. 827 § 52, 1951)

11.44.030 Crossing at right angles.

No pedestrian shall cross a roadway at any place other than by a route at right angles to the curb or by the shortest route to the opposite curb except in a marked crosswalk.

(Ord. 827 § 53, 1951)

11.44.040 Standing in roadways.

No person shall stand in any roadway other than in a safety zone or in a crosswalk if such action interferes with the lawful movement of traffic. This section shall not apply to any public officer or employee or employee of a public utility when necessarily upon a street in the line of duty.

(Ord. 827 § 54, 1951)

11.44.050 Stopping, standing, sitting or lying down on public sidewalks.

- A. No person shall stop or stand on a public sidewalk in any commercial zone between the hours of seven a.m. and ten p.m. except as near as reasonably possible to an adjacent building or curb line.
- B. No person shall sit or lie down upon a public sidewalk, or upon a blanket, chair, stool or any other object placed upon a public sidewalk, between the hours of seven a.m. and ten p.m. in any commercial zone.
- C. The prohibitions in subsections A and B of this section shall not apply to any person:
 - 1. Stopping, standing, sitting or lying down on a public sidewalk due to a medical emergency;
 - 2. Who, as the result of disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;
 - 3. Operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to a temporary use permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a temporary use or other applicable permit;
 - 4. Stopping or standing near, or sitting on a chair or bench located on the public sidewalk which is supplied by a public agency or by the abutting private property owner;
 - 5. Stopping or standing near, or sitting on a public sidewalk within a bus stop while waiting for public or private transportation.
- D. No person shall be cited under this section unless the person engages in conduct prohibited by this section after having been notified by a police officer that the conduct violates this section.

(Ord. 2106 § 1, 1996: Ord. 827 § 55, 1951)

Chapter 11.48 PUBLIC NUISANCE VEHICLES

11.48.010 Findings.

In addition to and in accordance with the determination made and the authority granted by the state under Section 22660 of the ~~Vehicle Code-CVC~~ to remove abandoned, wrecked, dismantled or inoperative vehicles or parts thereof as public nuisances, the city council makes the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property not including highways is found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled or inoperative vehicle or parts thereof, on private or public property not including highways, except as expressly hereinafter permitted, is a public nuisance which may be abated as such in accordance with the provisions of this chapter.

(Ord. 1433 § 1 (part), 1974)

11.48.020 Definitions.

As used in this chapter:

- A. "Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.
- B. "Owner of the land" means the owner of the land on which the vehicle, or parts thereof, is located, as shown on the last equalized assessment roll.

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- C. "Owner of the vehicle" means the last registered owner and legal owner of record.
 - D. "Public property" does not include "highway."
 - E. "Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

(Ord. 1433 § 1 (part), 1974)

11.48.030 Exclusions.

This chapter shall not apply to:

- A. A vehicle, or parts thereof, which is completely enclosed within a building or behind a solid fence in a lawful manner where it is not visible from the street or other public or private property; or
- B. A vehicle, or parts thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, a junk dealer, or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined under provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the ~~Vehicle Code~~ CVC and this chapter.

(Ord. 1433 § 2, 1974)

11.48.040 Regulations not exclusive.

This chapter is not the exclusive regulation of abandoned, wrecked, dismantled or inoperative vehicles within the city. It shall supplement and be in addition to the other regulatory codes, statutes and ordinances heretofore or hereafter enacted by the city, the state or any other legal entity or agency having jurisdiction.

(Ord. 1433 § 3, 1974)

11.48.050 Administration and enforcement.

Except as otherwise provided herein, the provisions of this chapter shall be administered and enforced by the ~~city manager community development director~~ Director of Community Development. In the enforcement of this chapter such officer and his deputies may enter upon private or public property to examine a vehicle or parts thereof or obtain information as to the identity of a vehicle and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this chapter.

(Ord. 1433 § 4, 1974)

11.48.060 Removal contractor—Property entry right.

When the city council has contracted with or granted a franchise to any person or persons, such persons shall be authorized to enter upon private property or public property to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this chapter.

(Ord. 1433 § 5, 1974)

11.48.070 Administrative costs determination.

The city council shall from time to time determine and fix an amount to be assessed as administrative costs (excluding the actual cost of removal of any vehicle or parts thereof) under this chapter.

(Ord. 1433 § 6, 1974)

11.48.080 Abatement—Authorization.

Upon discovering the existence of an abandoned, wrecked, dismantled or inoperative vehicle, or parts thereof, on private property or public property within the city, the city manager shall have the authority to cause the abatement and removal thereof in accordance with the procedure prescribed in this chapter.

(Ord. 1433 § 7, 1974)

11.48.090 Abatement—Notices.

A ten-day notice of intention to abate and remove the vehicle, or parts thereof, as a public nuisance shall be mailed by registered or certified mail to the owner of the land and to the owner of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership. The notices of intention shall be in substantially the following forms:

"NOTICE OF INTENTION TO ABATE AND REMOVE AN ABANDONED, WRECKED, DISMANTLED, OR INOPERATIVE VEHICLE OR PARTS THEREOF AS A PUBLIC NUISANCE

(Name and address of owner of the land)

As owner shown on the last equalized assessment roll of the land located at (address), you are hereby notified that the undersigned pursuant to (section of ordinance or municipal code) has determined that there exists upon said land an (or parts of an) abandoned, wrecked, dismantled or inoperative vehicle registered to _____, license number _____, which constitutes a public nuisance pursuant to the provisions of (ordinance or municipal code chapter number).

You are hereby notified to abate said nuisance by the removal of said vehicle (or said parts of a vehicle) within 10 days from the date of mailing of this notice, and upon your failure to do so the same will be abated and removed by the City of National City and the costs thereof, together with administrative costs, assessed to you as owner of the land on which said vehicle (or said parts of a vehicle) is located.

As owner of the land on which said vehicle (or said parts of a vehicle) is located, you are hereby notified that you may, within 10 days after the mailing of this notice of intention, request a public hearing and if such a request is not received by the City Clerk within such 10-day period, the ~~City Manager~~ Community Development Director shall have the authority to abate and remove said vehicle (or said parts of a vehicle) as a public nuisance and assess the costs as aforesaid without a public hearing. You may submit a sworn written statement within such 10-day period denying responsibility for the presence of said vehicle (or said parts of a vehicle) on said land, with your reasons for denial, and such statement shall be construed as a request for hearing at which your presence is not required. You may appear in person at any hearing requested by you or the owner of the vehicle, or, in lieu thereof, may present a sworn written statement as aforesaid in time for consideration at such hearing.

Notice Mailed

/ _____
(date)

(City Manager
Community Development Director
Director of Community Development)"

"NOTICE OF INTENTION TO ABATE AND REMOVE AN ABANDONED, WRECKED, DISMANTLED OR INOPERATIVE VEHICLE OR PARTS THEREOF AS A PUBLIC NUISANCE

(Name and address of last registered and/or legal owner of record of vehicle—notice should be given to both if different)

As last registered (and/or legal) owner of record of (description of vehicle - make, model, license, etc.), you are hereby notified that the undersigned pursuant to (section of ordinance or municipal code) has determined that said vehicle (or parts of a vehicle) exists as an abandoned, wrecked, dismantled or inoperative vehicle at (describe location on public or private property) and constitutes a public nuisance pursuant to the provisions of (ordinance or municipal code chapter number).

You are hereby notified to abate said nuisance by the removal of said vehicle (or said parts of a vehicle) within 10 days from the date of mailing of this notice.

As registered (and/or legal) owner of record of said vehicle (or said parts of a vehicle), you are hereby notified that you may, within 10 days after the mailing of this notice of intention, request a public hearing and if such a request is not received by the (hearing body or officer) within such 10-day period, the City Manager-Community Development Director shall have the authority to abate and remove said vehicle (or said parts of a vehicle) without a hearing.

Notice Mailed _____ s _____
/ _____
(date) (City Manager-Community Development Director)"

(Ord. 1958, 1988; Ord. 1433 § 8, 1974)

11.48.100 Abatement—Hearing—Requests.

Upon request by the owner of the vehicle or owner of the land received by the city managerCity Manager within ten days after the mailing of the notices of intention to abate and remove, a public hearing shall be held by the city council on the question of abatement and removal of the vehicle or parts thereof as an abandoned, wrecked, dismantled or inoperative vehicle, and the assessment of the administrative costs and the cost of removal of the vehicle or parts thereof against the property on which it is located.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land within such ten-day period, the statement shall be construed as a request for a hearing which does not require his presence. Notice of the hearing shall be mailed, by registered mail, at least ten days before the hearing to the owner of the land and to the owner of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership. If such a request for hearing is not received within ten days after mailing of the notice of intention to abate and remove, the city shall have the authority to abate and remove the vehicle or parts thereof as a public nuisance without holding a public hearing.

(Ord. 1433 § 9, 1974)

11.48.110 Abatement—Hearing—Procedures.

All hearings under this chapter shall be held before the city council which shall hear all facts and testimony it deems pertinent. The facts and testimony may include testimony on the condition of the vehicle or parts thereof and the circumstances concerning its location on the private property or public property. The city council shall not be limited by the technical rules of evidence. The owner of the land may appear in person at the hearing, or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his reasons for such denial.

The city council may impose such conditions and take such other action as it deems appropriate under the circumstances to carry out the purpose of this chapter. It may delay the time for removal of the vehicle or parts thereof if, in its opinion, the circumstances justify it. At the conclusion of the public hearing, the city council may find that a vehicle or parts thereof has been abandoned, wrecked, dismantled or is inoperative on private or public

property and order the same removed from the property as a public nuisance and disposed of as hereinafter provided and determine the administrative costs and the cost of removal to be charged against the owner of the land. The order requiring removal shall include a description of the vehicle or parts thereof and the correct identification number and license number of the vehicle, if available at the site.

If it is determined at the hearing that the vehicle was placed on the land without the consent of the owner of the land and that he has not subsequently acquiesced in its presence, the city council shall not assess the costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such owner of the land.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land but does not appear, or if an interested party makes a written presentation to the city council but does not appear, he shall be notified in writing of the decision.

(Ord. 1433 § 10, 1974)

11.48.120 Vehicle disposal.

Five days after adoption of the order declaring the vehicle or parts thereof to be a public nuisance, five days from the date of mailing of notice of the decision if such notice is required by Section 11.48.110, or fifteen days after such action of the governing body authorizing removal following appeal, the vehicle or parts thereof may be disposed of by removal to a scrapyard or automobile dismantler's yard. After a vehicle has been removed it shall not thereafter be reconstructed or made operable, unless it is a vehicle which qualifies for either horseless carriage license plates or historical vehicle license plates, pursuant to Section 5004 of the [California Vehicle Code CVC](#), in which case the vehicle may be reconstructed or made operable.

(Ord. 1886, 1986; Ord. 1433 § 11, 1974)

11.48.130 Notice to Department of Motor Vehicles.

Within five days after the date of removal of the vehicle or parts thereof, notice shall be given to the Department of Motor Vehicles identifying the vehicle or parts thereof removed. At the same time there shall be transmitted to the Department of Motor Vehicles any evidence of registration available, including registration certificates, certificates of title and license plates.

(Ord. 1433 § 12, 1974)

11.48.140 Removal costs assessment.

If the administrative costs and the cost of removal which are charged against the owner of a parcel of land pursuant to Section 11.48.110 are not paid within thirty days of the date of the order or the final disposition of an appeal therefrom, such costs shall be assessed against the parcel of land pursuant to Section 38773.5 of the Government Code and shall be transmitted to the tax collector for collection. The assessment shall have the same priority as other city taxes.

(Ord. 1433 § 13, 1974)

Chapter 11.52 BICYCLES¹

¹Editor's note(s)—Ord. No. 2021-2493, § 2, adopted Nov. 16, 2021, repealed the former Ch. 11.52, §§ 11.52.010—11.52.110, and enacted a new Ch. 11.52 as set out herein. The former Ch. 11.52 pertained to similar subject matter and derived from Ord. 1297(part), adopted 1972; Ord. 1298(part), adopted 1972; Ord. 1358 § 2(part), adopted 1973; Ord. 1374 § 1, adopted 1973; Ord. 1457 §§ 1—3, adopted 1975; and Ord. 1621, adopted 1978.

11.52.010 Bicycle defined.

- A. A "bicycle" is any device upon which a person may ride, which is propelled by human power through the assistance of belts, chains or gears and which has wheels at least twenty inches in diameter and a frame size of at least fourteen inches.
- B. An "electric bicycle" has the same meaning as in CVC section 312.5:
1. Class 1 eBike – a low-speed pedal-assisted electric bicycle, is equipped with a motor that provides assistance only when the rider is pedaling and that stops providing assistance when the bicycle reaches 20 mph. These e-bikes are legal on any paved surface that a regular bike is allowed to operate.
 2. Class 2 eBike – a low-speed throttle-assisted electric bicycle, is equipped with a motors that can exclusively propel the bicycle, but that cannot provide assistance when the bike reaches 20 mph. These e-bikes are legal on any paved surface that a regular bike is allowed to operate.
 - 1-3. Class 3 eBike – a speed pedal-assisted electric bicycle, is equipped with a motor that provides assistance only when the rider is pedaling and stops providing assistance when the bicycle reaches 28 mph. Operators of Class 3 e-bikes must be 16 or older and wear a helmet. Class 3 e-bikes are prohibited from Class I multi-use bike paths unless specifically authorized by a local ordinance.

(Ord. No. 2021-2493, § 2, 11-16-2021)

11.53.020 Traffic regulations.

- A. It is unlawful for any person to ride a bicycle upon a sidewalk within any business or residence district of the city, with the exception herein stated.
- B. The council may, by resolution duly adopted, authorize the riding of bicycles on the sidewalks of such residential districts or area with such limitations as to hours and specific purposes as they may deem proper.
- C. It is an infraction for any person to violate any of the terms or provisions of this chapter or to use a bicycle in and upon any street, alley, park or other public place in this city, or upon any path or lane set aside for the exclusive use of bicycles within this city, without complying in all respects with the terms and provisions of this chapter.
- D. It is an infraction for any parent or guardian of any child or of anyone who has the custody or control of any child in this city to knowingly permit such child to use a bicycle in this city in violation of the terms and provisions of this chapter.

(Ord. No. 2021-2493, § 2, 11-16-2021)

11.52.030 Violation—Penalties.

- A. Every person convicted of a violation of any provisions of this chapter is guilty of an infraction and is punishable as prescribed in Chapter 1.20 or by impounding the bicycle of the person convicted for a period not to exceed thirty days, or by any or all said penalties or any combination thereof.
- B. The Chief of Police shall also have authority, in the event that any juvenile or person under the age of twenty-one years is found violating any provision of this chapter to take and impound the bicycle of such juvenile or minor so found violating such chapter, and to hold the same for a period not to exceed thirty days, during which said time the chief of police shall notify the parents or guardian or other person having the custody and control of said juvenile or minor of such offense.

(Ord. No. 2021-2493, § 2, 11-16-2021)

Chapter 11.56 TOW TRUCK REGULATIONS

11.56.010 Tow truck defined.

A "tow car" or "tow truck" is a motor vehicle which has been altered or designed and equipped for, and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line or dolly or is otherwise exclusively used to render assistance to other vehicles.

(Ord. 1168 (part), 1967)

11.56.020 Chapter purpose.

It is the intent of this chapter to prescribe the basic regulations for the operation of tow cars, or tow trucks in police emergency situations in the removal of and towing away of motor vehicles which are illegally parked, apparently abandoned or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure. It is the purpose of the council in enacting the ordinance codified in this chapter to provide a fair and impartial means of selecting private operators to engage in said business in the interest of the public as well as in the interest of efficient policing operations for the removal from the public streets of said vehicles.

(Ord. 1168 (part), 1967)

11.56.030 Regulations.

The city council shall, from time to time, by resolution, adopt policies for the selection and designation of tow car or tow truck services which shall be permitted to engage in emergency police towing upon notification of the need for such services by the police department. Any and all tow car or tow truck operators not so selected and designated pursuant to the policy of the city council are hereby prohibited from removing from the public streets and towing away any vehicles involved in the situations as set forth in Section 11.56.020 provided, however, that the owner of the vehicle so involved may designate any towing service to be used for the removal and towing away of such vehicle. The police department shall strictly adhere to the policies adopted by the city council and any administrative regulations instituted to efficiently carry out said policies. However, in the event that a towing service is contacted by the police department to perform said services, and performs said services in a manner not in accordance with the policies as established, the police department is held harmless from any and all liability or damages arising therefrom and shall not be accountable for, nor investigate, complaints of negligence and deviations from the policies unless said deviations are shown to be of a repeated and frequently recurring nature, and any complaints received from the tow car or tow truck services selected and designated to carry out such police towing operations and any complaints received concerning the quality and standards of service performed by said operators shall be deemed sufficient cause for cancellation and termination of any contract or operating agreement entered into for the performance of such service.

(Ord. 1168 (part), 1967)

Chapter 11.60 INTERSTATE TRUCKS

11.60.010 Definitions—Generally.

For the purpose of carrying out the provisions of this chapter, the words, phrases and terms included herein shall be deemed to have the meanings set out in Sections 11.60.020 through 11.60.070.

(Ord. 1926 (part), 1987)

11.60.020 Terminal defined.

"Terminal" means any facility at which freight is consolidated to be shipped or where full load consignments may be loaded and off-loaded or at which the interstate trucks are regularly maintained, stored or manufactured.

(Ord. 1926 (part), 1987)

11.60.030 Interstate truck defined.

"Interstate truck" means a truck tractor and semitrailer or trailer or truck tractor, semitrailer with unlimited length as regulated by the [California Vehicle CodeCVC](#).

(Ord. 1926 (part), 1987)

11.60.040 Interstate truck service area defined.

"Interstate truck service area" means an area within one-half of a lane mile of an interstate highway which provides lodging, food, fuel or servicing to interstate trucks.

(Ord. 1926 (part), 1987)

11.60.050 CALTRANS defined.

"CALTRANS" means the State of California Department of Transportation or its successor agency.

(Ord. 1926 (part), 1987)

11.60.060 Trailblazer signs defined.

"Trailblazer signs" means an approved traffic sign used to identify the city's terminal access routes.

(Ord. 1926 (part), 1987)

11.60.070 Decision point defined.

"Decision point" means any point on the city's terminal access routes where installation of a trailblazer sign is necessary to identify the routes.

(Ord. 1926 (part), 1987)

11.60.080 Purpose—Interstate trucking regulated.

The purpose of this section is to establish procedures for terminal designation and truck route designation to terminals for interstate trucks operating on the federally designated highway system and to promote the general health, safety and welfare of the public. It shall be unlawful for any person to operate an interstate truck upon any street within the city outside of an interstate truck service area that has not been designated and marked in accordance with this chapter, unless the vehicle is exempt from the restrictions on interstate trucks pursuant to [California Vehicle CodeCVC](#) Section 35401.5(c).

(Ord. 1926 (part), 1987)

11.60.090 Application.

- A. Any interested person requiring terminal access for interstate trucks from the federally designated highway system shall submit an application, on a form as provided by the city, together with such information as may be required by the city engineer and appropriate fees to the city.

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- B. Upon receipt of the application the Ccity Engineer will cause an investigation to be made to ascertain whether or not the proposed terminal facility meets the requirements for an interstate truck terminal. Upon his approval of that designation, he will then determine the capability of the route requested and/or alternate routes. Determination of route capability will include, without limitation, a review of adequate turning radii and lane widths of ramps, intersections and highways and general traffic conditions such as sight distance, speed and traffic volumes. No access off a federally designated highway system will be approved without the approval of CALTRANS.
 - C. Should the requested route pass through the city to a terminal located in another jurisdiction, the applicant shall comply with the jurisdiction's application process. City route designation approval will be required for those portions of the route located within the city. Cost for trailblazer signs shall be as provided in Section 11.60.100(B) below.

(Ord. 1926 (part), 1987)

11.60.100 Fees and costs.

- A. The applicant shall pay a nonrefundable application fee, as established by the city, sufficient to pay the cost of review of the terminal designation and the review of the route and alternate route.
- B. Upon the approval of the terminal designation and route by the city and by CALTRANS, the applicant shall deposit with the city, sufficient funds as estimated by the city engineer to pay for the purchase and installation of terminal trailblazer signs. Trailblazer signs will be required at every decision point in the city on the route to the terminal. Upon completion of the installation of the signs, the actual cost shall be computed and any difference between the actual and the estimated cost shall be billed or refunded to the applicant, whichever the case may be. No terminal or route may be used until such signs as are required are in place. Costs for trailblazer signs may be proportioned in accordance with procedures in Section 11.60.110(C).

(Ord. 1926 (part), 1987)

11.60.110 Retrofitting.

- A. If all feasible routes to a requested terminal are found unsatisfactory by the Ccity Engineer, the applicant may request retrofitting the deficiencies. All costs of engineering, construction and inspection will be the responsibility of the applicant except when retrofitting deficiencies is within the jurisdiction of CALTRANS, the actual construction will be done by the city or by a contractor acceptable to the city.
- B. When the work is to be done by the city, the applicant shall deposit with the city the estimated cost of retrofitting. Adjustment between the estimated and actual cost shall be made after completion of the work and any difference between the actual and the estimated cost shall be billed or refunded to the applicant as the case may be. When the work is done by the applicant, the applicant may file with the Ccity Engineer, on a form satisfactory to the Ccity Engineer, a statement detailing the actual costs of the retrofitting.
- C. If at any time within five years from the date of completion of the retrofitting by the applicant, should any applicant seek terminal approval which would use the route upon which such retrofitting was accomplished, any such applicants' fee may include that applicants' proportionate share of the retrofitting, as determined by the Ccity Engineer, which fee shall be disbursed by the city to the applicant who paid for the original retrofitting as well as to any applicant who contributed to the cost of retrofitting under this subsection. Nothing herein shall require the payment of a proportionate fee if the applicant doing the work failed to file the applicant's report of costs with the city engineer as described in subsection B of this section.

(Ord. 1926 (part), 1987)

11.60.120 Revocation of route.

The City Engineer may revoke any approved terminal or route if the terminal or route becomes a traffic safety hazard for vehicular traffic. A safety hazard includes the inability of interstate trucks to negotiate the route or interstate trucks creating unsafe driving conditions for other vehicular traffic or pedestrians.

(Ord. 1926 (part), 1987)

11.60.130 Appeal process.

- A. If the City Engineer denies terminal designation, route feasibility or revokes a previously approved terminal or route, the applicant/terminal owner, within ten working days following the date of the receipt of the decision of the City Engineer may appeal the decision to the city council in writing. An appeal shall be made on a form prescribed by the engineering department and shall be filed with the City Clerk. The appeal shall state specifically wherein there was an error or abuse of discretion by the City Engineer or wherein his decision is not supported by the evidence in the record. Within five days of the filing of an appeal, the City Engineer shall transmit to the City Clerk the terminal application, the sketches of the revoked route and all other data filed therewith, the report of the City Engineer, the findings of the City Engineer, and his decision on the application.
- B. The City Clerk shall make copies of the data provided by the City Engineer available to the applicant and to the appellant (if the applicant is not the appellant) for inspection and may give notice to any other interested party who requested notice of the time when the appeal will be considered by the city council.
- C. If CALTRANS and not the city engineer denies or revokes terminal access from federally designated highways, no appeal may be made to the city council, but must be made to CALTRANS as may be permitted by CALTRANS.

(Ord. 1926 (part), 1987)

Chapter 11.64 SKATEBOARDS MOBILITY DEVICES

11.64.010 Prohibitions and restrictions on use of skateboards, roller skates, coasters, scooters and similar toy vehicles.

- A. It is unlawful for any person upon a skateboard, roller skates, a coaster, a scooter or any similar toy vehicle or device to enter and travel upon, along or across any roadway within the city.
- B. Any person upon a skateboard, roller skates, a coaster, a scooter or any similar toy vehicle or device on any sidewalk or right-of-way not open to public vehicular traffic shall exercise due caution and shall yield the right-of-way to and not interfere with pedestrians.

(Ord. 1947 (part), 1988)

11.64.020 Violation—Penalty.

Any person violating any of the provisions of this chapter is guilty of an infraction.

(Ord. 1947 (part), 1988)

Chapter 11.68 CRUISING

~~11.68.010 Cruising defined.~~

~~"Cruising" means the repetitive driving of a motor vehicle two or more times within a four-hour period, in the same direction, past a traffic control point in traffic which is congested at or near the traffic control point, as determined by the ranking police officer on duty within the affected area, and after the vehicle operator or passenger has been given an adequate written notice that further driving past the control point will be a violation.~~

~~(Ord. 2025 (part), 1992)~~

~~11.68.020 Signs designate cruising control zone.~~

~~Signs shall be placed at the beginning and end of the portion of any street determined to be subject to cruising controls which briefly and clearly state the appropriate provisions of Section 11.68.050 of this code, and of Section 21100(k) of the California Vehicle Code CVC.~~

~~(Ord. 2025 (part), 1992)~~

~~11.68.030 Traffic control point—Establishment authority.~~

~~The ranking police officer on duty within an area affected by traffic congestion may establish one or more traffic control points at or near the area of traffic congestion.~~

~~(Ord. 2025 (part), 1992)~~

~~11.68.040 Traffic control point—Written notice of violation.~~

~~Any person who, as the operator of, or passenger in, any motor vehicle driven in a particular direction past a traffic control point established pursuant to Section 11.68.030 may be given written notice that further driving past the control point within a four-hour interval will be a violation of Section 11.68.050.~~

~~(Ord. 2025 (part), 1992)~~

~~11.68.050 Cruising prohibited.~~

~~It is unlawful for any person, as a driver or a passenger of a motor vehicle, to engage in the activity known as "cruising," as defined in Section 11.68.010, on the public streets or alleys of the city in any area which has been posted pursuant to Section 11.68.020. Each successive trip within a four-hour period past the traffic control point established pursuant to Section 11.68.030 shall constitute a separate violation, and no additional written notice shall be required for such separate violation.~~

~~(Ord. 2025 (part), 1992)~~

~~11.68.060 Exceptions.~~

~~This chapter shall not apply to persons who, according to DMV records, reside within a designated no-cruising area; nor to authorized emergency vehicles as defined in Section 165 of the California Vehicle Code CVC; nor to vehicles licensed for public transportation; nor to publicly owned vehicles of any city, county, district, state or federal agency.~~

~~(Ord. 2025 (part), 1992)~~

~~11.68.070 Violation—Penalty.~~

~~Any person violating any provision of this chapter is guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars, or by imprisonment not to exceed six months, or by both such fine and imprisonment.~~

~~(Ord. 2075, 1994; Ord. 2025 (part), 1992)~~

Chapter 11.70 TAXICABS AND OTHER FOR-HIRE VEHICLES²

11.70.010 Purpose.

The purpose of this chapter is to provide for the regulation of taxicabs and other for-hire vehicles within the city of National City through adoption of San Diego Metropolitan Transit System (MTS) Codified Ordinance No. 11, and to implement the provisions of Public Utilities Code Section 120266 by contract with MTS to license or regulate transportation services with the city of National City.

(Ord. No. 2017-2434, 4-4-2017)

11.70.020 Definitions.

The definitions set forth in Section 1.1 of San Diego Metropolitan Transit System Codified Ordinance No. 11 shall govern this chapter.

(Ord. No. 2017-2434, 4-4-2017)

11.70.030 Regulatory administration by contract with Metropolitan Transit System.

Notwithstanding the city's right to regulate taxicabs and other for-hire vehicles within its jurisdiction, the city council, by resolution currently in effect or as may be adopted from time to time, has authorized a contract with San Diego Metropolitan Transit System ("MTS") for the administration and enforcement by MTS of regulations, policies and ordinances for taxicabs and other for-hire vehicles operated within the city, including collection and administration of all applicable regulatory fees, fines and forfeitures. While that contract is in effect, the applicable regulations, policies and ordinances of MTS, including MTS Codified Ordinance No. 11, as now in effect or as may be amended from time to time, shall govern the operation of taxicabs and other for-hire vehicles within the city. Licensing of a taxicab and other for-hire vehicle or the operator or owner by MTS does not exempt the licensee from city business tax license requirements and payment of fees pursuant to Chapter 6.04. A copy of MTS Codified Ordinance No. 11 is on file in the office of the city clerk.

(Ord. No. 2017-2434, 4-4-2017)

²Editor's note(s)—Ord. No. 2017-2434, adopted April 4, 2017, amended Ch. 11.70 in its entirety, in effect repealing and reenacting said chapter to read as set out herein. The former Ch. 11.70, §§ 11.70.010—11.70.140, pertained to regulation and licensing of transportation services and derived from Ord. 2256 (part), 2004.

ORDINANCE NO. 2023 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 11 OF THE NATIONAL CITY MUNICIPAL CODE – VEHICLES AND TRAFFIC BY REPEALING CHAPTER 11.68 (CRUISING) AND IMPLEMENTING THE CITY’S PARKING PROGRAM.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

SECTION 1. FINDINGS. The City Council of the City of National City hereby finds and declares as follows:

WHEREAS, in 1951, the City of National City approved and adopted Ordinance No. 827, which established regulations and governance related to motor vehicles and traffic, with various amendments approved by the City Council through 2017; and

WHEREAS, effective parking management plays a critical role in the economic vitality of businesses, ease of access for residents and convenience for visitors as the City continues to grow and develop; and

WHEREAS, the City is undertaking a refresh of their parking program which includes plans for improved enforcement technology and citation management, permit management, expansion of permit parking areas, increased parking supply, uniformity of time-limited parking for increased turnover, and other parking solutions; and

WHEREAS, the City is repealing the ban on car cruising consistent with the State Assembly’s previous encouragement of the recognition of the cultural significance of cruising in California as well as the introduction of the new state bill (AB 436) that proposes to repeal the ban and regulations on car cruising.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY HEREBY ORDAINS AS FOLLOWS:

SECTION 2. That Title 11 of the National City Municipal Code is amended to read as set forth in Attachment 1 attached to this Ordinance.

SECTION 3. This Ordinance shall take effect and be enforced thirty (30) days following its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, held on this 4th day of April, 2023.

PASSED and ADOPTED this 18th day of April, 2023

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

Title 11 VEHICLES, TRAFFIC AND PARKING

Chapter 11.01 GENERAL PROVISIONS

11.01.010 Purpose

- A. The purpose of this title is to provide a convenient compilation of the rules and regulations governing and controlling the movement of motor vehicles and traffic in the City of National City (City).
- B. It is the intent of the city council to make these rules and regulations available to the general public in support of the following initiatives:
 - 1. Provide for the safe, orderly flow of traffic through the City.
 - 2. Provide “complete streets” that balance the needs of all roadway users.
 - 3. Provide access to alternative modes of transportation.
 - 4. Provide smart parking solutions.
- C. This title is adopted to supplement the State of California Vehicle Code (CVC), which contains general statutes adopted by the State of California legislature regarding traffic laws, “rules of the road,” and local regulation. The CVC provides authority to local agencies to adopt rules and regulations for traffic control, parking and enforcement by ordinance or resolution. Any reference herein to the CVC, or a specific section thereof, shall refer to the most currently amended edition.

(Ord. XXX)

Chapter 11.04 DEFINITIONS

11.04.010 General.

- A. The following words and phrases when used in this title shall for the purpose of this title have the meanings respectively ascribed to them in this chapter.
- B. Whenever any words or phrases used in this title are defined in the CVC, such definitions are incorporated herein and apply to such words and phrases used herein as though set forth herein in full.
- C. Whenever any words or phrases used herein are not defined herein but are defined in the CVC and amendments thereto, such definitions shall apply.(Ord. 827 § 1, 1951)

11.04.020 Definitions.

- A. “Alley” means any unnamed street less than twenty-five feet in width between property lines, primarily used for access to the rear or side entrances of abutting properties.
- B. “Block” means the land adjoining one side of a street between two consecutive junctions of said street with streets, railways, rights-of-way, or waterways crossing or meeting said side of said street.
- C. “CA-MUTCD” means California Manual of Uniform Traffic Control Devices published by the State of California Department of Transportation (Caltrans) and is issued to adopt uniform standards and specifications for all official traffic control devices, in accordance with Section 21400 of the CVC.
- D. “City Council” means the City Council of National City.
- E. “CVC” means California Vehicle Code, which is a rulebook containing California’s laws and regulations for drivers and vehicles.

- F. "Holiday" means any day designated as such in Section 10 of California Code of Civil Procedure; provided however, that Saturday afternoon shall not be considered a holiday for the purposes of this title.
- G. "Loading zone" means the space adjacent to the curb or edge of roadway reserved for the exclusive use of vehicles for active loading or unloading of passengers or materials.
- H. "Motor vehicle" is defined as follows:
 - 1. "Motor vehicle" means a vehicle or device that is self-propelled.
 - 2. "Motor vehicle" does not include a self-propelled wheelchair, motorized tricycle, or motorized quadricycle, if operated by a person who, by reason of physical disability, is otherwise unable to move about as a pedestrian.
- I. "Official time standard," which applies whenever certain hours are named herein, refers to standard time or daylight saving time as may be in current use in the City.
- J. "Official traffic control device" includes any sign, signal, marking or device defined in the CA-MUTCD, and not inconsistent with this title, placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic, but does not include islands, curbs, traffic barriers, speed humps, speed bumps or other roadway design features.
- K. "Official traffic signal" includes any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction.
- L. "Oversized vehicle or load" means any building, structure, vehicle, load, trailer, or combination thereof, which exceeds the height, width, length, size or weight of vehicle or load limitations provided for in Division 15 of the CVC.
- M. "Park" means to stand or leave standing any vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in loading or unloading of passengers or materials.
- N. "Parking Authority" means the Parking Authority of the City of National City established by City Council Resolution 12,402 in accordance with Division 18 of the California Streets and Highways Code.
- O. "Parking Meter" means a mechanical, electro-mechanical or electronic device installed for the purpose of controlling the period of time a vehicle occupies a parking space.
- P. "Parking Regulations Officer" means any regularly employed City or contracted employee authorized to direct or regulate traffic or to enforce parking law and regulations.
- Q. "Parkway" means that portion of a street between the curb line or edge of roadway and the adjacent property line not designated for use by vehicles, bicycles or pedestrians.
- R. "Pay Station" means a multi-space parking meter that allows for a single location for the payment and control of parking for multiple parking spaces placed at various locations along streets or on surface lots.
- S. Pedestrian" is a person who is afoot or who is using any of the following:
 - 1. A means of conveyance propelled by human power other than a bicycle, or
 - 2. An electric personal assistive mobility device.
- T. "Person" means every natural person, firm, co-partnership, association or corporation.
- U. "Police officer" means every officer of the police department of this City or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic laws and regulations.
- V. "Recreational vehicle" means any camp trailer, camper, fifth-wheel travel trailer, trailer coach, or house car as defined in CVC Sections 242, 243, 324, 362, 396, 635, recreational vehicle as defined in California Health

and Safety Code Section 18010, or boat or boat on a trailer, regardless of whether the boat or boat on a trailer is attached to a motor vehicle or carrier trailer as defined in CVC 14.005.

- W. "Roadway" is defined as follows:
1. "Roadway" means that portion of a street improved, designed, or ordinarily used by motor vehicles.
 2. "Roadway" may include designated areas for shared or exclusive use of bicycles.
- X. "Stop" is defined as follows:
1. "Stop," when required, means complete cessation of movement.
 2. "Stop" or "stand," when prohibited, means any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.
- Y. "Traffic" means pedestrians, bicycles, ridden or herded animals, vehicles and other conveyances either singly or together while using any street for purposes of travel.

(Ord. XXX)

Chapter 11.08 ADMINISTRATION

11.08.010 City engineer.

The office of the City Engineer is established. The City Engineer shall serve as city traffic engineer, in addition to their other functions, and shall exercise the powers and duties with respect to traffic as provided in this title.

(Ord. 1428 (part), 1974; Ord. 827 § 20, 1951)

11.08.020 Signs—Installation and maintenance.

Whenever in this title signs or other notices are authorized, it shall be the duty of the Director of Public Works or designee to install and to maintain the signs or other notices.

(Ord. 827 § 90, 1951)

Chapter 11.12 ENFORCEMENT

11.12.010 Police—Fire department—Authority.

- A. It shall be the duty of the officers of the police department or such officers as are assigned by the Chief of Police to enforce all street traffic laws of this City and all of the state vehicle laws applicable to street traffic in this City.
- B. Officers of the police department or such officers as are assigned by the Chief of Police are authorized to direct all traffic by voice, hand or signal in conformance with traffic laws, provided that in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department may direct traffic as conditions may require, notwithstanding the provisions of the traffic laws.
- C. Officers of the fire department, when at the scene of a fire, may direct or assist the police in directing traffic thereat or in the immediate vicinity.

(Ord. 827 § 21, 1951)

11.12.015 Community development department—Authority.

- A. The Director of Community Development is hereby authorized to designate regularly employed and/or contracted employees as parking regulations officers.
- B. Parking regulations officers shall enforce the provisions of this title and the CVC related to regulation of traffic and to stopping, standing and parking of vehicles.

(Ord. XXX)

11.12.020 Obedience required—Regulations.

It is a misdemeanor for any person to perform any act forbidden or fail to perform any act required in this title.

(Ord. 827 § 22, 1951)

11.12.030 Obedience required—Enforcing officers.

No person shall willfully fail or refuse to comply with any lawful order of a police officer or fire department official or other person authorized by law when directing traffic.

(Ord. 827 § 23, 1951)

11.12.040 Unauthorized person directing traffic prohibited.

No person other than an officer of the police department or a person deputized by the Chief of Police or person authorized by law or other persons designated by resolution of the city council shall direct or attempt to direct traffic by voice, hand or other signal (except that persons may operate when and as herein provided any mechanical push-button signal erected by order of the city traffic engineer).

(Ord. 827 § 24, 1951)

11.12.050 Obedience required—Public employees.

The provisions of this title shall apply to the driver of any vehicle owned by or used in the service of the United States government, this state, any county or city and it is unlawful for any said driver to violate any of the provisions of this title except as otherwise permitted in this title or by state statute.

(Ord. 827 § 25, 1951)

11.12.060 Exemptions—Certain vehicles.

- A. The provisions of this title regulating the operation, parking and standing of vehicles shall not apply to any vehicle of the police or fire department, any public ambulance or public utility vehicle or any private ambulance, which public utility vehicle or private ambulance has qualified as an authorized emergency vehicle, when any vehicle mentioned in this section is operated in the manner specified in the CVC in response to an emergency call.
- B. The foregoing exemptions shall not, however, protect the driver of any such vehicle from the consequences of their willful disregard of the safety of others.
- C. The provisions of this title regulating the parking or standing of vehicles shall not apply to any vehicle of a city department or public utility while necessarily in use for construction or repair work or any vehicle owned by the United States while in use for the collection, transportation or delivery of United States mail; or during the periods of proclaimed national emergency to any vehicle owned or operated by the Department of the Army, Navy or Air Force.

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- D. Pursuant to the CVC, Section 22511.5 (a)(1): A disabled person (DP) or disabled veteran (DV) displaying special license plates issued under Section 5007 or a distinguishing placard issued under Section 22511.55 or 22511.59 is allowed to park for any amount of time (not to exceed 72 consecutive hours) in any of the following zones:
1. Blue indicates parking limited exclusively to the vehicles of disabled persons and disabled veterans next to a blue curb authorized for handicapped parking or on streets upon which preferential parking privileges and height limits have been given pursuant to Section 22507 of the CVC.
 2. In any parking zone that is restricted as to the length of time parking is permitted as indicated by a sign erected pursuant to a local ordinance.
 3. For free at any on-street metered parking space.
 4. A disabled person or disabled veteran is allowed to park in any paid parking space without being required to pay parking fees.
 - 5.. This subdivision does not apply to a zone for which state law or ordinance absolutely prohibits stopping, parking, or standing of all vehicles, or which the law or ordinance reserves for special types of vehicles, or to the parking of a vehicle that is involved in the operation of a street vending business.
 6. A disabled person or disabled veteran is allowed to park a motor vehicle displaying a special disabled person license plate or placard issued by a foreign jurisdiction with the same parking privileges authorized in this code for any motor vehicle displaying a special license plate or a distinguishing placard issued by the Department of Motor Vehicles.

(Ord. 827 § 26, 1951)

11.12.070 Property damage report—Required when.

- A. The driver of a vehicle or the person in charge of any animal involved in any accident resulting in damage to any property publicly owned or owned by a public utility, including but not limited to any fire hydrant, ornamental lighting post, telephone pole, electric light or power pole, or resulting in damage, to any ornamental shade tree, traffic control device, or other property of a like nature located in or along any street, alley or other public place, shall within twenty-four hours after such accident make a written report of such accident to the police department of this city.
- B. Every such report shall state the time when and the place where the accident took place, the name and address of the person owning and of the person driving or in charge of such vehicle or animal, the license number of every such vehicle, and shall briefly describe the property damaged in such accident.
- C. A driver involved in an accident shall not be subject to the requirements or penalties of this section if and during the time such driver is physically incapable of making a report, but in such event such driver shall make a report as required in subsection A within twenty-four hours after regaining ability to make such report.

(Ord. 827 § 27, 1951)

11.12.080 Violation—Penalty.

Any person violating any of the provisions of this Title is guilty of an infraction and upon conviction thereof, unless otherwise provided, is punishable as prescribed in Section 1.20.010.

(Ord. 1621, 1978; Ord. 1358 § 2 (part), 1973; Ord. 827 § 91, 1951)

11.12.090 Parking violation—Penalties.

The penalties for violations of the provisions of this Title and the CVC related to stopping, standing and parking of vehicles shall be established by the city council pursuant to CVC Section 40203.5.

(Ord. XXX)

Chapter 11.16 SPEED LIMITS

11.16.010 Speed zones designated.

- A. Whenever the City Manager determines, upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street otherwise subject to a prima facie limit of 25 miles per hour under the CVC, the City Manager may determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie speed limit shall be effective when appropriate signs giving such notice thereof are erected upon said street. All increases in speed limits will require review by the Traffic Safety Committee.
- B. Whenever the City Manager determine upon the basis of an engineering and traffic survey that the maximum speed limit of 60 miles per hour is more than is reasonable or safe upon any portion of any street or highway where such maximum speed limit of 60 miles per hour is applicable under the CVC, the City Manager may determine and declare a prima facie speed limit of 55, 50, 45, 40, 35, 30, or 25 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon such street.
- C. The provisions of this section shall not apply to any state highway or extension thereof.

(Ord. 2273, 2005; Ord. 2149, 1998; Ord. 2045 §§ 1—4, 1992; Ord. 2043 §§ 1—4, 1992; Ord. 1963, 1988; Ord. 1960, 1988; Ord. 1931, 1987)

(Ord. No. 2012-2378, 12-4-2012; Ord. No. 2017-2443, 12-19-2017)

11.16.020 Signs erected.

It is authorized and directed that appropriate signs giving notice of the speed zones designated in Section 11.16.010 be erected on the streets named in Section 11.16.010.

(Ord. 1884, 1986)

Chapter 11.20 TRAFFIC CONTROL DEVICES

11.20.010 Installation—Authority.

- A. The Director of Public Works shall cause to be placed and maintained official traffic control devices when and as required by resolution or ordinances of this city.

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- B. Whenever the CVC requires for the effectiveness of any provision thereof that traffic control devices be installed to give notice to the public of the application of such law the Director of Public Works is authorized to cause to be installed the necessary devices subject to any limitations or restrictions set forth in the law applicable thereto.

(Ord. 827 § 28, 1951)

11.20.020 Enforcement—Signs required.

No provision of the CVC or of this title for which signs are required shall be enforced against an alleged violator unless appropriate signs are in place and sufficiently legible to be seen by an ordinarily observant person, giving notice of such provisions of the traffic laws.

(Ord. 827 § 29, 1951)

11.20.030 Obedience required.

The driver of any vehicle shall obey the instructions of any official traffic control device applicable thereto placed in accordance with the traffic ordinances of this city unless otherwise directed by a police officer subject to the exceptions granted the driver of an authorized emergency vehicle when responding to emergency calls.

(Ord. 827 § 30, 1951)

11.20.040 Installation—Procedure.

- A. When directed by resolution or ordinance of the city council the Director of Public Works shall cause to be installed and maintained official traffic signals at those intersections and other places where traffic conditions are such as to require that the flow of traffic be alternately interrupted and released in order to prevent or relieve traffic congestion or to protect life or property from exceptional hazard.
- B. The City Engineer shall ascertain and determine the locations where such signals are required through field observations, traffic counts and other traffic information as may be pertinent and their determinations therefrom shall be made in accordance with those traffic engineering and safety standards and instructions set forth in the CA-MUTCD.
- C. Whenever the Director of Public Work scauses to be installed and maintained an official traffic signal at any intersection, they shall likewise cause to be erected and maintained at such intersection street name signs visible to the principal flow of traffic unless such street name signs have previously been placed and are maintained at any such intersection.

(Ord. 827 § 31, 1951)

11.20.050 Lane markings.

The City Engineer is authorized to mark center lines and lane lines upon the surface of the roadway to indicate the course to be traveled by vehicles and may place signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the center line of the highway. When authorized signs have been placed designating off-center traffic lanes, no person shall disobey the instructions given by such signs.

(Ord. 827 § 32, 1951)

11.20.060 Existing devices.

All traffic control devices heretofore installed by the city and in place on the effective date of the ordinance codified herein are approved.

(Ord. 827 § 33, 1951)

11.20.070 Hours of operation.

The City Engineer shall determine the hours and days during which any traffic control device shall be in operation or be in effect, except in those cases where such hours or days are specified in this title.

(Ord. 827 § 34, 1951)

11.20.080 Speed regulation.

The City Engineer is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from the speeds otherwise applicable within the district or at intersections, and shall erect appropriate signs giving notice thereof.

(Ord. 827 § 89, 1951)

Chapter 11.24 TURNING MOVEMENTS

11.24.010 Marking—Authority.

- A. The City Engineer is authorized to place markers, buttons, or signs within or adjacent to intersections indicating the course to be traveled by vehicles turning at such intersections, and the City Engineer is authorized to allocate and indicate more than one lane of traffic from which drivers of vehicles may make right or left hand turns, and the course to be traveled as indicated may conform to or be other than as prescribed by law or ordinance.
- B. When authorized marker, buttons, or other indications are placed within an intersection indicating the course to be traveled by vehicles turning thereat, no driver of a vehicle shall disobey the directions of such indications.

(Ord. 827 § 35, 1951)

11.24.020 Restricting signs—Authority.

The City Engineer is authorized to determine those intersections at which drivers of vehicles shall not make a right, left, or U turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day or permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed when such turns are permitted.

(Ord. 827 § 36, 1951)

11.24.030 Restricting signs—Obedience required.

Whenever authorized signs are erected indicating that no right or left or U turn is permitted, no driver of a vehicle shall disobey the directions of any such sign.

(Ord. 827 § 37, 1951)

11.24.040 Right turn against signal prohibited—Authority.

The City Engineer is authorized to determine those intersections within any business or residence district at which the driver of a vehicle shall not make a right turn against a red or stop signal and shall erect proper signs giving notice of such prohibition. No driver of a vehicle shall disobey the directions of any such sign.

(Ord. 827 § 38, 1951)

Chapter 11.28 ONE-WAY STREETS AND ALLEYS

11.28.010 Sign erection.

Whenever any ordinance or resolution of the city designates any one-way street or alley, the Director of Public Works or designee shall place and maintain signs giving notice thereof, and no such regulations shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

(Ord. 827 § 39, 1951)

Chapter 11.32 STOPPING, STANDING AND PARKING

11.32.010 Stop sign—Erection—Authority.

Whenever any ordinance or resolution of this city designates and describes any street or portion of any intersection at which vehicles are required to stop at one or more entrances thereto, or any railroad grade crossing at which vehicles are required to stop, the Director of Public Works or designee shall erect and maintain stop signs as follows:

A stop sign shall be erected on each and every street intersecting such through street or portion thereof so designated and at those entrances of other intersections where a stop is required and at any railroad grade crossing so designated. Every such sign shall conform with and shall be placed as provided in the CA-MUTCD.

(Ord. 1024 § 1, 1962; Ord. 827 § 40, 1951)

11.32.020 Stop sign—Obedience required.

When stop signs are erected as provided in this chapter at the entrance to any intersection or at any railway grade crossing, every driver of a vehicle shall stop as required by the CVC.

(Ord. 827 § 41, 1951)

11.32.030 Emerging from alley or private driveway.

The driver of a vehicle emerging from an alley, driveway, private property or building, shall stop such vehicle immediately prior to driving onto a sidewalk or into a sidewalk area extending across any alley way.

(Ord. 827 § 42, 1951)

11.32.040 Regulations—Applicability.

- A. The provisions of this title prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.
- B. The provisions of this title imposing a time limit on standing or parking shall not relieve any person from the duty to observe other and more restrictive provisions of the CVC or the ordinances of this city, prohibiting or limiting the standing or parking of vehicles in specific places or at specified times.

(Ord. 827 § 56, 1951)

11.32.050 Parkways—Stopping in prohibited.

No person shall stop, stand or park a vehicle within any parkway.

(Ord. 827 § 57, 1951)

11.32.060 Vehicle storage on streets.

- A. No person who owns or has possession, custody, or control of any vehicle shall park such vehicle upon any street or alley for more than seventy-two consecutive hours.
- B. It is unlawful for any person to re-park a vehicle under their control or in their custody within the same block face after the expiration of seventy-two consecutive hours.
- C. In the event a vehicle is parked or left standing upon a street for more than seventy-two consecutive hours, any member of the police department authorized by the Chief of Police may remove such vehicle from the street in the manner and subject to the requirements of Sections 22852 and 22853 or other applicable sections of the CVC.

(Ord. 1117 § 1, 1965: Ord. 1024 § 3, 1962: Ord. 827 § 58, 1951)

11.32.070 Violation of restricted hours—Vehicle removal.

In the event a vehicle is parked or left standing during restricted hours upon a street where parking has been prohibited by resolution of the city council, and signs giving notice thereof are thereon erected, any member of the police department authorized by the Chief of Police may remove such vehicle from the street in the manner provided by and subject to the requirements of the CVC.

(Ord. 1024 § 4, 1962: Ord. 827 § 59, 1951)

11.32.080 Storage or repair of vehicles prohibited.

- A. Except for emergency repairs, no person shall grease or repair a vehicle upon any public street or public property.
- B. It is unlawful for any person who deals in, or whose business involves the sale, lease, rental or charter of vehicles to store, park or stand any such vehicle upon any public street, except while such vehicle is under lease, rental or charter by a customer.
- C. It is unlawful for any person whose business involves the repair or servicing of vehicles or vehicle components to store, stand or park any vehicle on any public street or public property after that person has accepted custody of that vehicle from the customer.

(Ord. 2229 § 4, 2003: Ord. 827 § 60, 1951)

11.32.090 Parking parallel—Curb.

- A. Subject to other and more restrictive limitations, a vehicle may be stopped or parked within eighteen inches of the left-hand curb facing in the direction of traffic movement upon any one-way street unless signs are in place prohibiting such stopping or standing.
- B. In the event a highway includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such one-way roadway unless signs are in place permitting such standing or parking.
- C. The City Engineer is authorized to determine when standing or parking shall be prohibited upon the left-hand side of any one-way street or when standing or parking may be permitted upon the left-hand side of any one-way roadway of a highway having two or more separate roadways; the Director of Public Works or designee shall erect signs giving notice thereof.

(Ord. 827 § 61, 1951)

11.32.100 Angle loading—Prohibited.

The City Engineer prohibits the backing of a vehicle to the curb for the purpose of loading or unloading merchandise or materials in a head-in angled parking stall.

(Ord. 827 § 62, 1951)

11.32.101 Angle parking zones.

The Director of Public Works is authorized to place or cause to be placed pavement markings and signs designating angle parking zones, as determined by the City Engineer.

(Ord. 1900 (part), 1987; Ord. 1793, 1983)

11.32.105 Parking space markings. The Director of Public Works is authorized to install and maintain parking space markings to delineate parking spaces adjacent to curbs or in angle parking zones where authorized parking is permitted, as determined by the City Engineer. When such parking space markings are placed on a roadway, subject to other and more restrictive limitations, no vehicle shall be stopped, left standing or parked other than within a single space as delineated by said markings.

(Ord. XX)

11.32.110 Near schools.

- A. The Director of Public Works is authorized to erect signs indicating no parking upon that side of any street adjacent to any school property when such parking would interfere with traffic or create a hazardous situation, as determined by the City traffic Engineer.
- B. When official signs are erected indicating no parking upon that side of a street adjacent to any school property, no person shall park a vehicle in any such designated place.

(Ord. 827 § 63, 1951)

11.32.120 Narrow streets.

- A. The Director of Public Works is authorized to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed twenty feet, or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed thirty feet.
- B. When official signs or markings prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign or marking.

(Ord. 827 § 64, 1951)

11.32.130 Hills.

No person shall park or leave standing any vehicle unattended on a highway when upon any grade exceeding three percent within any business or residence district without blocking the wheels of such vehicle by turning them against the curb or by other means.

(Ord. 827 § 65, 1951)

11.32.140 Stopping or parking prohibited—Signs required.

The Director of Public Works or designee shall appropriately sign or mark the following places and when so signed or marked no person shall stop, stand or park a vehicle in any of such places:

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- A. Within a designated no parking zone as indicated by signs or red curb markings;
 - B. Within fifteen feet of a fire hydrant;
 - C. Within twenty-five feet of the approach to any traffic signal, stop sign, or yield sign;
 - D. At any place where the City Engineer determines that it is necessary in order to eliminate an unusual traffic hazard;
 - E. Except where a different distance is prescribed by City Council resolution, within fifty feet of any intersection marked with a sign that prohibits any vehicle whose height with or without a load exceeds six feet;
 - F. At any location where parking is restricted or prohibited between hours designated by resolution of the city council;
 - G. Any vehicle parked in violation of this section may also be towed after a parking citation has been issued, provided a sign has been posted authorizing the removal of vehicles parked in violation of such parking restriction.

(Ord. 2267 § 2 (part), 2005; Ord. 827 § 66, 1951)

11.32.150 Unlawful parking—Vending by vehicle.

- A. It is unlawful to park or stop a vehicle upon which merchandise is displayed or offered for sale or lease, upon any street, except upon the request of a purchaser and then only for the actual time necessary to consummate a sale, not to exceed a total of ten minutes at that location or at any immediately succeeding location that is within three hundred feet of the former location where the vendor completed the immediate last transaction.
- B. The pick-up or delivery of merchandise is not regulated or made unlawful by this section.
- C. The parking of a vehicle upon which merchandise is transported but is not being displayed or offered for sale is not made unlawful by this section, provided the vehicle is otherwise lawfully parked.
- D. As used in this section, "merchandise" is as defined in Section 10.22.010C.

(Ord. 2168 § 6, 1999; Ord. 1110 § 2, 1965; Ord. 827 § 67, 1951)

11.32.160 Emergency parking signs.

- A. Whenever the City Engineer determines that an emergency traffic congestion is likely to result from the holding of public or private assemblages, gatherings or functions or for other reasons, the City Engineer shall have power and authority to order temporary signs to be erected or posted indicating that the operation, parking or standing of vehicles is prohibited on such streets and alleys as the City Engineer directs during the time such temporary signs are in place. Such signs shall remain in place only during the existence of such emergency and the City Engineer shall cause such signs to be removed promptly thereafter.
- B. When signs authorized by the provisions of this section are in place giving notice thereof, no person shall operate, park or stand any vehicle contrary to the directions and provisions of such signs.

(Ord. 827 § 68, 1951)

11.32.170 Curb parking—Right-of-way.

- A. For the purpose of this section, a "limited curb parking space" means an area open for lawful parking alongside of and adjacent to a curb, which area is not of sufficient length to permit two or more vehicles to freely move for parking therein at the same time.

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- B. Any person seeking to park their vehicle in a limited curb parking space whose vehicle arrives at said parking space prior to any other vehicle, and who proceeds beyond said space a distance not to exceed ten feet for the purpose of backing his vehicle therein, shall have the right-of-way over any person driving or attempting to drive any other vehicle directly into such limited curb parking space or who in any manner obstructs such limited curb parking space and the driver of such other vehicle shall immediately yield the right-of-way to the driver who first arrived at said parking space.
 - C. The Director of Public Works shall cause to be painted on the curb adjacent to each "limited curb parking space" lines demarcating the limits of said "limited curb parking space."
 - D. It is unlawful for any vehicle to be parked in front of, over or across any such line demarcating the boundary of a "limited curb parking space."

(Ord. 945 § 1, 1959; Ord. 827 § 69, 1951)

11.32.180 Loading zone—Authority—Designation.

- A. The City Engineer is authorized to designate loading zones and passenger loading zones, to be marked by the Director of Public Works or designee as follows:
 - 1. Within a business district;
 - 2. Elsewhere in front of the entrance to any place of business or in front of any hall or place used for the purpose of public assembly;
 - 3. Adjacent to an official United States Postal Service mailbox.
 - 4. Loading zones and passenger loading zones shall require written approval of adjacent businesses.
 - 5. If requested by a business, the applicant will pay a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.
- B. In no event shall more than one-half of the total curb length on any block be reserved for loading zone purposes.
- C. Loading zones shall be indicated by marking curbs with yellow paint.
- D. Passenger loading zones shall be indicated by marking curbs with white paint.

(Ord. 827 § 70, 1951)

11.32.190 Curb markings.

- A. The Director of Public Works is authorized, when designated by the City Engineer and subject to the provisions and limitations of this title to place, and when required herein shall place, the following curb markings to indicate parking or standing regulations. Said curb markings shall have the meaning as herein set forth:
 - 1. Red means no stopping, standing or parking at any time except as permitted by the CVC, and except that a bus may stop in a red zone marked or signed as a bus zone.
 - 2. Yellow means no stopping, standing or parking at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on posted signage, for any purpose other than the loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three minutes nor the loading or unloading of materials more than twenty minutes.
 - 3. White means no stopping, standing or parking at any time for any purpose other than loading or unloading of passengers, which shall not exceed three minutes.

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4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.
 5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.
- (Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

- A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.
- B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.
- C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.
- D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

- A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 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.

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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.
- B. General requirements.
1. 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).
 2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.
 3. 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.
 4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.
 5. 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.
 6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.
- C. Special Hardship Cases.
1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:
 - a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
 - b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.
 - c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

11.32.230 Alley—Restrictions.

No person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of persons or materials in any alley, and shall not exceed such time as specified in Section 11.32.200.

(Ord. 827 § 75, 1951)

11.32.240 Bus zones.

- A. The City Engineer is authorized to establish bus zones opposite curb space for the loading and unloading of buses or common carriers of passengers and to determine the location thereof subject to the directives and limitations set forth herein.
- B. "Bus," as used in this section, means any motor bus, motor coach, trackless trolley coach, or passenger stage used as a common carrier of passengers.
- C. No bus zone shall exceed eighty feet in length, except that when satisfactory evidence has been presented to the City Engineer showing the necessity therefor, the City Engineer may extend bus zones not to exceed a total length of one hundred twenty-five feet.
- D. Bus zones shall normally be established on the far side of an intersection.
- E. The Director of Public Works shall cause all curbs within a designated bus zone to be painted red and appropriately signed as a bus zone or bus stop.
- F. No person shall stop, stand or park any vehicle other than a bus, and only if licensed to operate said bus, within a bus zone.

(Ord. 827 § 76, 1951)

11.32.250 Taxi stands.

- A. Subject to the approval of the city council, the Chief of Police is authorized to establish taxicab stands opposite curb space for the standing of taxicabs duly licensed by the city, and to determine the location and number thereof.
- B. The Director of Public Works shall cause such curb to be painted white and appropriately signed as a taxi stand.
- C. No person shall stop, stand or park any vehicle except a taxicab, duly licensed by the City of National City, in a taxicab stand.
- D. It is unlawful for the owner, driver, or operator of any taxicab to allow the taxicab to remain stopped or otherwise standing except in a regularly established stand; provided, however, taxicabs may stop in any available parking space when actually loading or unloading passengers; provided, further, taxicabs may stop, park, or stand in a place where parking is otherwise permitted between the hours of two a.m. and nine a.m.
- E. In the event a vehicle is parked or left standing within a taxicab zone where parking has been prohibited by resolution or ordinance of the city council and signs giving notice thereof are thereon erected, any member of the police department authorized by the Chief of Police may remove such vehicle in the manner provided by and subject to the requirements of the CVC.

(Ord. 1111 § 1, 1965; Ord. 1096 § 1, 2, 1964; Ord. 827 § 77, 1951)

(Ord. 827 § 80, 1951)

11.32.300 Absolutely prohibited.

When signs are erected giving notice thereof no person shall park a vehicle at any time upon any street hereinafter designated by resolution of the city council.

(Ord. 827 § 82, 1951)

11.32.310 Temporary parking restrictions and time limit—Generally.

It is unlawful for any person to stop, stand or park any vehicle on any street in the city at any location where temporary signs have been installed by the Director of Public Works or designee prohibiting parking for purposes of maintaining or redirecting vehicular traffic during construction or street or utility service repair, provided at least twenty-four hours prior notice of such restriction has been given in accordance with CVC Section 22651(l) or (m). Any installed sign may also authorize removal of a vehicle parked in violation of such parking restriction and such vehicle may thereafter be towed after a parking citation has been issued.

(Ord. 2267 § 2 (part), 2005; Ord. 827 § 83, 1951)

11.32.320 Signs—Authorization.

Signs provided in this article shall be authorized by resolution of the city council, and shall be erected by the Director of Public Works or designee on the street or streets set forth in such resolution.

(Ord. 827 § 84, 1951)

11.32.330 Valet parking—Permits.

The Director of Public Works or designee shall establish permits for valet parking. Such permits shall be granted after receiving the recommendation of the Chief of Police. If the Director of Public Works deems necessary, the valet parking permit request shall be reviewed by the Traffic Safety Committee.

(Ord. 1219 § 1, 1969)

11.32.340 Valet parking—Defined.

"Valet parking" means a parking service conducted by the operator of private premises, through their own employees, in which customers' cars are taken from public loading zones and parked by the proprietor's employees.

(Ord. 1219 § 2, 1969)

11.32.350 Valet parking—Spaces designated.

The Director of Public Works or designee shall establish any parking spaces, as it may deem necessary, to be reserved for the use of the proprietor of a private business for the conduct of a valet parking service. If the Director of Public Works deems necessary, the designation of spaces for valet parking shall be reviewed by the Traffic Safety Committee.

(Ord. 1219 § 3, 1969)

11.32.360 Heavy-duty commercial vehicles—Parking restrictions in all residential districts and east of National City Boulevard.

- A. No person shall park any heavy-duty commercial vehicle more than three hours on a street in any residential district, except:

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1. While actually loading or unloading property and the time to complete the evolution in addition to such three-hour period that is reasonably necessary to complete the work;
 2. When such vehicle is parked in connection with, and in aid of, the performance of a service to or on a property, in the block in which such vehicle is parked and the time to complete the evolution in addition to such three-hour period is reasonably necessary to complete such service; or
 3. Such vehicle is parked immediately in front or alongside of premises actively devoted to industry or commerce and lying contiguous to the street.
- B. Except as provided in subsection A of this section, no person shall park any heavy-duty commercial vehicle on any street east of and including National City Boulevard between the hours of two a.m. and six a.m. daily.
- C. For the purpose of this section, "heavy-duty commercial vehicle" means a single vehicle or combination of vehicles having more than two axles or weighing more than ten thousand pounds GVWR (gross vehicle weight rating), a single vehicle or combination of vehicles twenty feet or more in length, or a single vehicle or combination of vehicles six feet, eight inches or more in width, including dump trucks, moving vans, tractors, pole or pipe dollies, trailers and detached trailers or detached flatbed trailers. It shall not include a recreational vehicle.
- D. For purposes of this section as authorized by CVC Section 22507.5, a "residential district" means any street or streets where the contiguous property on that block is zoned for residential use pursuant to Chapter 18.14 of this code, including single-family detached dwellings, multifamily dwellings, apartment houses, or combination. It shall not include that area south of Division Street, west of National City Boulevard, north of 8th Street and east of Interstate 5.
- E. Heavy-duty commercial vehicles parked in violation of subsection B of this section shall not be subject to citation until a minimum of twenty-four hours has elapsed following attachment of a notice to the vehicle directing its removal. The notice directing removal shall set forth the contents of this section and shall recite that the vehicle is in violation. After a particular vehicle has been tagged with a notice of removal and twenty-four hours has elapsed, parking citations may be issued thereafter for that vehicle for any further violations of this section without the necessity for further notice.
- F. After a parking citation has been issued, any heavy-duty commercial vehicle parked in violation of this section may also be towed from any street upon which signage authorizing removal is posted, in addition to being subject to tow when parked for more than seventy-two consecutive hours pursuant to Section 11.32.060 of this chapter.

(Ord. 2267 § 2 (part), 2005; Ord. 1184, 1967)

(Ord. No. 2016-2410, § 7, 3-15-2016)

11.32.365 Unattended heavy-duty detached trailers—Parking restrictions in commercial and industrial districts.

- A. No person shall park any unattended heavy-duty detached trailer more than three hours on any street designated by city council resolution in a commercial or industrial district where signs are posted, except:
1. While actually loading or unloading property and the time to complete the evolution in addition to such three-hour period is reasonably necessary to complete the work; or
 2. When such vehicle is parked in connection with, and in aid of, the actual performance of a service to or on a property in the block in which such vehicle is parked and the time to complete the evolution in addition to such three hour period is reasonably necessary to complete such service.
- B. For the purpose of this section, an "unattached heavy-duty detached trailer" means a single trailer or combination of trailers having two axles or more or weighing more than ten thousand pounds GVWR (gross vehicle weight rating), any single trailer or combination of trailers twenty feet or more in length, or any single

trailer or combination of trailers six feet, eight inches or more in width, including dump truck trailers, dollies, moving van trailers, pole or pipe dollies, house or travel trailers, or flat bed or enclosed trailers, none of which is attached to a truck, tractor or similar vehicle capable of towing, pulling or otherwise moving the trailer.

- C. For purposes of this section, a "commercial or industrial district" means any block, street or streets where the contiguous property on that block is zoned for a commercial or industrial occupancy pursuant to Chapters 18.16 or 18.18 of this code.
- D. After a parking citation has been issued, any unattended heavy-duty detached trailer parked in violation of this section may be towed from any street upon which signage authorizing removal is posted, in addition to being subject to tow when parked for more than seventy-two consecutive hours pursuant to Section 11.32.060 of this chapter.

(Ord. 2267 § 2 (part), 2005)

11.32.366 Parking recreational vehicles on city streets—Restricted.

- A. The city council finds that the increase in the number of recreational vehicles parked on city streets, highways, alleys, public ways or public places, or public rights-of-way has a detrimental effect on the public health, safety, and welfare of the residents and negatively affects the quality of life in the city. The purpose and intent of the city council is to establish a process to allow a city resident to park the recreational vehicle on a city street for a limited period of time.
- B. No person shall park or leave standing any recreational vehicle, whether motorized or not, whether attached to motorized vehicle or not, at any time upon any highway, street, alley, public way, or public place, except as otherwise allowed, in the City of National City except:
 - 1. While a person is actively loading or unloading a recreational vehicle for a period not to exceed two hours; or
 - 2. When the registered owner or lessor of a recreational vehicle is in possession of a permit issued pursuant to subsection 11.32.366.C.
- C. For the purpose of this section, "recreational vehicle" is any vehicle which exceeds twenty feet (20') in length, seven feet (7'") in width or eight feet (8') in height that shall include, but is not limited to the following:
 - 1. Camp trailers (CVC Section 242);
 - 2. Fifth-wheel travel trailers (CVC Section 324);
 - 3. House cars (CVC Section 362);
 - 4. Trailer coaches (CVC Section 635);
 - 5. Mobile homes (CVC Section 396);
 - 6. Boats and/or trailers, including jet skis and/or jet ski trailers;
 - 7. Dune buggies and off-road or all-terrain vehicles and/or trailers;
 - 8. Attached or unattached trailers used for the transportation of equipment, vehicles, or animals;
 - 9. Recreational vehicles (California Health & Safety Code Section 18010);
 - 10. Folding camper trailers;
 - 11. Any other motorized or towed vehicle designed, maintained or used primarily for recreational purposes.

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12. Exclusions include pick-up trucks without campers and passenger vans that exceed the recreational vehicle height definition.
 - D. Temporary Parking Permit Process.
 1. The Director of Community Development, or designee, has the authority to adopt rules and regulations governing the permit process, and to issue permits for the parking of a recreational vehicle on a street if:
 - a. A written application is made to the Director of Community Development on a form established by the Director of Community Development, or designee;
 - b. The fees described in subsection 11.32.366.F are paid; and
 - c. The Director of Community Development, or designee, determines that the parking of the recreational vehicle will not create a safety hazard.
 2. The permit shall be issued to a city resident or city property owner.
 3. The permit shall include the name and address of the city resident or the city property owner, the license plate number of the recreational vehicle, the date of issuance, and the date(s) that the permit is valid.
 4. The permit shall be valid only within the same block of the resident's or property owners' address, or upon a street adjacent to the resident's address, on either side of the street.
 5. The permit shall be valid for no longer than twenty-four hours.
 6. A city resident or city property owner may obtain no more than three permits at one time for a period of no longer than seventy-two consecutive hours.
 7. A city resident or city property owner may not obtain more than six permits in any calendar month. A city resident or city property owner may not obtain more than seventy-two permits in any calendar year.
 8. There shall be three days between the expiration of a permit, or if a city resident or city property owner obtained two or three permits at one time the expiration of the second or third permit, and the issuance of another permit to the same city resident or city property owner.
 9. The city resident or city property owner shall display the permit in the recreational vehicle in such a manner that it is clearly visible to city enforcement officers.
 10. The permitted recreational vehicle shall be subject to all applicable parking restrictions of the National City Municipal Code and the CVC.
 11. A city resident or city property owner in possession of a permit must comply with all state and local laws, including posted parking restrictions.
 12. The fee for obtaining a permit shall be established by resolution of the city council. The fee shall be included in the city's fee schedule.
 - E. Any person violating this section is punishable as prescribed in Section 1.20.010.
 - F. As an alternative to subsection E., a violation of any provision of this section may be punishable with an administrative citation or other civil or administrative remedy pursuant to Title 1 of the National City Municipal Code.

(Ord. No. 2016-2410, § 8, 3-15-2016)

11.32.370 Public parks.

It is unlawful to park any motor vehicle in a public park in the city other than on a public street or in an area designated by signs as a public parking area.

(Ord. 1205 (part), 1968)

11.32.371 Public property.

It is unlawful to park or leave standing any motor vehicle on land owned or in possession of the city or the Community Development Commission – Housing Authority of the City, other than in an area designated for public parking. Where signs are posted giving notice of removal, any vehicle parked or left standing in violation of this section may be removed by the police department.

(Ord. 1936, 1988)

11.32.380 Parking or obstruction of fire lane prohibited—Towing authorized.

No vehicle shall be parked or obstruction maintained within a fire lane as defined in the Uniform Fire Code as adopted by this code. No owner or person in lawful possession or control of a fire lane shall allow the parking of a vehicle or maintenance of an obstruction to a fire lane as described herein.

Any vehicle or obstruction which violates this section may be removed by city employees or a designated representative of the city. Vehicles shall only be removed as provided in the CVC.

(Ord. 1774, 1982)

11.32.390 Unauthorized parking in reserved parking spaces prohibited.

No person, other than the person for whom the parking space is reserved, shall stop, stand or park a vehicle within a reserved parking space located on any off-street parking facility owned or operated by the city. Any vehicle parked in violation of this section is subject to removal by the police department. All reserved parking spaces shall be appropriately marked by a permanent sign and/or pavement markings installed by the Director of Public Works or designee.

(Ord. 1880, 1986)

11.32.400 Unauthorized temporary parking in street sweeping zones prohibited.

- A. No person shall park any vehicle on that portion of any street on the days, and between the hours, designated by the city council for the purpose of street cleaning. Each portion of each street so designated shall be posted with signs giving notice of the days, and the hours, of the parking prohibition effective on that portion of the street. This prohibition shall not apply to a vehicle which, after the street-sweeper has passed, is then parked on a restricted portion of the street during the posted hours.
- B. Upon establishment of permit parking zones, the City Engineer or designee is hereby directed to add street sweeping parking restrictions throughout the permit parking zone. Any vehicle parked in violation of this section may also be towed after a parking citation has been issued, provided a sign has been posted authorizing the removal of vehicles parked in violation of such parking restriction.

11.32.410 Parking violation—Penalties.

- A. The registered owner, lessee or renter of a vehicle cited for violation of the provisions of Chapter 7.18 or 11.32 of this code or the CVC shall pay the fine as indicated within twenty-one days from the date the citation was issued.

- B. The failure of the registered owner, lessee or renter of the cited vehicle to pay the parking fine within twenty-one days of the issuance of the citation shall result in the penalty being increased to double the amount of the original penalty amount, i.e., penalty x 2.
- C. Parking penalty fines are set to amounts consistent with the then current recommendations of the San Diego County parking penalty committee, on file in the office of the city clerk, in accordance with CVC Section 40203.5(a).
- D. In accordance with CVC Section 4760, the city shall file an itemization of unpaid parking penalties, including administrative fees and the amount of costs of the city for costs of service, with the Department of Motor Vehicles for collection with the registration of the vehicle.

(Ord. 2189, 2001: Ord. 2067, 1993: Ord. 1992, 1990: Ord. 1902, 1987)

Chapter 11.33 PARKING METERS

11.33.010 Parking Meter Zones—Establishment—Authority.

- A. The City Engineer, by ordinance of the city council, and pursuant to the provisions of CVC Section 22508, may establish parking meter zones to aid in the regulation, control and inspection of the parking of vehicles and/or to increase utilization and turnover to support local businesses and economic development. Metered blocks within designated parking meter zones shall be established based on parking surveys of streets or portions of streets that demonstrate a parking occupancy rate of 80% or greater during the time of survey.
- B. Upon authorization by the city council, the City Engineer or Director of Public Works shall cause parking meters or pay stations to be installed, paid parking spaces to be designated, and required signage to be displayed within parking meter zones, as hereinafter provided. Modifications or elimination of parking meter zones shall be established by amendments to ordinance of the city council.
- C. The regulation of traffic by parking meters or pay stations and the use of any approved method of payment in such meters shall become effective upon the installation of appropriate parking meters or pay stations and signs thereon, giving notice of such paid parking regulation and rate.

(Ord. XXX)

11.33.020 Parking Meter Zones—Designated.

Parking meter zones are hereby designated upon those public streets or portions of streets described herein in which parking of vehicles shall be regulated by parking meters or pay stations between the hours and on days specified in Section 11.33.060:

- A. National City Boulevard to the west, Highland Avenue to the east, 18th Avenue to the south, and 7th Avenue to the north.

(Ord. XXX)

11.33.030 Parking Meter Rates and Time limits—Authority.

- A. It is the intent of the city council to establish a target utilization rate of 80% for all parking meters and pay stations within the city. Utilization rate refers to the amount of time that vehicles occupy a paid parking space during the allowed hours of operation of the parking meter or pay station. The establishment of the target utilization rate of 80% is based on well-accepted parking management studies and review of targets

established by other municipalities. The city council finds that the establishment of the target utilization rate of 80% is one of the most effective strategies for managing on-street parking and for recovering at least a portion of the estimated reasonable costs associated with parking, traffic control and management impacting the parking of vehicles within parking meter zones.

- B. Under the authority of CVC Section 22508, the city council establishes a paid parking rate of \$0.25 for each 15-minute interval up to the maximum legal time limit established for each parking meter or pay station. Said rate shall be and remain in effect, unless modified by amendments to ordinance of the city council. The City Engineer or Director of Public Works shall cause to be programmed all parking meters and pay stations within designated parking meter zones the established rates for deposit of funds.
- C. When any vehicle is parked in any space alongside of or next to a single-space parking meter which is located in accordance with the provisions of this Chapter, or when any vehicle is parked in any space or zone adjacent to which a multi-space pay station is located in accordance with the provisions of this Chapter, the operator of said vehicle shall, upon entering said parking space or zone, immediately cause to immediately purchase time using an approved method of payment, according to the time interval desired within the maximum limit and at the displayed parking rates.
- D. Time limits for parking meters and pay stations shall be established at intervals of 15 minutes not to exceed a maximum of two hours for single vehicle use during the hours and days specified in Section 11.33.040. The City Engineer is authorized to establish shorter maximum time limits on streets or portions of streets within parking meter zones based on evaluation of parking demand, parking utilization, type and operations of adjacent land uses, and other relevant factors. Time limits shall be clearly displayed consistent with the requirements of Section 11.33.050.
- E. During a fiscal year, the City Engineer or Director of Public Works may adjust pay station and meter rates up or down \$0.25 per hour based on average occupancy rates in order to achieve a target occupancy rate of 80 %. Any increase over \$0.25 per hour in a fiscal year shall require City Council approval.
- F. Unless otherwise permitted by signs, no person shall stop, stand, or park a vehicle in a parking meter zone between the hours designated within the parking meter zone of any day for longer than the prescribed period. For the purposes of this section, the term parking meter zone means an area in which signs, parking meters or curb markings prescribe a designated period for parking of vehicles.
- G. When temporary special parking or traffic conditions require different hours or days of parking restrictions, the City Engineer or Director of Public Works may vary the hours and days during which the restrictions in the parking meter zones shall be in effect; and, when authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle contrary to the direction or provisions of such signs.

(Ord. XXX)

11.33.040 Parking Meters—Time of operation.

- A. Parking meters and pay stations shall be operated in parking meter zones every day between the hours of 8:00 a.m. and 6:00 p.m., except Sundays and holidays. Modifications to hours of operation of parking meters shall be established by amendments to ordinance of the city council.
- B. The City Engineer or Director of Public Works may set and adjust the time period of operation of parking meters before 8:00 a.m., but no earlier than 7:00 a.m., and later than 6:00 p.m., but no later than 11:00 p.m., every day except on Sundays and holidays, but in no event for a length of time less than ten hours each day, consistent with achieving the target utilization rate of 80%.

(Ord. XXX)

11.33.050 Parking Meters—Installation, maintenance and operation.

- A. The Director of Public Works is hereby authorized to install or place parking meters and pay stations with appropriate parking space markings and signage in such parking meter zones as designated in Section 11.33.020 and in accordance with the provisions of this Chapter; and the Director of Public Works or designee is hereby directed to maintain said parking meters and pay stations, parking space markings and signage in good workable condition.
- B. Single-space parking meters installed in parking meter zones established as provided in Section 11.33.010 shall be placed upon the curb immediately adjacent to individual parking spaces. The hours of operation and time limits shall be clearly displayed on the meter standards and/or posted on signs within the parking meter zone or portions thereof. Each single-space parking meter shall be placed or set in such manner as to display whether the parking space adjacent to that meter is legally in use or not. Upon purchase of time using an approved method of payment, each single-space parking meter shall be set to display the amount of time remaining for legal parking and shall continue to operate for that period of time not exceeding the limit of parking time which has been established for that space or zone. Upon the expiration of legal parking time, each single-space parking meter shall indicate by proper signal that the lawful parking period has expired.
- C. Multi-space pay stations installed in parking meter zones established as provided in Section 11.33.010 shall be placed upon the curb immediately within the parking meter zone or portions thereof to which they apply. The hours of operation and time limits shall be posted on signs within the parking meter zone or portions thereof. Upon the purchase of time using an approved method of payment, a multi-space pay station shall either produce a receipt to be used by the parking user as proof of valid parking as described in Section 11.33.070, or electronically record the expiration of the time purchased for an individual parking space entered by the parking user, which may be checked for enforcement or other purposes. In order to be valid or otherwise considered effective. A vehicle is lawfully parked in a parking meter zone if:
 - 1. Pay and Display. The vehicle displays a receipt which is legible to an enforcement officer, evidencing purchase of parking meter time at the posted parking rate and within the maximum time limit at the multi-space parking meter located immediately adjacent to the parking meter zone where the vehicle is parked. The receipt shall indicate the expiration of parking time, which shall be the equivalent of the expiration time indicated by the parking meter; or
 - 2. Pay by Space. The vehicle is parked in a numerically designated parking space which has a multi-space parking meter that does not produce a receipt for display, but which indicates a valid parking time.
 - 3. Pay by Plate. The license plate number is entered into the pay station on an alphanumeric keyboard that does not produce a receipt for display, but which indicates a valid parking time.
- D.
- E. Pursuant to the provisions of CVC Section 22508, a local authority may accept but shall not require payment of parking meter fees by a mobile device.

(Ord. XXX)

11.33.060 Parking Meters—Parking regulated.

- A. The Director of Public Works is instructed to have lines or markings painted or placed upon the curb or upon the street adjacent to each single-space parking meter for the purpose of designating the parking space for which said meter is to be used, and each vehicle parking alongside of or next to any single-space parking meter shall park within the lines or markings so established.
- B. The Director of Public Works is instructed to have lines or markings painted or placed upon the curb or upon the street in any parking meter zone that is controlled by a multi-space parking meter that does not produce a receipt to be used by the parking user as proof of valid parking as described in Section 11.33.070.

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- C. No person shall park any vehicle across any line or marking or park said vehicle in such position that the same shall not be entirely within the area so designated by such lines or markings.
 - D. When a parking space in any parking meter zone is parallel to the adjacent curb or sidewalk, any vehicle parked in such parking space shall be parked so that the foremost part of such vehicle shall be alongside of and nearest the single-space parking meter except where the single-space parking meter is mounted to the rear of the parking space, in which case, any vehicle parked in such parking space shall be parked so that the rearmost part of such vehicle shall be alongside of and nearest the single-space parking meter.
 - E. When a parking space in any parking meter zone is diagonal to the curb or sidewalk, any vehicle parked in such parking space shall be parked with the foremost part of such vehicle directly at and nearest to such single-space meter except where the single-space parking meter is mounted to the rear of the parking space, in which case, any vehicle parked in such parking space shall be parked so that the rearmost part of such vehicle shall be directly at and nearest to such single-space parking meter.

(Ord. XXX)

11.33.070 Parking Meters—Overtime.

No person shall permit a vehicle to remain parked in any parking meter zone when the meter, receipt, card, or electronic device, as provided in Section 11.33.050, shows the parking time has expired.

(Ord. XXX)

11.33.080 Parking Meters—Extra time prohibited.

- A. No person shall permit a vehicle to remain parked beyond the period of legal parking time established for any parking meter.
- B. No person shall purchase time from any parking meter using any method of payment for the purpose of increasing or extending the parking time of any vehicle beyond the legal parking time which has been established for the parking space or zone adjacent to which said parking meter is placed.
- C. It is unlawful for any person to re-park a vehicle under their control or in their custody within the same block face or parking facility after the expiration of the two-hour time limit. The vehicle may not return to the initial block face or parking facility sooner than two hours following the expiration of the initial time period.

(Ord. XXX)

11.33.090 Parking Meters—Tampering with.

It shall be unlawful for and a violation of the provisions of this Chapter for any unauthorized person to deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meters installed under the provisions of this Chapter.

(Ord. XXX)

11.33.100 Parking Meters—Improper use prohibited.

It shall be unlawful and a violation of the provisions of this Chapter to deposit or cause to be deposited in any parking meter any slug, device or substitute for a lawful coin of the United States.

(Ord. XXX)

11.33.110 Parking Meters—Payment by unauthorized person prohibited.

No person, other than the owner or operator of a vehicle, shall deposit payment in any parking meter without the knowledge or consent of said owner or operator of the vehicle using the parking space regulated by such meter.

(Ord. XXX)

11.33.120 Parking Meters—Limitations on use for certain purposes.

No person other than an authorized employee of the City shall attach anything to a parking meter or parking meter standard. No person shall allow a bicycle, news rack or any other object to lean against a parking meter or a parking meter standard.

(Ord. XXX)

11.33.130 Parking Meters—Collection of deposited coins.

The Director of Community Development is authorized to designate parking regulations officers, either employed by the city or under contract, to make regular collections of the coins deposited in the parking meters and deliver those coins collected to the city finance department for accounting.

(Ord. XXX)

11.33.140 Parking Meters—Use of funds collected.

All funds collected from parking meters in the city shall be placed in a special fund, which fund shall be devoted exclusively to any or all of the following purposes:

- A. The purchasing, leasing, installing, inspecting, repairing, maintaining, operating, removing, regulating, enforcing, and managing of parking meters in the city and for the payment of any and all expenses relating or incidental thereto;
- B. The proper regulation, control and inspection of parking and traffic upon the public streets;
- C. The painting and marking of streets and curbs required for the direction of traffic and parking of motor vehicles;
- D. The installation and maintenance of traffic control devices and signals;
- E. Increasing the parking supply through purchasing, leasing, and acquiring of off-street parking facilities in the city, including inspecting, repairing, maintaining, operating, regulating, enforcing, and managing said facilities;
- F. To be pledged as security for the payment of principal and interest on off-street parking facility revenue bonds issued by the city or parking authority.
- G. Managing the existing parking inventory, including such measures as, but not limited to, parking evaluations, reconfiguration of existing on-street parking inventory, employee parking programs, reducing excessive red curb, removal of abandoned driveways and replacement with matching sidewalk, curb, and gutter, and mitigation of any adverse effects resulting from the implementation of such program
- H. Providing mobility (parking and access) information through wayfinding signage or media (maps, videos, apps or other tools), which communicates the location, availability, cost, and other pertinent information of parking options and provides navigation in and between in the parking meter zone.
- I. Providing funding for community shuttles or circulator systems with the goals to connect passengers to and from the parking meter zone, to reduce parking demand in the meter zone and to assist in the mobility of those parked around the parking meter zone.

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- J. Enhancing mobility within the parking meter zone and facilitating the use of alternative forms of transportation to reduce parking demand (e.g., community shuttles, public transit, bicycling, and walking) through activities and improvements including, but not limited to, designing and installing: bike and pedestrian amenities (bike parking, corrals, and bike lanes; pedestrian ramps, crossings, pop-outs, sidewalks, countdown indicators, rectangular rapid flashing beacons); signage; and shuttle stops.

(Ord. XXX)

Chapter 11.34 TRUCK IDLING AND PARKING MANEUVERS NEAR A SCHOOL OR RESIDENCE

11.34.010 Findings and purpose.

- A. Air Pollution is a Public Health Concern in California. The San Diego Air Basin is currently designated as nonattainment for the state and federal ozone standard, and the state's particulate matter standards. Air pollution can cause or aggravate illnesses such as acute respiratory infections, asthma, chronic bronchitis, emphysema, and lung cancer. In addition to health impacts, air pollution imposes significant economic costs and negative impacts on our quality of life (nuisance).
- B. The purpose of this chapter is to reduce public exposure to diesel particulate matter and other air contaminants by limiting the idling and practice of parking maneuvers of diesel fueled commercial vehicles. The purpose of this chapter is also to reduce such exposure especially to school-age children.
- C. The air resources board identified diesel exhaust particulate matter as a toxic air contaminant. Particulate matter (PM-10) can collect in lungs where it can increase the number and severity of asthma attacks, cause aggravated bronchitis, and cause other lung diseases. Particulate matter can also exacerbate other illnesses. Ozone is a strong irritant which can restrict airways, resulting in difficulty breathing and forcing respiratory and cardiovascular systems to work harder. Chronic exposure reduces lung capacity, lower stamina, and leaves people vulnerable to long-term respiratory problems. Ozone is especially harmful to children, senior citizens and those suffering from asthma or existing heart and lung disease.
- D. Public agencies can play an important role in improving air quality by limiting the amount of time engines are allowed to idle within their jurisdiction. Public agencies have the responsibility to lead the effort to improve air quality by adopting ordinances that are cost-effective in reducing ozone precursor emissions and toxic air contaminants.
- E. A study of idling exhaust emissions conducted by the U.S. Environmental Protection Agency (EPA420-R-02-025, October 2002) indicates that a typical 1980's—2001 model year truck operating on diesel fuel emits one hundred forty-four grams per hour of nitrogen oxide and eight thousand two hundred twenty-four grams per hour of carbon dioxide emissions and consumes about 0.82 gallons of diesel fuel per hour while idling.
- F. A limitation on engine idling is established by the city of National City to discourage the idling of engines in the city.
- G. The practice of commercial vehicles practicing repeated parking maneuvers near schools and residences contributes to the emission of toxic air contaminants in a manner similar to idling. A limitation on practicing parking maneuvers near schools and residences is established to discourage the emissions of toxic air contaminants.

(Ord. 2292 § 1 (part), 2007)

11.34.020 Definitions.

The following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. "Commercial motor vehicle" means any vehicle or combination of vehicles as defined in CVC Section 15210(b) and any other motor truck with a gross vehicle weight rating of ten thousand one pounds or more, except for either a zero-emission vehicle or a pickup truck as defined in CVC Section 471.
- B. "Driver" means any person who drives, operates, or is in actual physical control of a vehicle.
- C. "Emergency" means sudden, urgent, usually unforeseen occurrence.
- D. "Gross vehicle weight rating" means the weight specified by the manufacturer as the maximum loaded weight of a single vehicle.
- E. "Idling" means the engine is running while the vehicle is stationary.
- F. "Vehicle" means any on-road, self-propelled vehicle that is required to be registered and have a license plate by the Department of Motor Vehicles. G. "Vehicle/equipment owner" means the registered owner, lessee, licensee or bailee of any heavy- or medium-duty vehicle who operates or directs the operation of any such vehicle on either a for hire or not for hire basis.

(Ord. 2292 § 1 (part), 2007)

11.34.030 Applicability.

This chapter applies to all diesel fueled commercial motor vehicles with a gross vehicle weight rating over ten thousand pounds.

(Ord. 2292 § 1 (part), 2007)

11.34.040 Idling.

- A. A driver of a commercial motor vehicle:
 - 1. Shall turn off the engine upon stopping at a destination;
 - 2. Shall not cause or allow an engine to idle at any location for more than five consecutive minutes; and
 - 3. Shall not cause or allow a vehicle to idle at any location within one hundred feet of a school for:
 - a. More than five consecutive minutes, or
 - b. A period or periods aggregating more than five minutes in any one hour.
- B. A private property owner shall not allow a vehicle located on the owner's property to violate the provisions of this chapter. A private property owner shall notify owners and operators of vehicles entering the owner's private property of the requirements of this chapter.

(Ord. 2292 § 1 (part), 2007)

11.34.050 Exemptions.

- A. This chapter does not apply to a vehicle for the period or periods during which:
 - 1. Idling is necessary while stopped:
 - a. For an official traffic control device,
 - b. For an official traffic control signal,
 - c. For traffic conditions over which the driver has no control, including, but not limited to, stopped in a line of traffic, stopped at a railroad crossing, or stopped at a construction zone, or

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- d. At the direction of a peace officer;
 - 2. Idling is necessary to ascertain that the vehicle is in safe operating condition, equipped as required by all provisions of law, and all equipment is in good working order, either as part of the daily vehicle inspection or as otherwise needed, provided that such engine idling is mandatory for such verification;
 - 3. Idling is necessary for testing, servicing, repairing or diagnostic purposes;
 - 4. Idling is necessary for a period not to exceed three to five minutes (as per the recommendation of the manufacturer) to cool down a turbo charged heavy-duty vehicle before turning the engine off;
 - 5. Idling is necessary to accomplish work for which the vehicle/equipment was designed, other than transporting goods, such as operating a lift, crane, pump, drill, hoist, mixer or other auxiliary equipment other than a heater or air conditioner;
 - 6. Idling is necessary to operate a lift or other piece of equipment designed to ensure safe loading and unloading of goods and people;
 - 7. Idling is necessary to operate defrosters, heaters, air conditioners, or other equipment to prevent a safety or health emergency, but not solely for the comfort of the driver or passengers.
 - a. The only exception for driver comfort would be a vehicle driver that is required to have rest time by law. In this case, the driver may only idle at a designated rest area or truck stop and will not idle within one thousand feet of a residential area or school,
 - b. The only specific exception for passenger comfort would be vehicles with a passenger onboard with a disability or health condition that would be critically aggravated if the vehicle were not maintained at an adequate temperature,
 - c. In the event idling is necessary to operate defrosters, heaters, air conditioners, or other equipment to prevent a safety or health emergency, but not solely for the comfort of the driver or passengers, such idling shall not occur within one hundred feet of a residence or a school;
 - 8. Idling is necessary solely to recharge a battery or other energy storage unit of a hybrid electric vehicle/equipment;
 - 9. Idling is necessary to operate equipment that runs intermittently.
- B. Nothing in this chapter allows idling in excess of other applicable laws, including but not limited to:
- 1. Title 13 Code of Regulations Section 2480—Requirements/restriction of idling near a school.
 - 2. Title 13 Code of Regulations Section 2485—Requirement/restriction of idling.
 - 3. CVC Section 22515—Requirements for leaving a motor vehicle unattended.
 - 4. Any local provision of this code or requirement as stringent as, or more stringent than, this chapter.

(Ord. 2292 § 1 (part), 2007)

11.34.060 Practicing parking maneuvers.

- A. A driver of a commercial motor vehicle shall not practice parallel parking, angled parking, perpendicular parking, or any type of parking, for the purpose of driver instruction, improvement, or education, within one hundred feet of a school.
- B. A driver of a commercial motor vehicle shall not practice parallel parking, angled parking, perpendicular parking, or any type of parking, for the purpose of driver instruction, improvement, or education, within one hundred feet of a residential neighborhood.

(Ord. 2292 § 1 (part), 2007)

11.34.070 Enforcement.

This chapter may be enforced by the local air pollution control or air quality management district, and/or any peace officer as defined in Penal Code Section 830 et seq., and their respective agencies authorized representative(s).

(Ord. 2292 § 1 (part), 2007)

11.34.080 Penalty.

Any violation of this chapter for which a penalty is not provided shall be punished according to Chapter 11.12 of this code.

(Ord. 2292 § 1 (part), 2007)

11.34.090 Severability of provisions.

The city council declares that the invalidity of any section or portion of this chapter shall not affect the validity of any other remaining section or portion; that the council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision is determined by a court to be invalid, it shall be severed, or if it can be judicially interpreted in a way that would harmonize it with the remaining provisions, then it may be applied as interpreted, so as to give full purpose, meaning and effect to the remaining provisions of this chapter.

(Ord. 2292 § 1 (part), 2007)

Chapter 11.36 MISCELLANEOUS DRIVING RULES

11.36.010 Driving through funeral processions.

No driver of a vehicle shall drive between vehicles comprising a funeral procession while they are in motion and when the vehicles in such processions are conspicuously so designated.

(Ord. 827 § 43, 1951)

11.36.020 Clinging to moving vehicles.

Any person riding upon any bicycle, motorcycle, coaster, roller skates or any toy vehicle shall not attach the same or himself to any moving vehicle upon any roadway.

(Ord. 827 § 44, 1951)

11.36.030 Driving on sidewalk.

The driver of a vehicle shall not drive within any sidewalk area or any parkway except at a permanent or temporary driveway.

(Ord. 827 § 45, 1951)

11.36.040 New pavement.

No person shall ride or drive any animal or any vehicle over or across any newly made pavement or freshly painted marking in any street when a barrier or sign is in place warning persons not to drive over or across such pavement or marking, or when a sign is in place stating that the street or any portion thereof is closed.

(Ord. 827 § 46, 1951)

11.36.050 Restricted access.

No person shall drive a vehicle onto or from any limited access roadway except at such entrances and exits as are established by public authority.

(Ord. 827 § 47, 1951)

11.36.060 Freeway use.

No person shall drive or operate any bicycle, or any vehicle which is not drawn by a motor vehicle upon any street established as a freeway, as defined by the CVC, nor shall any pedestrian walk across or along any such street so designated and described except in space set aside for the use of pedestrians, provided official signs are in place giving notice of such restrictions.

(Ord. 827 § 48, 1951)

11.36.070 Traffic control devices—Damaging.

It is unlawful for any person to tear down, damage, mutilate or destroy any sign, sign-board, notice or traffic signal placed or affixed by the city, which sign is intended to direct or regulate traffic within the city.

(Ord. 827 § 49, 1951)

11.36.080 Vehicles on private property.

No person shall stop, stand or park any vehicle in a private driveway or on private property without the direct or implied consent of the owner or person in lawful possession of such driveway or property.

(Ord. 827 § 50, 1951)

11.36.090 Driving in park—Prohibited.

A. Definitions.

1. As used in this section, "motor vehicle" includes automobiles, motorcycles, motor bikes or any device which derives its motive power from internal combustion engines.
2. A "public park" is any land within the corporate limits which has been dedicated and accepted as a public park.
3. As used in this section "public street" means any street, roadway, or highway, or alley, or court dedicated to and accepted as a public street.

B. Driving in Parks Prohibited. It is unlawful to operate a motor vehicle in a public park in the city other than on a public street.

(Ord. 1205 (part), 1968)

11.36.100 Driving in park—Violation—Penalty.

A violation of Sections 11.36.090 through 11.36.120 is a misdemeanor punishable by a fine of five hundred dollars and/or imprisonment for a period not to exceed six months.

(Ord. 1205 (part), 1968)

11.36.110 Driving in park—Damage.

Any person who violates Sections 11.36.090 through 11.36.120 and thereby causes damages to public park property shall be responsible for the cost of repairing said damage.

(Ord. 1205 (part), 1968)

11.36.120 Driving in park—Permitted.

The city council may suspend the application of Sections 11.36.090 through 11.36.120 to any person or persons, for the purpose of conducting special events in public parks.

(Ord. 1205 (part), 1968)

Chapter 11.37 PERMIT PARKING

11.37.010 Findings and purpose.

- A. The purpose of this Chapter is to outline the process, authority and evaluation criteria for establishing permit parking zones along designated public streets or portions thereof within the city that will provide preferential parking privileges to permit holders and their guests.
- B. CVC Section 22507 allows local authorities, by ordinance or resolution, to designate certain streets or portions thereof upon which preferential parking privileges are given to residents or employers adjacent to the designated streets for their use or the use of their guests / employees under which the residents or their guests / employees may be issued a permit that exempts them from specific parking restrictions or prohibitions as defined in the ordinance or resolution.
- C. Preferential permit parking districts and zones support the following initiatives of the city council:
 - 1. Increase parking utilization;
 - 2. Support economic development while mitigating the impacts of spillover parking into surrounding residential neighborhoods;
 - 3. Prohibit long-term parking by non-residents;
 - 4. Provide opportunities for local residents to park near their homes;
 - 5. Promote the safety, health and welfare of all the residents of the city by reducing unnecessary personal motor vehicle travel, noise and pollution, and by promoting improvements in air quality, the convenience and attractiveness of urban residential living, and the increased use of public mass transit facilities available now and in the future. The public welfare will also be served by ensuring a more stable and valuable property tax base in order to generate the revenues necessary to provide essential public services.
- D. This Chapter does not apply to resident-initiated requests for establishment of preferential permit parking districts, which is governed by City Council Policy 710, or any area located within the Coastal Zone as defined in Section 18.29.030 of the Code.

11.37.020 Permit Parking Districts—Designated.

The following permit parking districts are hereby designated for the purpose of establishing preferential parking privileges based on the findings and purpose established in Section 11.37.010:

- A. Downtown Parking District
 - 1. Defined as all streets and portions of streets owned and maintained by the City of National City within the area bounded by Division Street to the north, 16th Street to the south, Highland Avenue to the east and Interstate 5 to the west.
 - 2. Incorporates all streets and portions of streets owned and maintained by the City of National City within the Downtown Specific Area Plan boundary as adopted by city council and inclusive of any amendments thereto.

(Ord. XXX)

11.37.030 Permit Parking Zones—Establishment—Authority.

- A. The City Engineer, by ordinance or resolution of the city council, and pursuant to the provisions of CVC Section 22507, may establish preferential permit parking zones to aid in the regulation, control and inspection of the parking of vehicles, increase parking utilization, and/or mitigate the impacts of spillover parking from nearby developments or businesses. Zones shall be established within designated preferential permit parking districts based on parking surveys of streets or portions of streets that demonstrate a parking occupancy rate of 80% or greater during the time of survey.
- B. The City Engineer shall rely on the data collected from the parking surveys and/or planning studies conducted in and around the proposed permit parking zone to recommend appropriate parking restrictions or prohibitions by time of day and day of week to the city council.
- C. Upon authorization by the city council, the City Engineer or Director of Public Works shall cause appropriate signage to be displayed within permit parking zones. Modifications or elimination of permit parking zones shall be established by amendments to ordinance or resolution of the city council.
- D. The regulation of permit parking zones shall become effective upon the installation of appropriate signage giving notice of parking restrictions or prohibitions, at which point only vehicles displaying a valid parking permit or those vehicles registered to permit holders displaying valid license plates shall be exempt from said parking restrictions or prohibitions.
- E. The City Manager or designee has the authority to establish permit parking fees, which may differ between permit parking zones, based on the type and operations of surrounding land uses and/or market driven factors. Permit fees for each zone shall be established by ordinance or resolution of the city council and be included in the city's fee schedule. A copy of the fee schedule shall be filed in the rate book of fees on file in the Office of the City Clerk.
- F. Applications for parking permits may be obtained through the office of the City Engineer. The number and type of permits issued to residents or employers and their guests / employees may differ between permit parking zones based on data collected from the parking surveys and other factors such as type and operations of surrounding land uses and/or the availability of off-street parking within the zone. Permit requirements for each permit parking zone shall be established by ordinance or resolution of the city council.
- G. When temporary special parking or traffic conditions require different hours or days of parking restrictions, the City Engineer or Director of Public Works may vary the hours and days during which the restrictions in the permit parking zones shall be in effect; and, when authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle contrary to the direction or provisions of such signs.

(Ord. XXX)

11.37.040 Permit Parking—Penalty provisions.

- A. It shall be unlawful and a violation for any person to stand or park a motor vehicle for a period exceeding the posted time limitation or in violation of the parking prohibition established for a permit-parking zone pursuant to ordinance or resolution of the city council. Said violation shall be an infraction punishable in accordance with the provisions of this Title.
- B. It shall be unlawful and a violation for a person to falsely represent him/herself as eligible for a parking permit or to furnish false information in an application for a parking permit.
- C. It shall be unlawful and a violation for a person holding a valid parking permit issued by the city to permit the use or display of such permit on a motor vehicle other than that for which the permit is issued. Such conduct shall constitute an unlawful act and violation both by the person holding the valid parking permit and by the person who uses or displays the permit on a motor vehicle other than that for which it is issued.

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- D. It shall be unlawful and a violation for a person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit or permits without written authorization from the City Engineer. It shall further be unlawful and a violation for a person to knowingly use or display a facsimile or counterfeit parking permit in order to evade the parking restrictions or prohibitions established for a permit-parking zone.
- E. Any violation of Sections 11.37.040.B through 11.37.040.D shall be deemed a misdemeanor punishable in accordance with the provisions of this Title.

(Ord. XXX)

11.37.050 Revocation of Parking Permit.

The City Engineer or designee is authorized to revoke the parking permit of any person found to be in violation of this Chapter and, upon written notification thereof, the person shall surrender such permit to the City Engineer. Failure to surrender a parking permit when so requested shall constitute a violation of law.

(Ord. XXX)

Chapter 11.40 STREET USE RESTRICTIONS

11.40.040 Trains—Blocking streets prohibited.

No person shall operate any train or train of cars, or permit the same to remain standing so as to block the movement of traffic upon any street for a period of time longer than five minutes.

(Ord. 827 § 88, 1951)

11.40.050 Truck routes—Designated.

The City Engineer may designate certain streets as truck routes for the movement of motor vehicles exceeding a maximum gross vehicle weight of six thousand pounds for the purpose of goods movement and to mitigate cut-through truck traffic in residential neighborhoods. Designated truck routes within the city shall be established by resolution of the city council. A map of designated truck routes shall be maintained in the office of the City Engineer and made available to the public upon request.

11.40.060 Truck routes—Use required.

All motor vehicles exceeding a maximum gross weight of six thousand pounds are prohibited from using all other streets within said city, excepting commercial vehicles using any such street by direct route to and from the through routes for the movement of motor vehicles of more than six thousand pounds specified in Section 11.40.050, for the purpose of delivering or loading for transportation goods, wares or merchandise, and also excepting any vehicle which is subject to the provisions of Section 50 1/4 of the Public Utilities Act, and also excepting any vehicle owned by a public utility while necessarily in use in the construction, installation or repair of any public utility.

(Ord. 857 § 2, 1954)

11.40.070 Truck routes—Signs marking.

Appropriate signs indicating the through traffic routes prescribed in Section 11.40.050 shall be erected by order of the City Engineer at such points as may be designated by the Chief of Police or City Engineer as being best to serve notice of such routes, and thereafter it shall be the duty of the Director of Public Works or designee to see that said signs indicating such through traffic routes will best serve notice of Sections 11.40.050 through 11.40.080.

(Ord. 857 § 3, 1954)

11.40.080 Truck routes—Violation—Penalty.

Any person, firm or corporation violating any of the provisions of Sections 11.40.050 through 11.40.070 is guilty of an infraction and upon conviction thereof shall be punishable as prescribed in Section 1.20.010.

(Ord. 1621, 1978; Ord. 1358 § 2 (part), 1973; Ord. 857 § 4, 1954)

11.40.090 Manchester Avenue—Trucks prohibited.

Notwithstanding the provisions of Section 11.40.060, pursuant to the authority given to city by the CVC, the use of Manchester Avenue by any commercial vehicle or by any vehicle exceeding a maximum gross weight of five tons is prohibited. This prohibition shall not apply to any vehicle which is subject to the provisions of Sections 1030 to 1036, inclusive, of the Public Utilities Code of California.

(Ord. 1027 § 1, 1962; Ord. 857 § 8a, 1954)

11.40.100 Van Ness and Granger Avenues—Trucks prohibited.

- A. Notwithstanding the provisions of Section 11.40.060, pursuant to the authority given to the city by Section 33701 of the Vehicle Code of California, the use of Van Ness Avenue from the southerly line of 20th Street to the northerly line of Leonard Street and of Granger Avenue from the southerly line of 24th Street to the northerly line of Leonard Street by any vehicle exceeding a maximum gross weight of five tons is hereby prohibited. This prohibition shall not apply to any vehicle which is subject to the provisions of Sections 1030 to 1036, inclusive, of the Public Utilities Code of California.
- B. This section shall not be effective until appropriate signs are erected on Van Ness and Granger Avenue indicating that its use by the vehicles described in paragraph (a) is prohibited.

(Ord. 1875, 1986; Ord. 857, 1954)

11.40.110 Transportation permit required.

No person shall move or cause to be moved over or across any public right-of-way under the jurisdiction of the city, any oversized vehicle or load, which exceeds the height, width, length, size or weight of vehicle or load limitation provided for in Division 15 of the CVC, without first obtaining a transportation permit from the office of the City Engineer, which will be subject to the following regulations:

- A. A transportation permit may be designated by the City Engineer as either a single-move transportation permit for the movement of an oversized vehicle or load over a designated route, and for a move on a specified date or dates, or an annual or repetitive transportation permit issued for the period specified on the permit. Repetitive load transportation permit may be issued on the type of vehicle carrying the load in the case of nonself-propelled vehicles, and on the specific vehicle in the case of the nonself-propelled vehicles, and on the specific vehicle in the case of the self-propelled vehicles. Repetitive load permits shall authorize the movement of the vehicles, or loads specified on the permit; provided however, that the vehicle or load shall not exceed a width of thirteen feet, a height of sixteen feet, or a length of one hundred feet. If the load proposed under the repetitive load transportation permit exceeds the weight limits as prescribed in Division 15 of the CVC by more than twenty-five percent, said move shall be subject to such route restrictions as are designated by the city engineer.
- B. The City Engineer shall use a standard transportation permit form established by the department of transportation.
- C. The applicant for a transportation permit shall be a person licensed as a specialty contractor by the state to engage in the business of moving oversized vehicles or loads.
- D. Application for a transportation permit shall be made to the office of the city engineer a minimum of twenty-four hours prior to the time proposed for the move.

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- E. The transportation permit application shall include a sketch showing the approved route for the particular vehicle or load being moved, and no other route shall be utilized.
- F. At the time of making an application for a permit pursuant to this chapter, the applicant shall attach or have on file with the City a Certificate of Liability Insurance showing comprehensive, general liability insurance with a minimum of two million dollars per occurrence and four million dollars in aggregate or one million dollars per occurrence and two million dollars in aggregate with a two million dollar umbrella or excess coverage, covering all bodily injury and property damage arising out of its operation under this agreement, and vehicle insurance covering all bodily injury and property liability incurred during the moving period, with a minimum coverage of one million dollars per accident; such vehicle insurance shall include "any" auto or "owned, non-owned and hired autos." General aggregate limits must apply solely to the project or location and must be identified with specificity on a separate endorsement.

If any insurance coverage required is provided on a "claims made" rather than "occurrence" form, such insurance coverage shall be maintained for three years after expiration of the term of this permit.

The Certificate of Liability Insurance must include a separate endorsement adding the "City of National City, it's elected officials, officers, agents and employees" as an additional insured under the policy of the insurance in effect for both the Commercial General Liability and Automobile coverage. The Certificate of Liability Insurance shall further indicate the City will be entitled to at least ten days' written notice of cancellation of the policy of insurance. Blanket endorsements such as "by written contract" or "by agreement" are acceptable.

The Certificate Holder must be listed as City of National City, C/O Risk Manager, 1243 National City Boulevard, National City, California, 91950-4301.

- G. Governmental agencies, including the state and its political subdivisions, will not be required to provide the insurance required by this section, but shall be required to indemnify and hold the city harmless from any loss arising out of injury to persons, or damage to property, resulting directly or indirectly from the operation permitted by the transportation permit, including the defense of any action arising therefrom, at no cost to the city.
- H. The applicant shall submit at the time of the application or have on file with the city a copy of their policy of Workers' Compensation and Employers Liability insurance which meets the California statutory limits, plus Employers' Liability coverage of one million, which shall be in force during the moving period. A Waiver of Subrogation in favor of the City of National City is required. If there are no employees subject to Worker's Compensation law, a signed Declaration is required.
- I. The applicant shall submit at the time of application, a copy of his city business license and/or valid business license number.
- J. The applicant shall comply at all times with the CVC.
- K. All moving operations under a transportation permit shall be in conformance with all general and special conditions set forth by the City Engineer on said permit.
- L. The permittee shall have the responsibility to ascertain the adequacy of the route requested for the move. When an over-height load is authorized (over thirteen feet, six inches), the permittee shall check all underpasses, bridges, overhead wires, and other limiting structures or facilities for adequate clearance. The permittee shall notify the owners of all overhead lines or structures subject to disturbances or damage by his move and shall make arrangements for the temporary removal or relocation of the conflicting facility if required. The permittee shall bear all costs for such relocation where the facility is located in accordance with state and local regulations.
- M. For any move involving a load or vehicle whose vertical height is eighteen feet or over, or whose width is thirty feet or more, the permittee shall submit to the agencies whose facilities will be affected by

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- such move the proposed route for approval at least seventy-two hours in advance of the move. No permit shall be issued until clearances have been received from the power company and telephone company. Applicant shall be responsible for obtaining such clearance.
- N. Transportation permits shall be carried on the vehicle whose movement is authorized by such permit, and shall be available for inspection by any police officer, or any authorized agent of the city. Transportation permits issued pursuant hereto shall be nontransferable.
- O. The City Engineer shall not issue a transportation permit if any one of the following conditions exists:
1. If the overweight per axle exceeds the limits provided in Division 15 of the CVC by fifty percent;
 2. If the move is determined by the City Engineer to be prohibitive from the standpoint of public safety or contrary to the public interest;
 3. If the applicant has repeatedly violated conditions of previously issued permits, or the applicant has unsettled claims against him for damages resulting from past moves;
 4. If the applicant has failed to obtain a permit on the next regularly scheduled working day following interim approval for an emergency move.
- P. Permit fees required subject to the following regulations:
1. The fee for a transportation permit within/or through the city shall reflect the fee schedule for an annual or repetitive permit. The fee shall not exceed the fee schedule developed by the department of transportation. Special services necessitated by unusually large or heavy loads requiring engineering investigations, escorts, tree trimming, or other services shall be billed separately for each permit.
 2. Permit fees required in this chapter shall be collected by the finance department in an amount as designated.
 3. Governmental agencies, including the state and any of its political subdivisions, shall make application for permits under the provisions of this chapter, and shall be issued a no-fee permit in accordance with the provisions herein. A contractor working for a governmental agency shall not be considered to be acting on behalf of that governmental agency and shall not be exempt from the payment of fees.
 4. An extension of the effective date or an amendment to a single-move permit may be made without payment of additional fees if approved by the City Engineer, provided that the request for such extension or amendment is received before the expiration of the permit.
- Q. Permittee shall provide "wide load" signs as necessary to be visible from both the front and rear of all loads in excess of ten feet in width. Signs shall be at least three feet by five feet in dimension; shall have a yellow background with black lettering; shall spell out "WIDE LOAD" in bold letters; and shall have an amber flasher mounted on each of the upper corners of the sign.
- R. In case of damage to any street or other public improvement by reason of the moving of any vehicle or load covered by the transportation permit, the city shall cause such work to be done as may be necessary to restore the public street improvement to an equal condition as it was prior to such damage, and shall charge the cost thereof to the permit- tee. Such damages as occur may be recovered from the insurance required under subsection F of this section.
- S. Movement of oversize loads and/or vehicles shall be prohibited during the hours of darkness (one-half hour after sunset to one-half hour before sunrise), and between the hours of seven a.m. and nine a.m., and three p.m. and six p.m., unless otherwise approved by the city engineer.
- T. For moves which, because of their emergency nature, require approval during periods other than the regularly scheduled working hours of the city engineer or chief of police, authorized representatives thereof may grant approval for such moves on the condition that a permit will be acquired during the

next regularly scheduled working day. Failure to acquire such permits may result in disqualification for obtaining future permits.

(Ord. 1998 § 2, 1990: Ord. 1940 § 2, 1988)

Chapter 11.42 SPECTATORS PROHIBITED AT ILLEGAL SPEED CONTESTS OR EXHIBITIONS OF SPEED

11.42.010 Purpose.

- A. The city council for the city finds and declares that pursuant to CVC Section 23109, motor vehicle speed contests and exhibitions of speed conducted on public streets and highways are illegal. Motor vehicle speed contests and exhibitions of speed are more commonly known as street races or drag races.
- B. Such street racing threatens the health and safety of the public, interferes with pedestrian and vehicular traffic, creates a public nuisance, and interferes with the right of private business owners to enjoy the use of their property within the city. When illegal street races occur on various streets within the city, racers and spectators gather on these streets late at night and in the early morning hours, blocking the streets and sidewalks to traffic, forming a racetrack area, placing bets, and otherwise encouraging, aiding, and abetting the racing process.
- C. Illegal street racers can accelerate to high speeds without regard to oncoming traffic, pedestrians, or vehicles parked or moving nearby. The racers can drive quickly from street to street, race for several hours, and then move to other locations upon the arrival of the police. Participants in this illegal activity use cell phones, police scanners, and other electronic devices to communicate with each other to avoid arrest. Participants also use the Internet to provide information on where to race, and give advice on how to avoid detection and prosecution.
- D. In many cases, illegal street races can attract hundreds of spectators. The mere presence of spectators at these events fuels the illegal street racing and creates an environment in which these illegal activities can flourish.
- E. This chapter is adopted to prohibit spectators at illegal street races with the aim of significantly curbing this criminal activity. The division targets a very clear, limited population and gives proper notice to citizens as to what activities are lawful and what activities are unlawful. In discouraging spectators, the act of organizing and participating in illegal street races will be discouraged.
- F. This chapter makes evidence of specified prior acts admissible to show the propensity of the defendant to be present at or attend illegal street races, if the prior act or acts occurred within three years of the presently charged offense.

(Ord. 2214 § 1 (part), 2002)

11.42.020 Definitions.

- A. "Illegal motor vehicle speed contest" or "illegal exhibition of speed" means any speed contest or exhibition of speed referred to in CVC Sections 23109(a) and 23109(c).
- B. "Preparations for the illegal motor vehicle speed contest or exhibition of speed" include, but are not limited to, situations in which: (1) a group of motor vehicles or individuals has arrived at a location for the purpose of participating in or being spectators at the event; (2) a group of individuals has lined one or both sides of a public street or highway for the purpose of participating in or being a spectator at the event; (3) a group of individuals has gathered on private property open to the general public without the consent of the owner, operator, or agent thereof for the purpose of participating in or being a spectator at the event; (4) one or more individuals has impeded the free public use of a public street or highway by actions, words, or physical barriers for the purpose of conducting the event; (5) two or more vehicles have lined up with motors running

for an illegal motor vehicle speed contest or exhibition of speed; (6) one or more drivers is revving the vehicle's engine or spinning its tires in preparation for the event; or (7) an individual is stationed at or near one or more motor vehicles serving as a race starter.

- C. "Spectator" means any individual who is present at an illegal motor vehicle speed contest or exhibition of speed, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. Spectator includes any individual at the location of the event without regard to whether the individual arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means.

(Ord. 2214 § 1 (part), 2002)

11.42.030 Spectator at illegal speed contests or exhibitions of speed—Violation.

- A. Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at an illegal motor vehicle speed contest or exhibition of speed is guilty of a misdemeanor subject to a maximum of ninety days in jail and a fine of five hundred dollars.
- B. Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, where preparations are being made for an illegal motor vehicle speed contest or exhibition of speed is guilty of a misdemeanor and subject to a maximum of ninety days in jail and a fine of five hundred dollars.
- C. An individual is present at the illegal motor vehicle speed contest or exhibition of speed if that individual is within two hundred feet of the location of the event, or within two hundred feet of the location where preparations are being made for the event.
- D. Exemption: Nothing in this section shall prohibit or make illegal law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or exhibitions of speed in the course of their official duties.

(Ord. 2214 § 1 (part), 2002)

11.42.040 Relevant circumstances to prove a violation.

Notwithstanding any other provision of law, to prove a violation of Section 11.42.030, admissible evidence may include, but is not limited to, any of the following:

- A. The time of day;
- B. The nature and description of the scene;
- C. The number of people at the scene;
- D. The location of the individual charged in relation to any individual or group present at the scene;
- E. The number and description of motor vehicles at the scene;
- F. That the individual charged drove or was transported to the scene;
- G. That the individual charged has previously participated in an illegal motor vehicle speed contest or exhibition of speed;
- H. That the individual charged has previously aided and abetted an illegal motor vehicle speed contest or exhibition of speed;
- I. That the individual charged has previously attended an illegal motor vehicle speed contest or exhibition of speed; or

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- J. That the individual charged previously was present at a location where preparations were being made for an illegal speed contest or exhibition of speed or where an exhibition of speed or illegal motor vehicle speed contest was in progress.

(Ord. 2214 § 1 (part), 2002)

11.42.050 Admissibility of prior acts.

The list of circumstances set forth in Section 11.42.040 is not exclusive. Evidence of prior acts may be admissible to show the propensity of the defendant to be present at or attend an illegal motor vehicle speed contest or exhibition of speed, if the prior act or acts occurred within three years of the presently charged offense. These prior acts may always be admissible to show knowledge on the part of the defendant that a speed contest or exhibition of speed was taking place at the time of the presently charged offense. Evidence of prior acts shall not be limited to those that occurred within the city, and may include evidence of such acts from other jurisdictions within the county of San Diego.

(Ord. 2214 § 1 (part), 2002)

11.42.060 Enforcement.

Enforcement of this chapter shall be under the jurisdiction of the chief of police.

(Ord. 2214 § 1 (part), 2002)

Chapter 11.44 PEDESTRIANS

11.44.010 Crosswalks—Established.

- A. "Crosswalk" is defined by Section 275 of the CVC as follows:
1. That portion of a roadway included within the prolongation or connection of the boundary lines of sidewalks at intersections where the intersecting roadways meet at approximately right angles, except the prolongation of such lines from an alley across a street.
 2. Any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.
- B. The City Engineer shall make determinations as to whether or not to establish a marked crosswalk and the level of protection and/or traffic control needed based on traffic engineering guidelines, data collection and site evaluation of prevailing conditions.

(Ord. 827 § 51, 1951)

11.44.020 Crosswalks—Use required.

No pedestrian shall cross a roadway other than by a crosswalk, either marked or unmarked, in any business district or on any through street under the jurisdiction of the City of National City.

(Ord. 827 § 52, 1951)

11.44.030 Crossing at right angles.

No pedestrian shall cross a roadway at any place other than by a route at right angles to the curb or by the shortest route to the opposite curb except in a marked crosswalk.

(Ord. 827 § 53, 1951)

11.44.040 Standing in roadways.

No person shall stand in any roadway other than in a safety zone or in a crosswalk if such action interferes with the lawful movement of traffic. This section shall not apply to any public officer or employee or employee of a public utility when necessarily upon a street in the line of duty.

(Ord. 827 § 54, 1951)

11.44.050 Stopping, standing, sitting or lying down on public sidewalks.

- A. No person shall stop or stand on a public sidewalk in any commercial zone between the hours of seven a.m. and ten p.m. except as near as reasonably possible to an adjacent building or curb line.
- B. No person shall sit or lie down upon a public sidewalk, or upon a blanket, chair, stool or any other object placed upon a public sidewalk, between the hours of seven a.m. and ten p.m. in any commercial zone.
- C. The prohibitions in subsections A and B of this section shall not apply to any person:
 - 1. Stopping, standing, sitting or lying down on a public sidewalk due to a medical emergency;
 - 2. Who, as the result of disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;
 - 3. Operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to a temporary use permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a temporary use or other applicable permit;
 - 4. Stopping or standing near, or sitting on a chair or bench located on the public sidewalk which is supplied by a public agency or by the abutting private property owner;
 - 5. Stopping or standing near, or sitting on a public sidewalk within a bus stop while waiting for public or private transportation.
- D. No person shall be cited under this section unless the person engages in conduct prohibited by this section after having been notified by a police officer that the conduct violates this section.

(Ord. 2106 § 1, 1996: Ord. 827 § 55, 1951)

Chapter 11.48 PUBLIC NUISANCE VEHICLES

11.48.010 Findings.

In addition to and in accordance with the determination made and the authority granted by the state under Section 22660 of the CVC to remove abandoned, wrecked, dismantled or inoperative vehicles or parts thereof as public nuisances, the city council makes the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property not including highways is found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled or inoperative vehicle or parts thereof, on private or public property not including highways, except as expressly hereinafter permitted, is a public nuisance which may be abated as such in accordance with the provisions of this chapter.

(Ord. 1433 § 1 (part), 1974)

11.48.020 Definitions.

As used in this chapter:

- A. "Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.
- B. "Owner of the land" means the owner of the land on which the vehicle, or parts thereof, is located, as shown on the last equalized assessment roll.
- C. "Owner of the vehicle" means the last registered owner and legal owner of record.
- D. "Public property" does not include "highway."
- E. "Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

(Ord. 1433 § 1 (part), 1974)

11.48.030 Exclusions.

This chapter shall not apply to:

- A. A vehicle, or parts thereof, which is completely enclosed within a building or behind a solid fence in a lawful manner where it is not visible from the street or other public or private property; or
- B. A vehicle, or parts thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, a junk dealer, or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined under provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the CVC and this chapter.

(Ord. 1433 § 2, 1974)

11.48.040 Regulations not exclusive.

This chapter is not the exclusive regulation of abandoned, wrecked, dismantled or inoperative vehicles within the city. It shall supplement and be in addition to the other regulatory codes, statutes and ordinances heretofore or hereafter enacted by the city, the state or any other legal entity or agency having jurisdiction.

(Ord. 1433 § 3, 1974)

11.48.050 Administration and enforcement.

Except as otherwise provided herein, the provisions of this chapter shall be administered and enforced by the Director of Community Development. In the enforcement of this chapter such officer and his deputies may enter upon private or public property to examine a vehicle or parts thereof or obtain information as to the identity of a vehicle and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this chapter.

(Ord. 1433 § 4, 1974)

11.48.060 Removal contractor—Property entry right.

When the city council has contracted with or granted a franchise to any person or persons, such persons shall be authorized to enter upon private property or public property to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this chapter.

(Ord. 1433 § 5, 1974)

11.48.070 Administrative costs determination.

The city council shall from time to time determine and fix an amount to be assessed as administrative costs (excluding the actual cost of removal of any vehicle or parts thereof) under this chapter.

(Ord. 1433 § 6, 1974)

11.48.080 Abatement—Authorization.

Upon discovering the existence of an abandoned, wrecked, dismantled or inoperative vehicle, or parts thereof, on private property or public property within the city, the city manager shall have the authority to cause the abatement and removal thereof in accordance with the procedure prescribed in this chapter.

(Ord. 1433 § 7, 1974)

11.48.090 Abatement—Notices.

A ten-day notice of intention to abate and remove the vehicle, or parts thereof, as a public nuisance shall be mailed by registered or certified mail to the owner of the land and to the owner of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership. The notices of intention shall be in substantially the following forms:

**"NOTICE OF INTENTION TO ABATE AND
REMOVE AN ABANDONED, WRECKED,
DISMANTLED, OR INOPERATIVE
VEHICLE OR PARTS THEREOF AS
A PUBLIC NUISANCE**

(Name and address of owner of the land)

As owner shown on the last equalized assessment roll of the land located at (address), you are hereby notified that the undersigned pursuant to (section of ordinance or municipal code) has determined that there exists upon said land an (or parts of an) abandoned, wrecked, dismantled or inoperative vehicle registered to _____, license number _____, which constitutes a public nuisance pursuant to the provisions of (ordinance or municipal code chapter number).

You are hereby notified to abate said nuisance by the removal of said vehicle (or said parts of a vehicle) within 10 days from the date of mailing of this notice, and upon your failure to do so the same will be abated and removed by the City of National City and the costs thereof, together with administrative costs, assessed to you as owner of the land on which said vehicle (or said parts of a vehicle) is located.

As owner of the land on which said vehicle (or said parts of a vehicle) is located, you are hereby notified that you may, within 10 days after the mailing of this notice of intention, request a public hearing and if such a request is not received by the City Clerk within such 10-day period, the Director of Community Development shall have the authority to abate and remove said vehicle (or said parts of a vehicle) as a public nuisance and assess the costs as aforesaid without a public hearing. You may submit a sworn written statement within such 10-day period denying responsibility for the presence of said vehicle (or said parts of a vehicle) on said land, with your reasons for denial, and such statement shall be construed as a request for hearing at which your presence is not required. You may appear in person at any hearing requested by you

or the owner of the vehicle, or, in lieu thereof, may present a sworn written statement as aforesaid in time for consideration at such hearing.

Notice Mailed _____ s _____
(date) / (Director of Community Development)"

"NOTICE OF INTENTION TO ABATE AND REMOVE AN ABANDONED, WRECKED, DISMANTLED OR INOPERATIVE VEHICLE OR PARTS THEREOF AS A PUBLIC NUISANCE

(Name and address of last registered and/or legal owner of record of vehicle—notice should be given to both if different)

As last registered (and/or legal) owner of record of (description of vehicle - make, model, license, etc.), you are hereby notified that the undersigned pursuant to (section of ordinance or municipal code) has determined that said vehicle (or parts of a vehicle) exists as an abandoned, wrecked, dismantled or inoperative vehicle at (describe location on public or private property) and constitutes a public nuisance pursuant to the provisions of (ordinance or municipal code chapter number).

You are hereby notified to abate said nuisance by the removal of said vehicle (or said parts of a vehicle) within 10 days from the date of mailing of this notice.

As registered (and/or legal) owner of record of said vehicle (or said parts of a vehicle), you are hereby notified that you may, within 10 days after the mailing of this notice of intention, request a public hearing and if such a request is not received by the (hearing body or officer) within such 10-day period, the Community Development Director shall have the authority to abate and remove said vehicle (or said parts of a vehicle) without a hearing.

Notice Mailed _____ s _____
(date) / (Community Development Director)"

(Ord. 1958, 1988; Ord. 1433 § 8, 1974)

11.48.100 Abatement—Hearing—Requests.

Upon request by the owner of the vehicle or owner of the land received by the City Manager within ten days after the mailing of the notices of intention to abate and remove, a public hearing shall be held by the city council on the question of abatement and removal of the vehicle or parts thereof as an abandoned, wrecked, dismantled or inoperative vehicle, and the assessment of the administrative costs and the cost of removal of the vehicle or parts thereof against the property on which it is located.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land within such ten-day period, the statement shall be construed as a request for a hearing which does not require his presence. Notice of the hearing shall be mailed, by registered mail, at least ten days before the hearing to the owner of the land and to the owner of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership. If such a request for hearing is not received within ten days after mailing of the notice of intention to abate and remove, the city shall have the authority to abate and remove the vehicle or parts thereof as a public nuisance without holding a public hearing.

(Ord. 1433 § 9, 1974)

11.48.110 Abatement—Hearing—Procedures.

All hearings under this chapter shall be held before the city council which shall hear all facts and testimony it deems pertinent. The facts and testimony may include testimony on the condition of the vehicle or parts thereof and the circumstances concerning its location on the private property or public property. The city council shall not be limited by the technical rules of evidence. The owner of the land may appear in person at the hearing, or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his reasons for such denial.

The city council may impose such conditions and take such other action as it deems appropriate under the circumstances to carry out the purpose of this chapter. It may delay the time for removal of the vehicle or parts thereof if, in its opinion, the circumstances justify it. At the conclusion of the public hearing, the city council may find that a vehicle or parts thereof has been abandoned, wrecked, dismantled or is inoperative on private or public property and order the same removed from the property as a public nuisance and disposed of as hereinafter provided and determine the administrative costs and the cost of removal to be charged against the owner of the land. The order requiring removal shall include a description of the vehicle or parts thereof and the correct identification number and license number of the vehicle, if available at the site.

If it is determined at the hearing that the vehicle was placed on the land without the consent of the owner of the land and that he has not subsequently acquiesced in its presence, the city council shall not assess the costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such owner of the land.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land but does not appear, or if an interested party makes a written presentation to the city council but does not appear, he shall be notified in writing of the decision.

(Ord. 1433 § 10, 1974)

11.48.120 Vehicle disposal.

Five days after adoption of the order declaring the vehicle or parts thereof to be a public nuisance, five days from the date of mailing of notice of the decision if such notice is required by Section 11.48.110, or fifteen days after such action of the governing body authorizing removal following appeal, the vehicle or parts thereof may be disposed of by removal to a scrapyard or automobile dismantler's yard. After a vehicle has been removed it shall not thereafter be reconstructed or made operable, unless it is a vehicle which qualifies for either horseless carriage license plates or historical vehicle license plates, pursuant to Section 5004 of the CVC, in which case the vehicle may be reconstructed or made operable.

(Ord. 1886, 1986; Ord. 1433 § 11, 1974)

11.48.130 Notice to Department of Motor Vehicles.

Within five days after the date of removal of the vehicle or parts thereof, notice shall be given to the Department of Motor Vehicles identifying the vehicle or parts thereof removed. At the same time there shall be transmitted to the Department of Motor Vehicles any evidence of registration available, including registration certificates, certificates of title and license plates.

(Ord. 1433 § 12, 1974)

11.48.140 Removal costs assessment.

If the administrative costs and the cost of removal which are charged against the owner of a parcel of land pursuant to Section 11.48.110 are not paid within thirty days of the date of the order or the final disposition of an

appeal therefrom, such costs shall be assessed against the parcel of land pursuant to Section 38773.5 of the Government Code and shall be transmitted to the tax collector for collection. The assessment shall have the same priority as other city taxes.

(Ord. 1433 § 13, 1974)

Chapter 11.52 BICYCLES¹

11.52.010 Bicycle defined.

- A. A "bicycle" is any device upon which a person may ride, which is propelled by human power through the assistance of belts, chains or gears and which has wheels at least twenty inches in diameter and a frame size of at least fourteen inches.
- B. An "electric bicycle" has the same meaning as in CVC section 312.5:
 - 1. Class 1 eBike – a low-speed pedal-assisted electric bicycle, is equipped with a motor that provides assistance only when the rider is pedaling and that stops providing assistance when the bicycle reaches 20 mph. These e-bikes are legal on any paved surface that a regular bike is allowed to operate.
 - 2. Class 2 eBike – a low-speed throttle-assisted electric bicycle, is equipped with a motors that can exclusively propel the bicycle, but that cannot provide assistance when the bike reaches 20 mph. These e-bikes are legal on any paved surface that a regular bike is allowed to operate.
 - 3. Class 3 eBike – a speed pedal-assisted electric bicycle, is equipped with a motor that provides assistance only when the rider is pedaling and stops providing assistance when the bicycle reaches 28 mph. Operators of Class 3 e-bikes must be 16 or older and wear a helmet. Class 3 e-bikes are prohibited from Class I multi-use bike paths unless specifically authorized by a local ordinance.

(Ord. No. 2021-2493, § 2, 11-16-2021)

11.53.020 Traffic regulations.

- A. It is unlawful for any person to ride a bicycle upon a sidewalk within any business or residence district of the city, with the exception herein stated.
- B. The council may, by resolution duly adopted, authorize the riding of bicycles on the sidewalks of such residential districts or area with such limitations as to hours and specific purposes as they may deem proper.
- C. It is an infraction for any person to violate any of the terms or provisions of this chapter or to use a bicycle in and upon any street, alley, park or other public place in this city, or upon any path or lane set aside for the exclusive use of bicycles within this city, without complying in all respects with the terms and provisions of this chapter.

¹Editor's note(s)—Ord. No. 2021-2493, § 2, adopted Nov. 16, 2021, repealed the former Ch. 11.52, §§ 11.52.010—11.52.110, and enacted a new Ch. 11.52 as set out herein. The former Ch. 11.52 pertained to similar subject matter and derived from Ord. 1297(part), adopted 1972; Ord. 1298(part), adopted 1972; Ord. 1358 § 2(part), adopted 1973; Ord. 1374 § 1, adopted 1973; Ord. 1457 §§ 1—3, adopted 1975; and Ord. 1621, adopted 1978.

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- D. It is an infraction for any parent or guardian of any child or of anyone who has the custody or control of any child in this city to knowingly permit such child to use a bicycle in this city in violation of the terms and provisions of this chapter.

(Ord. No. 2021-2493, § 2, 11-16-2021)

11.52.030 Violation—Penalties.

- A. Every person convicted of a violation of any provisions of this chapter is guilty of an infraction and is punishable as prescribed in Chapter 1.20 or by impounding the bicycle of the person convicted for a period not to exceed thirty days, or by any or all said penalties or any combination thereof.
- B. The Chief of Police shall also have authority, in the event that any juvenile or person under the age of twenty-one years is found violating any provision of this chapter to take and impound the bicycle of such juvenile or minor so found violating such chapter, and to hold the same for a period not to exceed thirty days, during which said time the chief of police shall notify the parents or guardian or other person having the custody and control of said juvenile or minor of such offense.

(Ord. No. 2021-2493, § 2, 11-16-2021)

Chapter 11.56 TOW TRUCK REGULATIONS

11.56.010 Tow truck defined.

A "tow car" or "tow truck" is a motor vehicle which has been altered or designed and equipped for, and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line or dolly or is otherwise exclusively used to render assistance to other vehicles.

(Ord. 1168 (part), 1967)

11.56.020 Chapter purpose.

It is the intent of this chapter to prescribe the basic regulations for the operation of tow cars, or tow trucks in police emergency situations in the removal of and towing away of motor vehicles which are illegally parked, apparently abandoned or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure. It is the purpose of the council in enacting the ordinance codified in this chapter to provide a fair and impartial means of selecting private operators to engage in said business in the interest of the public as well as in the interest of efficient policing operations for the removal from the public streets of said vehicles.

(Ord. 1168 (part), 1967)

11.56.030 Regulations.

The city council shall, from time to time, by resolution, adopt policies for the selection and designation of tow car or tow truck services which shall be permitted to engage in emergency police towing upon notification of the need for such services by the police department. Any and all tow car or tow truck operators not so selected and designated pursuant to the policy of the city council are hereby prohibited from removing from the public streets and towing away any vehicles involved in the situations as set forth in Section 11.56.020 provided, however, that the owner of the vehicle so involved may designate any towing service to be used for the removal and towing away of such vehicle. The police department shall strictly adhere to the policies adopted by the city council and any administrative regulations instituted to efficiently carry out said policies. However, in the event that a towing service is contacted by the police department to perform said services, and performs said services in a manner not in accordance with the policies as established, the police department is held harmless from any and all liability or damages arising therefrom and shall not be accountable for, nor investigate, complaints of negligence and deviations from the policies unless said deviations are shown to be of a repeated and frequently

recurring nature, and any complaints received from the tow car or tow truck services selected and designated to carry out such police towing operations and any complaints received concerning the quality and standards of service performed by said operators shall be deemed sufficient cause for cancellation and termination of any contract or operating agreement entered into for the performance of such service.

(Ord. 1168 (part), 1967)

Chapter 11.60 INTERSTATE TRUCKS

11.60.010 Definitions—Generally.

For the purpose of carrying out the provisions of this chapter, the words, phrases and terms included herein shall be deemed to have the meanings set out in Sections 11.60.020 through 11.60.070.

(Ord. 1926 (part), 1987)

11.60.020 Terminal defined.

"Terminal" means any facility at which freight is consolidated to be shipped or where full load consignments may be loaded and off-loaded or at which the interstate trucks are regularly maintained, stored or manufactured.

(Ord. 1926 (part), 1987)

11.60.030 Interstate truck defined.

"Interstate truck" means a truck tractor and semitrailer or trailer or truck tractor, semitrailer with unlimited length as regulated by the CVC.

(Ord. 1926 (part), 1987)

11.60.040 Interstate truck service area defined.

"Interstate truck service area" means an area within one-half of a lane mile of an interstate highway which provides lodging, food, fuel or servicing to interstate trucks.

(Ord. 1926 (part), 1987)

11.60.050 CALTRANS defined.

"CALTRANS" means the State of California Department of Transportation or its successor agency.

(Ord. 1926 (part), 1987)

11.60.060 Trailblazer signs defined.

"Trailblazer signs" means an approved traffic sign used to identify the city's terminal access routes.

(Ord. 1926 (part), 1987)

11.60.070 Decision point defined.

"Decision point" means any point on the city's terminal access routes where installation of a trailblazer sign is necessary to identify the routes.

(Ord. 1926 (part), 1987)

11.60.080 Purpose—Interstate trucking regulated.

The purpose of this section is to establish procedures for terminal designation and truck route designation to terminals for interstate trucks operating on the federally designated highway system and to promote the general health, safety and welfare of the public. It shall be unlawful for any person to operate an interstate truck upon any street within the city outside of an interstate truck service area that has not been designated and marked in accordance with this chapter, unless the vehicle is exempt from the restrictions on interstate trucks pursuant to CVC Section 35401.5(c).

(Ord. 1926 (part), 1987)

11.60.090 Application.

- A. Any interested person requiring terminal access for interstate trucks from the federally designated highway system shall submit an application, on a form as provided by the city, together with such information as may be required by the city engineer and appropriate fees to the city.
- B. Upon receipt of the application the City Engineer will cause an investigation to be made to ascertain whether or not the proposed terminal facility meets the requirements for an interstate truck terminal. Upon his approval of that designation, he will then determine the capability of the route requested and/or alternate routes. Determination of route capability will include, without limitation, a review of adequate turning radii and lane widths of ramps, intersections and highways and general traffic conditions such as sight distance, speed and traffic volumes. No access off a federally designated highway system will be approved without the approval of CALTRANS.
- C. Should the requested route pass through the city to a terminal located in another jurisdiction, the applicant shall comply with the jurisdiction's application process. City route designation approval will be required for those portions of the route located within the city. Cost for trailblazer signs shall be as provided in Section 11.60.100(B) below.

(Ord. 1926 (part), 1987)

11.60.100 Fees and costs.

- A. The applicant shall pay a nonrefundable application fee, as established by the city, sufficient to pay the cost of review of the terminal designation and the review of the route and alternate route.
- B. Upon the approval of the terminal designation and route by the city and by CALTRANS, the applicant shall deposit with the city, sufficient funds as estimated by the city engineer to pay for the purchase and installation of terminal trailblazer signs. Trailblazer signs will be required at every decision point in the city on the route to the terminal. Upon completion of the installation of the signs, the actual cost shall be computed and any difference between the actual and the estimated cost shall be billed or refunded to the applicant, whichever the case may be. No terminal or route may be used until such signs as are required are in place. Costs for trailblazer signs may be proportioned in accordance with procedures in Section 11.60.110(C).

(Ord. 1926 (part), 1987)

11.60.110 Retrofitting.

- A. If all feasible routes to a requested terminal are found unsatisfactory by the City Engineer, the applicant may request retrofitting the deficiencies. All costs of engineering, construction and inspection will be the responsibility of the applicant except when retrofitting deficiencies is within the jurisdiction of CALTRANS, the actual construction will be done by the city or by a contractor acceptable to the city.
- B. When the work is to be done by the city, the applicant shall deposit with the city the estimated cost of retrofitting. Adjustment between the estimated and actual cost shall be made after completion of the work and any difference between the actual and the estimated cost shall be billed or refunded to the applicant as the case may be. When the work is done by the applicant, the applicant may file with the City Engineer, on a form satisfactory to the City Engineer, a statement detailing the actual costs of the retrofitting.
- C. If at any time within five years from the date of completion of the retrofitting by the applicant, should any applicant seek terminal approval which would use the route upon which such retrofitting was accomplished, any such applicants' fee may include that applicants' proportionate share of the retrofitting, as determined by the City Engineer, which fee shall be disbursed by the city to the applicant who paid for the original retrofitting as well as to any applicant who contributed to the cost of retrofitting under this subsection. Nothing herein shall require the payment of a proportionate fee if the applicant doing the work failed to file the applicant's report of costs with the city engineer as described in subsection B of this section.

(Ord. 1926 (part), 1987)

11.60.120 Revocation of route.

The City Engineer may revoke any approved terminal or route if the terminal or route becomes a traffic safety hazard for vehicular traffic. A safety hazard includes the inability of interstate trucks to negotiate the route or interstate trucks creating unsafe driving conditions for other vehicular traffic or pedestrians.

(Ord. 1926 (part), 1987)

11.60.130 Appeal process.

- A. If the City Engineer denies terminal designation, route feasibility or revokes a previously approved terminal or route, the applicant/terminal owner, within ten working days following the date of the receipt of the decision of the City Engineer may appeal the decision to the city council in writing. An appeal shall be made on a form prescribed by the engineering department and shall be filed with the City Clerk. The appeal shall state specifically wherein there was an error or abuse of discretion by the City Engineer or wherein the evidence in the record does not support his decision. Within five days of the filing of an appeal, the City Engineer shall transmit to the City Clerk the terminal application, the sketches of the revoked route and all other data filed therewith, the report of the City Engineer, the findings of the City Engineer, and his decision on the application.
- B. The City Clerk shall make copies of the data provided by the City Engineer available to the applicant and to the appellant (if the applicant is not the appellant) for inspection and may give notice to any other interested party who requested notice of the time when the appeal will be considered by the city council.
- C. If CALTRANS and not the city engineer denies or revokes terminal access from federally designated highways, no appeal may be made to the city council, but must be made to CALTRANS as may be permitted by CALTRANS.

(Ord. 1926 (part), 1987)

Chapter 11.64 MOBILITY DEVICES

11.64.010 Prohibitions and restrictions on use of skateboards, roller skates, coasters, scooters and similar toy vehicles.

- A. It is unlawful for any person upon a skateboard, roller skates, a coaster, a scooter or any similar toy vehicle or device to enter and travel upon, along or across any roadway within the city.
- B. Any person upon a skateboard, roller skates, a coaster, a scooter or any similar toy vehicle or device on any sidewalk or right-of-way not open to public vehicular traffic shall exercise due caution and shall yield the right-of-way to and not interfere with pedestrians.

(Ord. 1947 (part), 1988)

11.64.020 Violation—Penalty.

Any person violating any of the provisions of this chapter is guilty of an infraction.

(Ord. 1947 (part), 1988)

Chapter 11.70 TAXICABS AND OTHER FOR-HIRE VEHICLES²

11.70.010 Purpose.

The purpose of this chapter is to provide for the regulation of taxicabs and other for-hire vehicles within the city of National City through adoption of San Diego Metropolitan Transit System (MTS) Codified Ordinance No. 11, and to implement the provisions of Public Utilities Code Section 120266 by contract with MTS to license or regulate transportation services with the city of National City.

(Ord. No. 2017-2434, 4-4-2017)

11.70.020 Definitions.

The definitions set forth in Section 1.1 of San Diego Metropolitan Transit System Codified Ordinance No. 11 shall govern this chapter.

(Ord. No. 2017-2434, 4-4-2017)

11.70.030 Regulatory administration by contract with Metropolitan Transit System.

Notwithstanding the city's right to regulate taxicabs and other for-hire vehicles within its jurisdiction, the city council, by resolution currently in effect or as may be adopted from time to time, has authorized a contract with San Diego Metropolitan Transit System ("MTS") for the administration and enforcement by MTS of regulations, policies and ordinances for taxicabs and other for-hire vehicles operated within the city, including collection and administration of all applicable regulatory fees, fines and forfeitures. While that contract is in effect, the applicable regulations, policies and ordinances of MTS, including MTS Codified Ordinance No. 11, as now in effect or as may be amended from time to time, shall govern the operation of taxicabs and other for-hire vehicles within the city. Licensing of a taxicab and other for-hire vehicle or the operator or owner by MTS does not exempt the licensee from city business tax license requirements and payment of fees pursuant to Chapter 6.04. A copy of MTS Codified Ordinance No. 11 is on file in the office of the city clerk.

(Ord. No. 2017-2434, 4-4-2017)

²Editor's note(s)—Ord. No. 2017-2434, adopted April 4, 2017, amended Ch. 11.70 in its entirety, in effect repealing and reenacting said chapter to read as set out herein. The former Ch. 11.70, §§ 11.70.010—11.70.140, pertained to regulation and licensing of transportation services and derived from Ord. 2256 (part), 2004.



AGENDA REPORT

Department: Housing Authority
Prepared by: Carlos Aguirre, Housing Director
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Update on the House National City Opt-In Density-Bonus Program

RECOMMENDATION:

Receive staff report update and provide comment.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Housing Advisory Committee had a second opportunity to review and comment on House National City (“HNC”) Opt-In Density Bonus Program on February 6, 2023. The Housing Advisory Committee provided suggestions to further clarify the terms of the HNC Program. The suggested changes are reflected in the attached redline version of the draft HNC Program regulations (see Exhibit C).

EXPLANATION:

BACKGROUND

The HNC Opt-In Density Bonus Program has been prepared to incentivize the construction of new context-sensitive development that will assist the City of National City in meeting first and foremost the residents’ need for new affordable housing opportunities as well as the State’s Regional Housing Needs Assessment (RHNA) allocation. The HNC Program will assist in creating transit-supportive development by strategically placing new development in areas where residents will have the greatest access to mobility choices. The HNC Program will also help reduce the reliance on automobiles by siting new development in close proximity to job areas and schools. The HNC Program is intended to also create new commercial and retail spaces along the commercial corridors for small business owners and entrepreneurs that are expected to provide services to meet residents’ daily needs. Furthermore, the HNC Program incentivizes the development of larger, restricted affordable units to better accommodate National City families.

On February 7, 2022, the proposed HNC Program was presented to the National City Housing Advisory Committee and Planning Commission. The [staff report](#) for February 7, 2022 provides a detailed overview of the proposed HNC Program presented at that time. Based on comments provided by the public, as well as the Committee and Commission, additional work was completed in relation to studying unit affordability and incentivizing larger units. As such, the current draft regulations focus on creating post-density bonus units at lower affordability levels at 50 percent area median income (AMI). The HNC Program further incentivizes the development of three-bedroom units up to 80 percent AMI. In order to determine feasibility, Keyser Marston Associates (KMA) analyzed development prototypes that were developed by WSP, who are the consultants leading the Focused General Plan Update.

KMA ANALYSIS AND FINDINGS

KMA evaluated the feasibility of the proposed HNC Program in terms of the Baseline Program and Additional Incentives on six (6) Test Sites (see Exhibit A). In collaboration with WSP consultants, KMA tested a Base Case Scenario, reflecting maximum development yield under existing or proposed Focused General Plan Update zoning, and a Bonus Scenario, reflecting potential development yield achievable based on the requirements and incentives contained in the proposed HNC Program. The KMA feasibility analysis concluded the following:

- The proposed HNC Program is viable under certain site, planning, and market conditions. A key feasibility factor is whether developers are able to utilize the proposed Program bonus to achieve a substantial increase in total units without advancing to a significantly more costly construction type and/or parking configuration.
- The proposed HNC Program – with its combination of affordability requirements and incentives – is appropriately formulated to strike the balance between capturing the value enhancement for community benefits, rather than creating a windfall in increased land value to property owners.
- It will be important to monitor the proposed HNC Program results in terms of the mix, type, size, location, and other key features of development projects proposed and implemented.

Conclusions for the Baseline Program and Additional Incentives as measured against the six (6) Test Sites are presented below. As shown, the modifications to the Baseline Program, such as reduced parking ratio or waiver of base zone regulations, contributed to greater feasibility.

Overall Feasibility Conclusion				
	HNC Program		HNC Program + Additional Incentives	
	Baseline	Baseline + Reduced Parking Ratio	Baseline + 3-Bedroom Requirement	Baseline + Waiver of Base Zone Regulations
Public Benefit	<ul style="list-style-type: none"> • Affordable Units 	<ul style="list-style-type: none"> • Affordable Units 	<ul style="list-style-type: none"> • Affordable Units • Minimum 10% 3-Bedroom units 	<ul style="list-style-type: none"> • More affordable units
Developer Incentives	<ul style="list-style-type: none"> • FAR density* • DIF waiver • Reduced parking 	<ul style="list-style-type: none"> • FAR density * • DIF Waiver • Further reduced parking (0.50 spaces/unit) 	<ul style="list-style-type: none"> • FAR density* • DIF Waiver • Reduced parking • Less restrictive affordability 	<ul style="list-style-type: none"> • FAR density* • DIF Waiver • Additional waivers (e.g. setbacks, open space, lot coverage)
Proposed Level of Affordability	<ul style="list-style-type: none"> • 10% @ 50% AMI (Post-bonus) 	<ul style="list-style-type: none"> • 10% @ 50% AMI (Post-bonus) 	<ul style="list-style-type: none"> • 10% @ 80% AMI (Post-bonus) 	<ul style="list-style-type: none"> • 10% @ 50% AMI (Post-bonus)
Overall Feasibility Conclusion	Moderately Feasible	Feasible	Moderately Feasible	Feasible

*See Exhibit D for more information on Floor Area Ratio (FAR) Density

PROPOSED REQUIREMENTS TO OPT-IN

To qualify for the HNC Program, a development will be required to include a certain percentage of deed-restricted affordable units, meet specific design requirements to enhance pedestrian orientation, include design and building features to help address potential off-site pollution and visual impacts, as well as provide robust tenant replacement, relocation and displacement regulations. The details of the requirements are included in the draft regulations (see Exhibit B). The following is an overview of what a development is required to meet in order to opt-in to the HNC Program:

- Provide at least 10 percent of the post-density bonus rental dwelling units in the development, excluding any additional dwelling units allowed under a floor area ratio (FAR) bonus, for rent by very low-income households at a cost, including an allowance for utilities, which does not exceed 30 percent of 50 percent of the AMI, as adjusted for household size; or,
- Provide at least 10 percent of the post-density bonus rental dwelling units in the development as three-bedroom units, excluding any additional dwelling units allowed under the FAR bonus, for rent by low-income households, including an allowance for utilities, which does not exceed 30 percent of 80 percent of the AMI, as adjusted for household size; and,
- Be located on a multi-family or mixed-use zoned parcel within a transit priority area (TPA) that has a base or overlay zone that allows at least 20 dwelling units per acre. The following base zones are included as part of this program: MCR-1; MCR-2; MXC-1; MXC-2; MXD-1; MXD-2; RM-1; RM-2; RM-3; MXT; and,
- Be located in FAR Tier 1 or 2:
 - FAR Tier 1 means any premises where any portion of the premises is outside the Downtown Specific Plan.
 - FAR Tier 2 means any premises located on Plaza Bonita Road, within the Hospital District and along Sweetwater Road/East 30th as well as the area along 4th Avenue that is south of SR-54 that is zoned MXC-2; and,
- Replace equivalently sized existing affordable units; and,
- Require relocation assistance payments to all tenants; and,
- Allow tenants to occupy their units until six months before the start of construction; and,
- Give first right of refusal to existing tenants for comparable units in the new development; and,
- Residents living within the National City jurisdictional boundaries at the time of application shall receive priority for 75 percent of the affordable dwelling units in the development that are reserved for very low-income or low-income households; and,
- All rental replacement affordable dwelling units shall be affordable for at least 55 years through a recorded affordability restriction; and,
- Provide enhanced streetscape and design requirements for projects in close proximity to the freeway and single-family neighborhoods.

PROPOSED INCENTIVES AND WAIVERS

In order to create a density bonus program that is feasible for developers to consider using, development waivers and incentives have been incorporated into the HNC Program. Deviations from the underlying height limit will not be considered for waivers or incentives. The following includes the allowable incentives and waivers that are incorporated in the draft regulations:

WAIVERS:

- Waiver of the existing FAR and a new FAR based upon whether the development is located in FAR Tier 1 or FAR Tier 2. If a mixed-use development is proposed, the FAR

of the non-residential portion of the development shall not exceed the maximum FAR of the applicable base zone.

- Waiver of [Development Impact Fees](#) (DIF) and [Transportation Development Impact Fees](#) (TDIF) for all covenant-restricted affordable units and units exceeding 800 SF. Currently the DIF for multi-family units is \$1,190 per unit which includes Parks and Recreation, Library, Fire/EMS, and Police impact fees. The TDIF per residential unit is \$2,688.21, effective 7/1/22. The combined DIF and TDIF savings to be applied to covenant-restricted affordable units and units exceeding 800 SF is \$3,878.21 per unit.
- Waiver of the maximum permitted residential density of the land use designation(s) in the applicable land use plan. Density shall be limited by the allowable FAR and the requirements of the California Building Code as adopted and amended by the City of National City.
- Waiver of the following applicable base zone regulations:
 1. Minimum lot area if a qualifying development is proposed in a lot with an area of 5,000 square feet or less. See Municipal Code Table 18.21.040.
 2. Street frontage requirements, if safe and adequate access to the premises can be provided to the satisfaction of the Fire Department.
 3. Maximum lot coverage if a qualifying development is proposed on a lot with a maximum lot coverage of 75 percent or less. See Municipal Code Table 18.21.040.
 4. FAR Bonus for Residential Mixed-Use. Development utilizing the regulations in this Division shall not be eligible for other FAR or density bonuses.
 5. Maximum front setback or street side setback if the maximum is 20 feet or less.
- Waiver of the personal storage area requirement in Section 18.42.070 (A)(7) and the private exterior open space requirement in Section 18.41.040 for all dwelling units in the development.

INCENTIVES:

The HNC Program draft regulations include provisions to allow the use of up to four incentives based on the percentage and level of affordability of restricted affordable units. An incentive means any of the following:

- (a) A deviation to a development regulation, with the exception of any regulations or requirements of this Division;
- (b) Any other incentive proposed by the applicant that results in identifiable, actual cost reductions.

Items not considered incentives by the City of National City include, but are not limited to the following:

- (a) A waiver of a required permit;
- (b) A waiver of fees or dedication requirements;

- (c) A direct financial incentive;
- (d) Approval of mixed-use zoning in conjunction with a residential development;
- (e) A waiver of any of the requirements, regulations, or standards of this Division.

The number of incentives available is as follows:

- Up to three incentives for a development, that includes at least 10 percent of the post-density dwelling units for very low-income households at or below 50 percent AMI.
- Four incentives for a development in which at least 10 percent of the post-density bonus covenant-restricted dwelling units are three bedrooms at or below 80 percent AMI.

Additional provisions in the use of incentives are included in the draft regulations that can be found in Exhibit B.

FINANCIAL STATEMENT:

The HNC Program provides for waivers of the [Development Impact Fees](#) (DIF) and [Transportation Development Impact Fees](#) (TDIF) for all covenant-restricted affordable units and units exceeding 800 SF. Currently the DIF for multi-family units is \$1,190 per unit which includes Parks and Recreation, Library, Fire/EMS, and Police impact fees. The TDIF per residential unit is \$2,688.21, effective 7/1/22. The combined DIF and TDIF waiver to be applied to covenant-restricted affordable units and units exceeding 800 SF is \$3,878.21 per unit. All other applicable fees will not be waived and the City will also collect ongoing property tax revenue from all unrestricted units.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

The House National City has been included in draft Supplemental Program Environmental Impact Report (SPEIR) prepared for the Focused General Plan Update. The 45-day public review period for the SPEIR began on Friday, February 17, 2023 and ended on Monday, April 3, 2023. All public comments received have been posted at <https://www.nationalcityca.gov/fgpu>.

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A - Keyser Marston Associates Economic Analysis
- Exhibit B - Draft House National City Program Regulations
- Exhibit C - Draft House National City Program Regulations - Redline
- Exhibit D - House National City Program Floor Area Ratio Information Guide
- Exhibit E - National City Zoning Map
- Exhibit F - City Council Power Point Presentation



KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

BERKELEY

A. JERRY KEYSER
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To: Carlos Aguirre, Director of Housing Authority
City of National City

LOS ANGELES

KATHLEEN H. HEAD
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JULIE L. ROMEY
TIM BRETZ

From: KEYSER MARSTON ASSOCIATES, INC.

Date: September 15, 2022

Subject: Financial Feasibility Evaluation – House National City

SAN DIEGO
PAUL C. MARRA

I. INTRODUCTION

Background

The City of National City (City) is currently in the process of a Focused General Plan Update (FGPU) with assistance from WSP USA (WSP) and Gates Planning Strategies (GPS) (collectively, Consultant Team). As part of the FGPU effort, the City and Consultant Team engaged Keyser Marston Associates, Inc. (KMA) to conduct financial feasibility analyses related to the proposed opt-in House National City Program (Program). The goal of the proposed Program is to increase the supply of affordable housing, incentivize housing within Transit Priority Areas (TPAs), increase transit ridership, and provide additional community benefits. The draft Program currently under review includes certain requirements such as affordable housing set-asides and a unit mix that incorporates larger family units. In exchange, eligible projects would receive incentives such as Floor Area Ratio (FAR)-based density, reduced parking ratios, fee waivers, and waiver of base zone regulations. The Program's requirements and incentives as of the date of this report are summarized below.

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Summary of Proposed House National City Program	
Requirements	<ul style="list-style-type: none"> • Within Program-designated FAR Tier 1 or FAR Tier 2 zones • Set-aside of 10% of total post-bonus units @ 50% Area Median Income (AMI)
Incentives	<ul style="list-style-type: none"> • FAR-based density • Development Impact Fee (DIF) waiver • Reduced parking to allow for 1.0 parking space for units above 800 SF and 0.50 parking space for units under 800 SF • Further reduced parking ratio of 0.50 parking spaces for all units

KMA Methodology

To assess the financial feasibility of the proposed Program, KMA performed the following tasks:

- Reviewed potential development concepts prepared by WSP for six (6) test sites (Test Sites) within the Program’s qualified FAR Tier zones. These Test Sites were selected because they represent a variety of characteristics in the National City real estate market, including site location, zoning, density, lot size/coverage, design standards, and setback requirements.
- Collaborated with WSP to formulate two (2) multi-family rental development prototype scenarios for each Test Site: (a) a Base Case Scenario, reflecting maximum development yield under existing zoning, and (b) a Bonus Scenario, reflecting potential development yield achievable based on the requirements and incentives contained in the proposed Program.
- Conducted market research for the National City and South Bay multi-family residential market, including market rents, comparable land sales, and project values.
- Prepared financial pro forma models for each pair of Base Case/Bonus Scenarios for each Test Site to measure the impact of the Program on development economics. In some cases, KMA determined that some Base Case Scenarios were not feasible under current market conditions. As a result, KMA also determined the required increase in market rent (“break-even rent”) for the Base Case Scenario to become economically feasible.
- Prepared a series of alternative financial pro forma models reflecting additional developer incentives (Additional Incentives) such as:

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- (a) Reduced required parking ratio to 0.50 parking spaces for all units
- (b) Less restrictive affordability, i.e., providing a minimum of 10% three-bedroom units in exchange for less restrictive affordability (10% @ 80% AMI post-bonus)
- (c) Waiver of base zone regulations such as setback, lot coverage, and street frontage requirement

January 2023 Addendum

It is important to note that after the date this memorandum report was originally published, California Governor Gavin Newsom approved Assembly Bill No. 2097 (AB 2097) on September 22, 2022. AB 2097 prohibits a public agency from imposing any minimum parking requirement on any residential, commercial, or other development project that is located within one-half mile of public transit. AB 2097 has only been in effect since January 1, 2023; therefore, there is little concrete evidence available regarding how it will impact development economics for individual multi-family development proposals. However, it is the KMA view that developers are unlikely to propose multi-family projects in National City with extremely limited or no parking in the near-term. As demonstrated in this report, the KMA financial analyses conclude that reduced parking ratios, where accepted by the marketplace, positively impact project feasibility.

Report Organization

This executive summary memorandum report is organized as follows:

- Following this Introduction, Section II presents the KMA key findings.
- Section III presents the financial pro forma methodology.
- Section IV reviews key factors for Program viability and development feasibility.
- Finally, Section V presents Limiting Conditions governing the KMA feasibility evaluation.

II. KEY FINDINGS

The KMA key findings from the financial feasibility evaluation are summarized in the table below.

Overall Financial Feasibility Conclusions

- **The proposed Program is viable under certain site, planning, and market conditions.** A key feasibility factor is whether developers are able to utilize the proposed Program bonus to achieve a substantial increase in total units without advancing to a significantly more costly construction type and/or parking configuration.
- **The proposed Program is formulated to strike the balance between capturing the value enhancement for community benefits** – rather than creating a windfall in increased land value to property owners.
- **It will be important to monitor Program results in terms of the mix, type, size, location, and other key features of development projects proposed and implemented under the Program.** This will enable the City, in coordination with property owners, developers, and other key stakeholders, to determine if the Program is delivering the desired community benefits while also enabling project feasibility.
- **The Baseline Program’s waiver of Development Impact Fees (DIFs) contributes to higher project feasibility.** The waiver of DIFs for all covenant-restricted affordable units and units larger than 800 SF reduces the estimated development costs of the project, thereby enhancing financial feasibility.
- **The Baseline Program is more feasible when parking ratio is reduced to 0.50 parking spaces per unit.** Parking ratio is a large factor that impacts a project’s feasibility. KMA tested a range of parking ratios ranging from zero to 1.00 per unit in the Bonus Scenarios, finding that projects with a lower parking ratio experienced greater financial feasibility. KMA believes that the proposed minimum parking ratio of 0.50 allows an option for projects to enhance feasibility in exchange for providing affordable and/or family units. However, to date there is limited experience outside of dense urban areas with multi-family housing development with fewer than 1.00 parking space per unit. Therefore, the market may react slowly to this incentive, i.e., gradually introduce projects with lower parking ratios over time.
- **The Program’s Additional Incentive of 10% @ 80% AMI post-bonus units in exchange for a minimum of 10% three (3)-bedroom units is moderately feasible.** The requirement of three-bedroom units is likely to negatively impact the feasibility of a project due to the lower achievable rents per SF and higher operating expenses. Therefore, KMA believes that allowing less restrictive affordability will help offset the financial impact of requiring three-bedroom family units.

Overall Financial Feasibility Conclusions

- **The Program’s Additional Incentive of waiver of base zone regulations contributes to higher feasibility.** Potential waivers of base zone regulations – such as maximum lot area, street frontage requirements, minimum lot coverage, and front/side setbacks – allow for more market-rate and affordable units to be developed on a site. While the higher project density associated with the additional units may increase project construction costs on a per-SF basis, the additional rental income and greater economies of scale will help improve project feasibility.

It is important to note that density bonuses do not always result in improved economics for multi-family development projects. In many cases, developers are already maximizing the achievable building height and density within the most feasible construction type (e.g., wood, steel, or concrete) and parking configuration (e.g., surface, tuck-under, wrap, podium, or subterranean). Additional height or density may trigger a change in construction type, causing the project to be more expensive to build. Depending on the site location and surrounding market, a taller, denser building may or may not be able to achieve higher market rents to offset the higher construction costs. The KMA feasibility analyses assume that the Bonus Scenarios will result in projects with smaller average unit sizes and more amenities than their corresponding Base Case Scenarios. Where these factors support higher market rents in the Bonus Scenario, the Program’s density bonus is likely to improve the economic feasibility of a multi-family development.

III. FINANCIAL PRO FORMA METHODOLOGY

This section provides an overview of the KMA financial pro forma methodology used to conduct the comparative evaluation of the Base Case vs. Bonus Scenarios.

1. KMA participated in discussions with WSP, GPS, and City staff that resulted in the identification of potential development concepts for six (6) Test Sites within the Program’s FAR Tiers. FAR Tier 1 refers to sites where any portion of the premises is located outside the Downtown Specific Plan. FAR Tier 2 encompasses any premises located on Plaza Bonita Road, within the Hospital District, and along Sweetwater Road/East 30th, as well as the area along 4th Avenue that is south of State Route 54 (SR54) that is zoned MXC-2.
2. WSP formulated two (2) multi-family rental development prototype scenarios for each Test Site:
 - (a) A Base Case Scenario, reflecting maximum development yield under either (1) existing zoning or, when applicable, (2) the new proposed zoning as part of the FGPU. The Base Case Scenarios

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ranged in density from 21 to 75 units per acre. These range from Type V (wood) townhomes with tuck-under parking to Type V (wood) apartments with podium parking.

- (b) A Bonus Scenario, reflecting potential development yield achievable based on the requirements and incentives contained in the proposed Program. The Bonus Scenarios ranged in density from 56 to 176 units per acre.
3. KMA prepared financial pro forma models for each pair of Base Case/Bonus Scenarios, for each Test Site, in order to measure the impact of the Program requirements and incentives on development economics. Financial feasibility was measured in terms of residual land value. Residual land value is defined as the maximum land value supported by a proposed development. It is calculated by estimating total project value upon completion and subtracting the estimated total development costs (other than land acquisition costs) required to develop the project. All development concepts were tested as rental housing, reflective of recent multi-family development trends in the National City and South Bay markets. All Base Case pro formas were modeled as economically feasible projects in order to provide an appropriate starting point for comparison with the Bonus Scenario pro forma under the proposed Program. As stated previously, some Base Case Scenarios were not feasible under current market conditions. KMA determined that in order for the Base Case Scenarios to achieve financial feasibility, current market rents must increase between 4% and 28% over prevailing market rents in the current market.
- (a) Bonus Scenarios assumed the following:
- Waiver of existing units/acre density limit and a new FAR density limit based on whether the development is located in FAR Tier 1 or FAR Tier 2.
 - Waiver of parking requirements to allow one (1) parking space for units larger than 800 SF and 0.50 parking spaces for units less than 800 SF.
 - Waiver of DIFs for all covenant-restricted affordable dwelling units and all dwelling units that exceed 800 SF.
- (b) KMA analyzed Additional Incentives on select Sites such as: (1) waiver of parking requirements to allow for 0.50 parking spaces per unit for all units; (2) provision of a minimum of 10% three-bedroom family units in exchange for 10% @ 80% AMI post-bonus units; and (3) waiver of base zone regulations, including street frontage requirements, lot coverage, and setback requirements.

- (c) KMA compared the residual land value outcomes of the Base Case Scenarios versus the corresponding Bonus Scenarios. Based on an analysis of current market data, KMA determined that comparable land values for multi-family development in the City are approximately \$60 per SF land area (order-of-magnitude estimate). In order for the proposed Program to be feasible for a development project, the Bonus Scenario would need to generate a higher residual land value than the Base Case Scenario. In cases where the Bonus Scenario generated a higher residual land value than the Base Case Scenario, KMA concluded that it would be feasible for a developer to opt into the proposed Program.
- (d) Conclusions for the Baseline Program and Additional Incentives as measured against the six (6) Test Sites are presented below. As shown, the modifications to the Baseline Program, such as reduced parking ratio or waiver of base zone regulations, contributed to greater feasibility.

Overall Feasibility Conclusion				
	Baseline Program		Additional Incentives	
	Baseline	Baseline + Reduced Parking Ratio	Baseline + 3-Bedroom Requirement	Baseline + Waiver of Base Zone Regulations
I. Public Benefit	<ul style="list-style-type: none"> Affordable units 	<ul style="list-style-type: none"> Affordable units 	<ul style="list-style-type: none"> Affordable units Minimum 10% 3-bedroom units 	<ul style="list-style-type: none"> More affordable units
II. Developer Incentives	<ul style="list-style-type: none"> Far density DIF waiver Reduced parking 	<ul style="list-style-type: none"> FAR density DIF waiver Further reduced parking (0.50 spaces/unit) 	<ul style="list-style-type: none"> FAR density DIF waiver Reduced parking Less restrictive affordability 	<ul style="list-style-type: none"> FAR density DIF waiver Additional waivers (e.g., setbacks, open space, lot coverage)
III. Proposed Level of Affordability	<ul style="list-style-type: none"> 10% @ 50% AMI (Post-bonus) 	<ul style="list-style-type: none"> 10% @ 50% AMI (Post-bonus) 	<ul style="list-style-type: none"> 10% @ 80% AMI (Post-bonus) 	<ul style="list-style-type: none"> 10% @ 50% AMI (Post-bonus)
IV. Overall Feasibility Conclusion	Moderately Feasible	Feasible	Moderately Feasible	Feasible

IV. KEY FACTORS CONTRIBUTING TO PROGRAM VIABILITY

The following section presents the KMA conclusions regarding certain project characteristics and Program features that will encourage developers to opt into the proposed Program.

Developers will be more likely to opt into the proposed Program when:

- There is sufficient market acceptance and support for projects with lower parking ratios.

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- Higher market rents on a per-SF basis can be achieved for smaller units in multi-family or mixed-use buildings by offering a variety of project amenities.
- The project is able to utilize greater density under the Program to provide additional units without advancing to a more costly construction type and/or parking configuration.

Based on the feasibility analyses, KMA concludes that the following proposed Program features demonstrate a positive impact on overall project feasibility:

- DIFs are waived for all covenant-restricted affordable units and units larger than 800 SF.
- The number of affordable units does not exceed 10% of post-bonus unit total.
- Parking ratio is reduced to a minimum of 0.50 parking spaces per unit.
- Waivers of base zone regulations are available in order to increase the number of units developed on the site.

V. LIMITING CONDITIONS

1. KMA has made extensive efforts to confirm the accuracy and timeliness of the information contained in this document. Although KMA believes all information in this document is correct, it does not guarantee the accuracy of such and assumes no responsibility for inaccuracies in the information provided by third parties.
2. The findings are based on economic rather than political considerations. Therefore, they should be construed neither as a representation nor opinion that government approvals for development can be secured. No guarantee is made as to the possible effect on development of current or future Federal, State, or local legislation including environmental or ecological matters.
3. The analysis, opinions, recommendations, and conclusions of this document are KMA's informed judgment based on market and economic conditions as of the date of this report. Due to the volatility of market conditions and complex dynamics influencing the economic conditions of the building and development industry, conclusions and recommended actions contained herein should not be relied upon as sole input for final business decisions regarding current and future development and planning.

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4. Development opportunities are assumed to be achievable during the specified time frame. A change in development schedule requires that the conclusions contained herein be reviewed for validity. If an unforeseen change occurs in the local or national economy, the analysis and conclusions contained herein may no longer be valid.
5. Any estimates of development costs, project income, and/or value in this evaluation are based on the best available project-specific data as well as the experiences of similar projects. They are not intended to be predictions of the future for the specific project. No warranty or representation is made that any of these estimates or projections will actually materialize.
6. It has been assumed that the value of the property will not be impacted by the presence of any soils, toxic, or hazardous conditions that require remediation to allow development. Additionally, it is assumed that perceived toxic conditions (if any) on surrounding properties will not affect the value of the property.
7. KMA is not advising or recommending any action be taken by the City with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).
8. KMA is not acting as a Municipal Advisor to the City and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the City pursuant to Section 15B of the Exchange Act with respect to the services provided hereunder and any information and material contained in KMA's work product.
9. The City shall discuss any such information and material contained in KMA's work product with any and all internal and/or external advisors and experts, including its own Municipal Advisors, that it deems appropriate before acting on the information and material.

Gates Planning Strategies

MEMORANDUM

DATE: 3/11/2023

PREPARED BY: Lara Gates, Planning and Community Engagement Consultant

SUBJECT: House National City Program: Revised Draft Regulations

The following memorandum provides details for the draft House National City Program regulations. The following sections are included in the draft regulations for consideration:

- Purpose, Intent, and Definitions
- Application of House National City Regulations
- Required Replacement of Existing Affordable Units
- Tenant Benefits, Rights, and Obligations
- Incentives in Exchange for Transit Priority Area Affordable Housing
- Required Provision of Affordable Dwelling Units
- Supplemental Development Regulations
- Proposed Glossary Terms

Chapter 18.49

FLOOR AREA RATIO BONUS REGULATIONS

Sections:

18.49.010 Purpose.

18.49.020 Definitions.

18.49.030 Application of House National City Regulations.

18.49.040 Required Replacement of Existing Affordable Units.

18.49.050 Tenant Benefits, Rights and Obligations.

18.49.060 Incentives in Exchange for Transit Priority Area Affordable Housing.

18.49.070 Required Provision of Affordable Dwelling Units.

18.49.080 Supplemental Development Regulations.

18.49.10 Purpose.

The purpose of these regulations is to provide a floor area ratio-based density bonus incentive program for development within areas served by transit that provides housing for very low-income or low-income households and other community benefits. These regulations are intended to materially assist in providing adequate housing for the community, to provide a balance of housing opportunities within the City of National City with an emphasis on housing near transit, and to provide community benefits that assist

with uplifting the quality of life for residents and reducing the impacts of gentrification and tenant displacement. For purposes of this opt-in program, two floor area ratio (FAR) tiers (*FAR Tier 1* and *FAR Tier 2*, as described below) would apply and would supersede the dwelling unit per acre maximums allowed by the base zones. The following base zones are included as part of this program: MCR-1; MCR-2; MXC-1; MXC-2; MXD-1; MXD-2; RM-1; RM-2; RM-3; MXT. New development shall comply with the underlying development standards of the zone in which the property is located, unless otherwise waived by this chapter.

These regulations do not implement [California Government Code Section 65915](#) (State Density Bonus Law), which is implemented through Chapter 18.48 (Density Bonus and Affordable Housing Incentives).

18.49.020 Definitions.

- A. For purposes of this Division, the following definitions shall apply:
1. *FAR Tier 1* means any premises where any portion of the premises is outside the Downtown Specific Plan area.
 - a. Tier 1: 2.5 FAR Bonus Zones: MCR-1; MCR-2/TOD; RM-1; and MXT
 - b. Tier 1: 4.0 FAR Bonus Zones: MXC-1; MXD-1; RM-2; RM-3; and MXD-2
 2. *FAR Tier 2* means any premises located on Plaza Bonita Road, within the Hospital District, and along Sweetwater Road/East 30th Street, as well as the area along 4th Avenue, located south of SR-54.
 - a. Tier 2: 4.0 FAR Bonus Zone: MXC-2
 3. *Affordable dwelling units* are defined as:
 - a. Subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to very low income or low income households during the five (5) year period preceding the development application.
 - b. Dwelling units that are or were occupied by very low income or low income households during the five (5) year period preceding the development application.
 4. *Transit Priority Areas (TPA)*: Transit priority area means the area defined in California Public Resources Code Section 21099, as may be amended, or an area within one-half mile of a major transit stop that is existing or planned, if the planned major transit stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program.

18.49.030 Application of House National City Regulations.

- A. At the request of the applicant, the regulations in this Division shall apply to any development within the areas defined as *FAR Tier 1 or 2*. Parcels shall be zoned for twenty dwelling units per acre or higher. A land use designation that is residential or mixed-use or a residential or mixed-use overlay zone shall be required. Furthermore, all of the following requirements shall be met in order to utilize the House National City Program provisions:
1. The development includes dwelling units affordable to very low-income or low-income households, in accordance with Municipal Code Section 18.48.020 and the following criteria:
 - (a) Within the categories of *very low-income* or *low-income* households, affordable dwelling units may be further targeted or restricted for senior citizens, as defined in California Civil Code Sections 51.3 and 51.11.
 - (b) Within the *very low-income* category, affordable dwelling units may be further targeted or restricted for transitional foster youth, as defined in Section 66025 of the California Education Code; disabled veterans as defined in Section 18541 of the California Government Code; or homeless persons as defined in the McKinney-Vento Homeless Assistance Act.
 - (c) A portion of the total dwelling units in the development shall be reserved for *very low-income* or *low-income* households, in accordance with Municipal Code Section 18.48.020.
 2. The dwelling units within the development shall not be used for a rental term of less than 30 consecutive days.
 3. The development shall comply with the height limit prescribed by the base zone.
- B. The regulations in this Division shall not apply to the following types of development:
1. Development that proposes to concurrently utilize the density bonus provided in Chapter 18.48 (Affordable Housing Regulations). Existing development that was constructed in accordance with the Affordable Housing Regulations and situations in which an applicant proposes to construct additional dwelling units through a new development application may utilize this Division to add gross floor area and density if the existing development was constructed using the maximum density bonus available based on the affordability level of the development.
 2. Development that includes visitor accommodations, except a single room occupancy (SRO) hotel.

- C. The regulations in this Division may be utilized to add gross floor area (GFA) to an existing development through the construction of additional dwelling units. The additional gross floor area allowed shall be determined as follows:
1. The additional GFA is determined by multiplying the remaining lot area by the applicable FAR. The remaining lot area is the difference between the lot coverage of the existing development and the lot area.
 2. The minimum number of dwelling units is determined by multiplying the maximum number of dwelling units that could be constructed on the remaining lot area by 0.80.
 - (a) For this calculation, the maximum number of pre-density bonus dwelling units that could be constructed on the remaining lot area is calculated by dividing the remaining lot area by the maximum permitted density under the base zone.
 - (b) If the number calculated for the minimum number of dwelling units exceeds a whole number by more than 0.50, the minimum number of dwelling units shall be rounded up to the next whole number.
- D. The regulations in this Division may be utilized to add GFA for residential development to an existing non-residential development through the conversion of existing non-residential space to permanent rental or for-sale dwelling units.
- E. The required number of affordable dwelling units shall be calculated in accordance with Section 18.49.070. To calculate the required number of affordable dwelling units, all density calculations resulting in fractional units shall be rounded up to the next whole number. Existing covenant-restricted affordable dwelling units shall not be counted towards the affordable housing requirement in this Division.
- F. The regulations in this Division shall not supersede the regulations of any other Municipal Code Section unless specified.

18.49.040 Required Replacement of Existing Affordable Units.

- A. An applicant is ineligible for any incentive under this Division if the premises on which the development is proposed contains, or during the seven years preceding the application, contained, rental dwelling units that have had the rent-restricted by law or covenant to persons and families of *low income* or *very low income*, or have been occupied by persons and families of *low income* or *very low income* unless the proposed development replaces the affordable dwelling units, and either:
1. Provides affordable dwelling units at the percentages set forth in Section 18.48.020 (inclusive of the replacement dwelling units), or

2. Provides all of the dwelling units in the development as affordable to *low-income* or *very low-income* households, excluding any manager's unit(s).
- B. The number and type of required replacement affordable dwelling units shall be determined as follows:
1. The development shall replace all existing and demolished affordable dwelling units on the premises. Affordable dwelling units are defined as:
 - a. Subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to *very low income* or *low income* households during the five (5) year period preceding the development application.
 - b. Dwelling units that are or were occupied by *very low income* or *low income* households during the five (5) year period preceding the development application.
 2. The affordable dwelling units shall be replaced as follows:
 - a. For a development containing any occupied affordable dwelling units, the development must:
 - (a) Contain at least the same number of replacement affordable dwelling units, of equivalent size and bedrooms, and must be made affordable to and occupied by persons and families in the same or a lower income category as the occupied affordable dwelling units.
 - (b) For unoccupied affordable dwelling units in the development, the replacement affordable dwelling units shall be made affordable to and occupied by persons and families in the same or lower income category as the last household in occupancy.
 - (c) If the income category of the last household is unknown, it is presumed that the affordable dwelling units were occupied by *very low-income* and *low-income* renter households in the same proportion of *very low-income* and *low-income* renter households to all renter households within the City of National City, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database, and replacement affordable dwelling units shall be provided in that same percentage.
 - b. If all of the affordable dwelling units are vacant or have been demolished within the last seven (7) years preceding the application, the development must:
 - (a) Contain at least the same number of replacement affordable dwelling units, of equivalent size and bedrooms, as existed at the high point of those units in the seven-year period preceding the application, and must be made affordable to and occupied by persons and families in

the same or a lower income category as those in occupancy at that same time.

- (b) If all of the affordable dwelling units are vacant or have been demolished within the seven years preceding the application, the development must contain at least the same number of replacements affordable dwelling units, of equivalent size and bedrooms, as existed at the high point of those units in the seven-year period preceding the application and must be made affordable to and occupied by persons and families in the same.
 - (c) If the income categories are unknown for the high point, it is presumed that the dwelling units were occupied by *very low-income* and *low-income* renter households in the same proportion of *very low-income* and *low-income* renter households to all renter households within the City of National City, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database, and replacement dwelling units shall be provided in that same percentage.
3. All replacement affordable dwelling unit calculations resulting in fractional units shall be rounded up to the next whole number.
 4. All rental replacement affordable dwelling units shall be affordable for at least 55 years through a recorded affordability restriction documented by written agreement, and a deed of trust securing the agreement, entered into by the applicant and the National City Housing Authority.
 5. Any existing residents will be allowed to occupy their dwelling units until six months before the start of construction activities with proper notice, which shall occur at least 12 months prior to the anticipated date of termination. The property owner shall deliver a written notice of intent to terminate to the Housing Authority and to each tenant household as part of the development permit application.
 6. The applicant agrees to provide relocation benefits to the occupants of those affordable residential dwelling units, and the right of first refusal for a comparable dwelling unit available in the new housing development at a rent affordable to *very low-* or *low income* households.
 - (a) The displaced occupants are entitled to payment for actual moving and related expenses that the Housing Authority determines to be reasonable and necessary.
 - (b) For any *very low-* or *low income* household displaced by conversion, the applicant shall pay to such household an amount in accordance with Chapter 16

(commencing with Section 7260) of Division 7 of Title 1 of the California Government Code.

- (c) For a development, residents living in the jurisdictional boundary limits of National City at the time of application shall receive priority for 75 percent of the affordable dwelling units in the development that are reserved for *very low-income* or *low-income* households. For National City residents who may have been displaced from their rental units in the preceding ten (10) year time frame and can demonstrate proof of National City residency from those ten years, those residents shall be eligible to receive priority for 75 percent of the new affordable dwelling units.
7. All for-sale replacement affordable dwelling units shall be subject to the following provisions:
- (a) The initial occupant of all for-sale affordable dwelling units shall be a *very low-income* or *low-income* household.
- (b) Prior to, or concurrent with, the sale of each affordable dwelling unit, the applicant shall require the buyer to execute and deliver a promissory note in favor of the National City Housing Authority so that the repayment of any initial subsidy is ensured.
- (c) Each for-sale affordable dwelling unit shall be occupied by the initial owner at all times until the resale of the affordable dwelling unit.
- (d) Upon the first resale of a affordable dwelling unit, the seller shall comply with all conditions regarding the sale of a dwelling unit, as applied by the National City Housing Authority, and as set forth in California Government Code Section 65915(c)(2).
8. Development shall comply with the California Department of Housing and Community Development Tenant Preference policies contained within [Government Code Section 7061](#). Furthermore, development shall comply with the [City of National City Preference Policy](#) as stipulated in [Resolution 2016-38](#).
- C. The applicant shall provide existing residents of affordable dwelling units with all of the following:
1. The ability to occupy their existing units until six months before the start of construction activities with proper notice, pursuant to California Government Code Sections 7260 through 7277. Any existing residents will be allowed to occupy their existing dwelling units until six months before the start of construction activities with proper notice, which shall occur at least 12 months prior to the anticipated date of termination of tenancy. The property owner shall deliver a written notice of intent to

- terminate tenancy to the National City Housing Authority and to each tenant household as part of the development permit application.
2. To those households that remain in an affordable dwelling unit, the applicant shall provide:
 - (a) Relocation benefits pursuant with the requirements of California Government Code Sections 7260 through 7277 for public agencies. The applicant or applicant's agent shall engage a qualified third-party contractor or consultant to oversee the provision of the required relocation benefits. The third-party contractor or consultant shall provide a letter to the National City Housing Authority certifying compliance with the relocation benefits requirements after completion of the relocation process.
 - (b) A right of first refusal for a comparable dwelling unit available in the new development affordable to the household at an affordable rent or affordable housing cost based on household income in accordance with Table 143-12A.
 - (c) Residents living within one mile of the development at the time of application shall receive priority for 75 percent of the affordable dwelling units in the development that are reserved for *very low-income* or *low-income* households. For National City residents who resided in National City for a period of three months or longer and who may have been displaced from their rental units in the preceding ten (10) year time frame and can demonstrate proof of National City residency from those ten years, those residents shall be eligible to receive priority for 75 percent of the new affordable dwelling units.

18.49.50 Tenant Benefits, Rights, and Obligations.

- A. The subdivider of a condominium conversion project shall provide the benefits specified in Section 18.30.090 (C) to persons whose tenancy in *very low-* and *low-income* units is in a project the subdivider terminates due to the condominium conversion.
- B. The applicant shall provide a relocation assistance payment to all tenants of the project including:
 - a. A relocation payment of three months' rent based on the current National City "fair market rent" for apartment size, as established by the U.S. Department of Housing and Urban Development. The relocation payment shall be paid no later than the day on which the applicant gives notice to the tenant to vacate the premises and shall be based upon the fair market rent at the time of the notice.
 - b. The applicant shall provide relocation benefits pursuant to California Government Code Sections 7260 through 7277 for public agencies.
 - c. The applicant or applicant's agent shall engage a qualified third-party contractor or consultant to oversee the provision of the required relocation benefits.

- d. The third-party contractor or consultant shall provide a letter to the National City Housing Authority certifying compliance with the relocation benefits requirements after completion of the relocation process.
- C. Any existing tenants in the project will be allowed to occupy their existing dwelling units until six months before the start of construction activities with proper notice, which shall occur at least 12 months prior to the anticipated date of termination of tenancy. The property owner shall deliver a written notice of intent to terminate tenancy to the National City Housing Authority and to each tenant household as part of the submission of a development permit.
 - D. Displaced residents may relocate to a dwelling unit in National City or outside of the city's jurisdiction and remain eligible to apply for affordable housing opportunities within a ten year period of vacating the affordable dwelling unit in which the resident established residency for a period of at least three (3) months in National City.

18.49.060 Incentives in Exchange for Transit Priority Area Affordable Housing.

An applicant proposing development that is consistent with the criteria in Section 18.49.030(A)(C) shall be entitled to the following incentives:

- A. Waiver of the existing FAR, and implementation of a new FAR based upon whether the development is located in *FAR Tier 1* or *FAR Tier 2* as specified in Section 18.49.020.
- B. Waiver of the maximum permitted residential density of the land use designation(s) in the applicable land use plan. Density shall be limited by the allowable floor area ratio of the affordable density bonus in *FAR Tier 1* and *FAR Tier 2* and the requirements of the California Building Code as adopted and amended by the City of National City, unless otherwise specified.
- C. Waiver of Development Impact Fees for all covenant-restricted affordable units and units exceeding 800 SF.
- D. Waiver of the following applicable base zone regulations:
 1. Minimum lot area if a qualifying development is proposed in a lot with an area of 5,000 square feet or less.
 2. Street frontage requirements, if safe and adequate access to the premises can be provided to the satisfaction of the Fire Department.
 3. Maximum lot coverage if a qualifying development is proposed in a lot with a maximum lot coverage of 75 percent or less.

4. Floor Area Ratio (FAR) Bonus for Residential Mixed-Use. Development utilizing the regulations in this Division shall not be eligible for other FAR or density bonuses.
 5. Maximum front setback or street side setback if the maximum is 20 feet or less.
- E. Waiver of the personal storage area requirement in Section 18.42.070 (A)(7) and the private exterior open space requirement in Section 18.41.040 for all dwelling units in the development.
- F. Use of up to four Affordable Housing Incentives. An applicant utilizing the regulations in this Division shall be entitled to incentives for any development for which a written agreement and a deed of trust securing the agreement is entered into by the applicant and the National City Housing Authority.
1. An incentive means any of the following:
 - (a) A deviation to a development regulation, with the exception of any regulations or requirements of this Division;
 - (b) Any other incentive proposed by the applicant that results in identifiable, actual cost reductions.
 2. Items not considered incentives by the City of National City include but are not limited to the following:
 - (a) A waiver of any required permit;
 - (b) A waiver of fees or dedication requirements with the exception of Development Impact Fees and TDIF for restricted affordable units and units exceeding 800 square feet;
 - (c) A direct financial incentive;
 - (d) A waiver of any of the requirements, regulations, or standards of this Division;
 - (e) A waiver of the height limit.
 3. An incentive requested as part of a development meeting the requirements of this Division shall be processed according to the following:
 - (a) Upon an applicant's request, a development that meets the applicable requirements of this Division shall be entitled to incentives unless the City makes a written finding of denial based upon substantial evidence, of any of the following:

- i. The incentive is not required in order to provide for affordable housing costs, as defined in California Health and Safety Code Sections 50052.5 and 50053;
 - ii. The incentive would have a specific adverse impact upon public health and safety as defined in Government Code Section 65589.5, the physical environment, including environmentally sensitive lands for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to *very low-income* and *low-income* households;
 - iii. The incentive would be contrary to state or federal law. Requested incentives shall be analyzed in compliance with the California Environmental Quality Act (CEQA) and no incentive shall be granted without such compliance.
- (b) The granting of an incentive shall not require a General Plan amendment, zoning change, a development permit, or other discretionary approval.
- (c) When a development permit is otherwise required, the decision to deny a requested incentive shall be made by City staff responsible for processing the development permit.
4. The number of incentives available is as follows:
- (a) Three incentives for a development that includes at least 10 percent of the post-density dwelling units for *very low-income* households at or below 50 percent area median income (AMI).
 - (b) Four incentives for a development in which at least 10 percent of the post-density bonus covenant-restricted dwelling units are three bedrooms at or below 80 percent AMI.
- G. Affordable Housing waivers may be granted, except that waivers cannot be used to deviate from the requirements of this Division. An applicant utilizing the regulations in this Division shall be entitled to a waiver for any development for which a written agreement and a deed of trust securing the agreement is entered into by the applicant and the National City Housing Authority.
1. A waiver means a request by an applicant to waive or reduce a development standard that physically precludes construction of development meeting the criteria of this Division.
 2. Upon an applicant's request, a development that meets the applicable requirements of this Division shall be entitled to a waiver unless the City staff responsible for

processing the development permit makes a written finding of denial based upon substantial evidence that is in compliance with State of California Affordable Housing Density Bonus Government Code, of any of the following:

- (a) The waiver would have a significant, quantifiable, direct, and unavoidable impact upon health, safety, or the physical environment for which there is no feasible method to mitigate or avoid the impact;
 - (b) The waiver would be contrary to state or federal law. Requested waivers shall be analyzed in compliance with CEQA as set forth in Chapter 12, Article 8, and no waiver shall be granted without such compliance; or,
3. The granting of a waiver shall not require a General Plan amendment, zoning change, development permit, or other discretionary approval.
 4. There is no limit on the number of waivers an applicant may request.

18.49.070 Required Provision of Affordable Dwelling Units.

- A. An applicant requesting the application of the regulations in this Division shall agree to the City of National City's written agreement to provide affordable dwelling units, entered into by the applicant and the National City Housing Authority and secured by a deed of trust, that meets the following requirements:
 1. Provides at least 10 percent of the post-density bonus rental dwelling units in the development, excluding any additional dwelling units allowed under a floor area ratio bonus, for rent by *very low-income* households at a cost, including an allowance for utilities, which does not exceed 30 percent of 50 percent of the AMI, as adjusted for household size.
 2. Provides at least 10 percent of the post-density bonus rental dwelling units in the development as three-bedroom units, excluding any additional dwelling units allowed under the FAR bonus, for rent by *low-income* households, including an allowance for utilities, which does not exceed 30 percent of 80 percent of the AMI, as adjusted for household size.
 3. For rental dwelling units to be counted as affordable and meet the requirements of this Division, the following qualifying criteria shall be met:
 - (a) The affordable dwelling units shall be comparable in bedroom mix and amenities to the market-rate dwelling units in the development, as determined by the National City Housing Authority, except that the affordable dwelling units shall not be required to exceed three bedrooms per dwelling unit. The affordable dwelling units shall have access to all common areas and amenities provided by the

development. The square footage and interior features of the affordable units shall be good quality and consistent with current building standards for new housing in the City of National City.

- (b) The affordable dwelling units shall remain available and affordable for a period of at least 55 years, unless 100 percent of the dwelling units in the development are affordable and the development is owned and operated by an institution of higher education, including a community or junior college, college or university, or a religious institution-affiliated housing development project, as defined in California Government Code Section 65913.6, in which case the affordable dwelling units shall remain available and affordable for a period of at least 25 years.
- B. Nothing in this Division shall preclude an applicant from using affordable dwelling units constructed by another applicant to satisfy the requirements of this Division, including contracting with an affordable housing developer with experience obtaining tax-exempt bonds, low-income housing tax credits, and other competitive sources of financing, upon approval by the National City Housing Authority.

18.49.080 Supplemental Development Regulations

Development utilizing the regulations in this Division must comply with the following Supplemental Development Regulations and may not utilize incentives or waivers provided in Section 18.49.060 to deviate from the requirements in Section 18.48.080.

- a) Pedestrian Circulation Space. All development shall include the following pedestrian circulation improvements:
1. Sidewalk Widening. A sidewalk widening enlarges a pre-existing or required sidewalk to a minimum of 10 feet in width measured perpendicular to the street. For a premise that is less than 25,000 square feet, an applicant may elect to provide public seating and pedestrian-oriented lighting, in lieu of a sidewalk widening.
 2. At least one, 24-inch box canopy tree is required for each 25 feet of street frontage on each side of the required sidewalk. See National City Street Tree guidelines for list of approved street trees.
 3. Above-ground utility placement within the sidewalk and/or pedestrian path is prohibited.
 4. Gated entryways and street yard fencing are prohibited.
 5. Green or cool roofs are defined as a roof with high reflectivity and emissivity that improves the energy efficiency of a building that has minimum reflectance of 0.70 and a minimum emittance of 0.75

- b) Buffer from Adjacent Freeways. Development on premises within 100 feet of a freeway shall comply with the following:
1. A 10-foot minimum landscaped buffer shall be provided between the residential and commercial uses and any freeway; and
 2. Outdoor areas such as balconies, patios, parks, plazas, and other spaces occupied by residents, customers, or members of the public shall be oriented away from the freeway.
- c) Transition to Adjacent Residential Single-Unit Zones. Development on premises directly adjacent to a Residential Single-zoned parcel, including RS-1; RS-2; RS-3, and RS-4, where an existing dwelling unit is located on the adjacent premises, shall comply with the following criteria:
- 1) Incorporate a transition plane in the development that does not exceed a 65-degree angle.
 - a. The transition plane for the development shall start from the shared property line with the RS zone and extend 1/3 of the lot depth.

Proposed Glossary Terms:

Low Income: Low income means any household whose income exceeds 50 percent but does not exceed 80 percent of the median income as adjusted for household size as defined by the U.S. Department of Housing and Urban Development for the San Diego Standard Metropolitan Statistical Area.

Very Low Income: Very low income means any household whose income does not exceed 50 percent of median income as adjusted for household size as defined by the U.S. Department of Housing and Urban Development for the San Diego Standard Metropolitan Statistical Area.

DRAFT

Gates Planning Strategies

MEMORANDUM

DATE: 2/123/11/2023

PREPARED BY: Lara Gates, Planning and Community Engagement Consultant

SUBJECT: House National City Program: Revised Draft Regulations

The following memorandum provides details for the draft House National City Program regulations. The following sections are included in the draft regulations for consideration:

- Purpose, Intent, and Definitions;
- Application of House National City Regulations;
- Required Replacement of Existing Affordable Units;
- Tenant Benefits, Rights, and Obligations;
- Incentives in Exchange for Transit Priority Area Affordable Housing;
- Required Provision of Affordable Dwelling Units;
- Supplemental Development Regulations
- Proposed Glossary Terms

Chapter 18.49

FLOOR AREA RATIO BONUS REGULATIONS

Sections:

18.49.010 Purpose.

18.49.020 Definitions.

18.49.030 Application of House National City Regulations.

18.49.040 Required Replacement of Existing Affordable Units.

18.49.050 Tenant Benefits, Rights and Obligations.

18.49.060 Incentives in Exchange for Transit Priority Area Affordable Housing.

18.49.070 Required Provision of Affordable Dwelling Units.

18.49.080 Supplemental Development Regulations.

18.49.10 Purpose.

The purpose of these regulations is to provide a floor area ratio-based density bonus incentive program for development within areas served by transit that provides housing for very low-income or low-income households and other community benefits. These regulations are intended to materially assist in providing adequate housing for the community, to provide a balance of housing opportunities within the City of National City with an emphasis on housing near transit, and to provide community benefits that assist

with uplifting the quality of life for residents and reducing the impacts of gentrification and tenant displacement. For purposes of this opt-in program, two floor area ratio (FAR) tiers (FAR Tier 1 and FAR Tier 2, as described below) would apply and would supersede the dwelling unit per acre maximums allowed by the base zones. The following base zones are included as part of this program: MCR-1; MCR-2; MXC-1; MXC-2; MXD-1; MXD-2; RM-1; RM-2; RM-3; MXT. New development shall comply with the underlying development standards of the zone in which the property is located, unless otherwise waived by this chapter.

~~A.~~ These regulations do not implement California Government Code Section 65915 (State Density Bonus Law), which is implemented through Chapter 18.48 (Density Bonus and Affordable Housing Incentives).

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18.49.020 Definitions.

- A. For purposes of this Division, the following definitions shall apply:
1. FAR Tier 1 means any premises where any portion of the premises is outside the Downtown Specific Plan area.
 - a. Tier 1: 2.5 FAR Bonus Zones: MCR-1; MCR-2/TOD; RM-1; and MXT
 - ~~a.~~ Tier 1: 4.0 FAR Bonus Zones: MXC-1; MXD-1; RM-2; RM-3; and MXD-2
 2. FAR Tier 2 means any premises located on Plaza Bonita Road, within the Hospital District, and along Sweetwater Road/East 30th Street, as well as the area along 4th Avenue, located south of SR-54, ~~which is zoned MXC-2.~~
 - a. Tier 2: 4.0 FAR Bonus Zone: MXC-2
 3. Affordable dwelling units are defined as:
 - a. Subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to very low income or low income households during the five (5) year period preceding the development application.
 - b. Dwelling units that are or were occupied by very low income or low income households during the five (5) year period preceding the development application.
 4. Transit Priority Areas (TPA): Transit priority area means the area defined in California Public Resources Code Section 21099, as may be amended, or an area within one-half mile of a major transit stop that is existing or planned, if the planned major transit stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program.

~~2.~~**18.49.030 Application of House National City Regulations.**

A. At the request of the applicant, the regulations in this Division shall apply to any development within the areas defined as *FAR Tier 1 or 2*. Parcels shall be zoned for twenty dwelling units per acre or higher. A land use designation that is residential or mixed-use or a residential or mixed-use overlay zone shall be required. Furthermore, all of the following requirements shall be met in order to utilize the House National City Program provisions:

1. The development includes dwelling units affordable to very low-income or low-income households, in accordance with Municipal Code Section 18.48.020 and the following criteria:

(a) Within the categories of *very low-income* or *low-income* households, affordable dwelling units may be further targeted or restricted for senior citizens, as defined in California Civil Code Sections 51.3 and 51.11.

(b) Within the *very low-income* category, affordable dwelling units may be further targeted or restricted for transitional foster youth, as defined in Section 66025 of the California Education Code; disabled veterans as defined in Section 18541 of the California Government Code; or homeless persons as defined in the McKinney-Vento Homeless Assistance Act.

~~(b)~~

(c) A portion of the total dwelling units in the development shall be reserved for *very low-income* or *low-income* households, in accordance with Municipal Code Section 18.48.020.

2. The dwelling units within the development shall not be used for a rental term of less than 30 consecutive days.

~~2.3.~~ The development shall comply with the height limit prescribed by the base zone.

~~3. Projects will be required to hold a minimum of one publicly noticed community workshop to solicit input on the proposed development.~~

B. The regulations in this Division shall not apply to the following types of development:

1. Development that proposes to concurrently utilize the density bonus provided in Chapter 18.48 (Affordable Housing Regulations). Existing development that was constructed in accordance with the Affordable Housing Regulations and situations in which an applicant proposes to construct additional dwelling units through a new development application may utilize this Division to add gross floor area and density if the existing development was constructed using the maximum density bonus available based on the affordability level of the development.

2. Development that includes visitor accommodations, except a single room occupancy (SRO) hotel.
- C. The regulations in this Division may be utilized to add gross floor area (GFA) to an existing development through the construction of additional dwelling units. The additional gross floor area allowed shall be determined as follows:
1. The additional GFA is determined by multiplying the remaining lot area by the applicable FAR. The remaining lot area is the difference between the lot coverage of the existing development and the lot area.
 2. The minimum number of dwelling units is determined by multiplying the maximum number of dwelling units that could be constructed on the remaining lot area by 0.80.
 - (a) For this calculation, the maximum number of pre-density bonus dwelling units that could be constructed on the remaining lot area is calculated by dividing the remaining lot area by the maximum permitted density under the base zone.
 - (b) If the number calculated for the minimum number of dwelling units exceeds a whole number by more than 0.50, the minimum number of dwelling units shall be rounded up to the next whole number.
- D. The regulations in this Division may be utilized to add GFA for residential development to an existing non-residential development through the conversion of existing non-residential space to permanent rental or for-sale dwelling units.
- E. The required number of affordable dwelling units shall be calculated in accordance with Section 18.49.070. To calculate the required number of affordable dwelling units, all density calculations resulting in fractional units shall be rounded up to the next whole number. Existing covenant-restricted affordable dwelling units shall not be counted towards the affordable housing requirement in this Division.
- F. The regulations in this Division shall not supersede the regulations of any other Municipal Code Section unless specified.

18.49.040 Required Replacement of Existing Affordable Units.

- A. An applicant is ineligible for any incentive under this Division if the premises on which the development is proposed contains, or during the seven years preceding the application, contained, rental dwelling units that have had the rent-restricted by law or covenant to persons and families of *low income* or *very low income*, or have been occupied by persons and families of *low income* or *very low income* unless the proposed development replaces the affordable dwelling units, and either:

1. Provides affordable dwelling units at the percentages set forth in Section 18.48.020 (inclusive of the replacement dwelling units), or
 2. Provides all of the dwelling units in the development as affordable to *low-income* or *very low-income* households, excluding any manager's unit(s).
- B. The number and type of required replacement affordable dwelling units shall be determined as follows:
- ~~1. The development shall replace all existing and demolished affordable dwelling units on the premises. Affordable dwelling units are defined as: The development shall replace all existing or demolished protected dwelling units on the premises.~~
 1.
 - a. Subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to very low income or low income households during the five (5) year period preceding the development application.
 - b. Dwelling units that are or were occupied by very low income or low income households during the five (5) year period preceding the development application.
 2. The ~~protected affordable~~ dwelling units shall be replaced as follows:
 - a. For a development containing any occupied ~~protected affordable~~ dwelling units, the development must:
 - (a) Contain at least the same number of replacement ~~protected affordable~~ dwelling units, of equivalent size and bedrooms, and must be made affordable to and occupied by persons and families in the same or a lower income category as the occupied ~~protected affordable~~ dwelling units.
 - (b) For unoccupied ~~protected affordable~~ dwelling units in the development, the replacement ~~protected affordable~~ dwelling units shall be made affordable to and occupied by persons and families in the same or lower income category as the last household in occupancy.
 - (c) If the income category of the last household is unknown, it is presumed that the ~~protected affordable~~ dwelling units were occupied by *very low-income* and *low-income* renter households in the same proportion of *very low-income* and *low-income* renter households to all renter households within the City of National City, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database, and replacement ~~protected affordable~~ dwelling units shall be provided in that same percentage.

- b. If all of the affordable dwelling units are vacant or have been demolished within the last seven (7) years preceding the application, the development must:
 - (a) Contain at least the same number of replacement affordable dwelling units, of equivalent size and bedrooms, as existed at the high point of those units in the seven-year period preceding the application, and must be made affordable to and occupied by persons and families in the same or a lower income category as those in occupancy at that same time.
 - (b) If all of the ~~protected-affordable~~ dwelling units are vacant or have been demolished within the seven years preceding the application, the development must contain at least the same number of replacements ~~protected-affordable~~ dwelling units, of equivalent size and bedrooms, as existed at the high point of those units in the seven-year period preceding the application and must be made affordable to and occupied by persons and families in the same.
 - (c) If the income categories are unknown for the high point, it is presumed that the dwelling units were occupied by *very low-income* and *low-income* renter households in the same proportion of *very low-income* and *low-income* renter households to all renter households within the City of National City, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database, and replacement dwelling units shall be provided in that same percentage.
3. All replacement affordable dwelling unit calculations resulting in fractional units shall be rounded up to the next whole number.
4. All rental replacement affordable dwelling units shall be affordable for at least 55 years through a recorded affordability restriction documented by written agreement, and a deed of trust securing the agreement, entered into by the applicant and the National City Housing Authority.
5. Any existing residents will be allowed to occupy their dwelling units until six months before the start of construction activities with proper notice, which shall occur at least 12 months prior to the anticipated date of termination. The property owner shall deliver a written notice of intent to terminate to the Housing Authority and to each tenant household as part of the development permit application.
6. The applicant agrees to provide relocation benefits to the occupants of those affordable residential dwelling units, and the right of first refusal for a comparable dwelling unit available in the new housing development at a rent affordable to *very low-* or *low-income* households.

- (a) The displaced occupants are entitled to payment for actual moving and related expenses that the Housing Authority determines to be reasonable and necessary.
- (b) For any *very low-* or *low-income* household displaced by conversion, the applicant shall pay to such household an amount in accordance with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the California Government Code.
- (c) For a development, residents living in the jurisdictional boundary limits of National City at the time of application shall receive priority for 75 percent of the affordable dwelling units in the development that are reserved for *very low-income* or *low-income* households. For National City residents who may have been displaced from their rental units in the preceding ten (10) year time frame and can demonstrate proof of National City residency from those ten years, those residents shall be eligible to receive priority for 75 percent of the new affordable dwelling units.
7. All for-sale replacement ~~protected-affordable~~ dwelling units shall be subject to the following provisions:
- (a) The initial occupant of all for-sale affordable ~~protected-affordable~~ dwelling units shall be a *very low-income* or *low-income* household.
- (b) Prior to, or concurrent with, the sale of each ~~protected-affordable~~ dwelling unit, the applicant shall require the buyer to execute and deliver a promissory note in favor of the National City Housing Authority so that the repayment of any initial subsidy is ensured.
- (c) Each for-sale ~~protected-affordable~~ dwelling unit shall be occupied by the initial owner at all times until the resale of the ~~protected-affordable~~ dwelling unit.
- (d) Upon the first resale of a ~~protected-affordable~~ dwelling unit, the seller shall comply with all conditions regarding the sale of a dwelling unit, as applied by the National City Housing Authority, and as set forth in California Government Code Section 65915(c)(2).
- (d)8. Development shall comply with the California Department of Housing and Community Development Tenant Preference policies contained within Government Code Section 7061. Furthermore, development shall comply with the City of National City Preference Policy as stipulated in Resolution 2016-38.
- C. The applicant shall provide existing residents of ~~protected-affordable~~ dwelling units with all of the following:

1. The ability to occupy their existing units until six months before the start of construction activities with proper notice, pursuant to California Government Code Sections 7260 through 7277. Any existing residents will be allowed to occupy their existing dwelling units until six months before the start of construction activities with proper notice, which shall occur at least 12 months prior to the anticipated date of termination of tenancy. The property owner shall deliver a written notice of intent to terminate tenancy to the National City Housing Authority and to each tenant household as part of the development permit application.
2. To those households that remain in an protected-affordable dwelling unit, the applicant shall provide:
 - (a) Relocation benefits pursuant to consistent with the requirements of California Government Code Sections 7260 through 7277 for public agencies. The applicant or applicant's agent shall engage a qualified third-party contractor or consultant to oversee the provision of the required relocation benefits. The third-party contractor or consultant shall provide a letter to the National City Housing Authority certifying compliance with the relocation benefits requirements after completion of the relocation process.
 - (b) A right of first refusal for a comparable dwelling unit available in the new development affordable to the household at an affordable rent or affordable housing cost based on household income in accordance with Table 143-12A.
 - (c) Residents living within one mile of the development at the time of application shall receive priority for 75 percent of the affordable dwelling units in the development that are reserved for *very low-income* or *low-income* households. For National City residents who resided in National City for a period of three months or longer and who may have been displaced from their rental units in the preceding ten (10) year time frame and can demonstrate proof of National City residency from those ten years, those residents shall be eligible to receive priority for 75 percent of the new affordable dwelling units.

18.49.50 Tenant Benefits, Rights, and Obligations.

- A. The subdivider of a condominium conversion project shall provide the benefits specified in Section 18.30.090 (C) to persons whose tenancy in *very low-* and *low-income* units is in a project the subdivider terminates due to the condominium conversion.
- B. The applicant shall provide a relocation assistance payment to all tenants of the project including:
 - a. ~~The A~~ relocation payment ~~shall be of~~ three months' rent based on the current National City "fair market rent" for apartment size, as established by the U.S. Department of Housing and Urban Development.

- ~~b.a.~~ _____ The relocation payment shall be paid no later than the day on which the applicant gives notice to the tenant to vacate the premises and shall be based upon the fair market rent at the time of the notice.
- ~~e.b.~~ The applicant shall provide relocation benefits consistent pursuant to with the requirements of California Government Code Sections 7260 through 7277 for public agencies.
- ~~d.c.~~ The applicant or applicant's agent shall engage a qualified third-party contractor or consultant to oversee the provision of the required relocation benefits.
- ~~e.d.~~ _____ The third-party contractor or consultant shall provide a letter to the National City Housing Authority certifying compliance with the relocation benefits requirements after completion of the relocation process.
- C. Any existing tenants in the project will be allowed to occupy their existing dwelling units until six months before the start of construction activities with proper notice, which shall occur at least 12 months prior to the anticipated date of termination of tenancy. The property owner shall deliver a written notice of intent to terminate tenancy to the National City Housing Authority and to each tenant household as part of the submission of a development permit.
- C.D. Displaced residents may relocate to a dwelling unit in National City or outside of the city's jurisdiction and remain eligible to apply for affordable housing opportunities within a ten year period of vacating the affordable dwelling unit in which the resident established residency for a period of at least three (3) months in National City.

18.49.060 Incentives in Exchange for Transit Priority Area Affordable Housing.

An applicant proposing development that is consistent with the criteria in Section 18.49.030(A)(C) shall be entitled to the following incentives:

- A. Waiver of the existing FAR, and implementation of a new FAR based upon whether the development is located in FAR Tier 1 or FAR Tier 2 as specified in Section 18.49.020. ~~If a mixed use development is proposed, the floor area ratio of the non-residential portion of the development shall not exceed the maximum floor area ratio of the applicable base zone.~~
- B. Waiver of the maximum permitted residential density of the land use designation(s) in the applicable land use plan. Density shall be limited by the allowable floor area ratio of the affordable density bonus in FAR Tier 1 and FAR Tier 2 and the requirements of the California Building Code as adopted and amended by the City of National City, unless otherwise specified.
- C. Waiver of Development Impact Fees for all covenant-restricted affordable units and units exceeding exceeding 800 SF.

D. Waiver of the following applicable base zone regulations:

1. Minimum lot area if a qualifying development is proposed in a lot with an area of 5,000 square feet or less.
2. Street frontage requirements, if safe and adequate access to the premises can be provided to the satisfaction of the Fire Department.
3. Maximum lot coverage if a qualifying development is proposed in a lot with a maximum lot coverage of 75 percent or less.
4. Floor Area Ratio (FAR) Bonus for Residential Mixed-Use. Development utilizing the regulations in this Division shall not be eligible for other FAR or density bonuses.
5. Maximum front setback or street side setback if the maximum is 20 feet or less.

E. Waiver of the personal storage area requirement in Section 18.42.070 (A)(7) and the private exterior open space requirement in Section 18.41.040 for all dwelling units in the development.

F. Use of up to four Affordable Housing Incentives. An applicant utilizing the regulations in this Division shall be entitled to incentives for any development for which a written agreement and a deed of trust securing the agreement is entered into by the applicant and the National City Housing Authority.

1. An incentive means any of the following:

- (a) A deviation to a development regulation, with the exception of any regulations or requirements of this Division;
- (b) Any other incentive proposed by the applicant that results in identifiable, actual cost reductions.

2. Items not considered incentives by the City of National City include ee, but are not limited to the following:

- (a) A waiver of any-required permit;
- (b) A waiver of fees or dedication requirements with the exception of Development Impact Fees and TDIF for restricted affordable units and units exceeding 800 square feet;
- (c) A direct financial incentive;

~~(d) Approval of mixed-use zoning in conjunction with a residential development;~~

(d) A waiver of any of the requirements, regulations, or standards of this Division;

(e) A waiver of the height limit.

3. An incentive requested as part of a development meeting the requirements of this Division shall be processed according to the following:

(a) Upon an applicant's request, a development that meets the applicable requirements of this Division shall be entitled to incentives unless the City makes a written finding of denial based upon substantial evidence, of any of the following:

- i. The incentive is not required in order to provide for affordable housing costs, as defined in California Health and Safety Code Sections 50052.5 and 50053;
- ii. The incentive would have a specific adverse impact upon public health and safety as defined in Government Code Section 65589.5, the physical environment, including environmentally sensitive lands for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to *very low-income* and *low-income* households;
- iii. The incentive would be contrary to state or federal law. Requested incentives shall be analyzed in compliance with the California Environmental Quality Act (CEQA) and no incentive shall be granted without such compliance.

(b) The granting of an incentive shall not require a General Plan amendment, zoning change, a development permit, or other discretionary approval.

(c) When a development permit is otherwise required, the decision to deny a requested incentive shall be made by the City staff responsible for processing decision maker for the development permit.

4. The number of incentives available is as follows:

- (a) Three incentives for a development that includes at least 10 percent of the post-density dwelling units for *very low-income* households at or below 50 percent area median income (AMI).
- (b) Four incentives for a development in which at least 10 percent of the post-density bonus covenant-restricted dwelling units are three bedrooms at or below 80 percent AMI.

- G. Affordable Housing waivers may be granted, except that waivers cannot be used to deviate from the requirements of this Division. An applicant utilizing the regulations in this Division shall be entitled to a waiver for any development for which a written agreement and a deed of trust securing the agreement is entered into by the applicant and the National City Housing Authority.
1. A waiver means a request by an applicant to waive or reduce a development standard that physically precludes construction of development meeting the criteria of this Division.
 2. Upon an applicant's request, a development that meets the applicable requirements of this Division shall be entitled to a waiver unless the City staff responsible for processing the development permit City makes a written finding of denial based upon substantial evidence that is in compliance with State of California Affordable Housing Density Bonus Government Code, of any of the following:
 - (a) The waiver would have a significant, quantifiable, direct, and unavoidable impact upon health, safety, or the physical environment for which there is no feasible method to mitigate or avoid the impact;
 - (b) The waiver would be contrary to state or federal law. Requested waivers shall be analyzed in compliance with CEQA as set forth in Chapter 12, Article 8, and no waiver shall be granted without such compliance; or,
 3. The granting of a waiver shall not require a General Plan amendment, zoning change, development permit, or other discretionary approval.
 4. There is no limit on the number of waivers an applicant may request.

18.49.070 Required Provision of Affordable Dwelling Units.

- A. An applicant requesting the application of the regulations in this Division shall provide agree to the City of National City's a written agreement to provide affordable dwelling units, entered into by the applicant and the National City Housing Authority and secured by a deed of trust, that meets the following requirements:
1. Provides at least 10 percent of the post-density bonus rental dwelling units in the development, excluding any additional dwelling units allowed under a floor area ratio bonus, for rent by *very low-income* households at a cost, including an allowance for utilities, which does not exceed 30 percent of 50 percent of the AMI, as adjusted for household size.
 2. Provides at least 10 percent of the post-density bonus rental dwelling units in the

- development as three-bedroom units, excluding any additional dwelling units allowed under the FAR bonus, for rent by *low-income* households, including an allowance for utilities, which does not exceed 30 percent of 80 percent of the AMI, as adjusted for household size.
3. For rental dwelling units to be counted as affordable and meet the requirements of this Division, the following qualifying criteria shall be met:
 - (a) The affordable dwelling units shall be comparable in bedroom mix and amenities to the market-rate dwelling units in the development, as determined by the National City Housing Authority, except that the affordable dwelling units shall not be required to exceed three bedrooms per dwelling unit. The affordable dwelling units shall have access to all common areas and amenities provided by the development. The square footage and interior features of the affordable units shall be good quality and consistent with current building standards for new housing in the City of National City.
 - (b) The affordable dwelling units shall remain available and affordable for a period of at least 55 years, unless 100 percent of the dwelling units in the development are affordable and the development is owned and operated by an institution of higher education, including a community or junior college, college or university, or a religious institution-affiliated housing development project, as defined in California Government Code Section 65913.6, in which case the affordable dwelling units shall remain available and affordable for a period of at least 25 years.
 - B. Nothing in this Division shall preclude an applicant from using affordable dwelling units constructed by another applicant to satisfy the requirements of this Division, including contracting with an affordable housing developer with experience obtaining tax-exempt bonds, low-income housing tax credits, and other competitive sources of financing, upon approval by the National City Housing Authority.

18.49.080 Supplemental Development Regulations

Development utilizing the regulations in this Division must comply with the following Supplemental Development Regulations and may not utilize incentives or waivers provided in Section 18.49.060 to deviate from the requirements in Section 18.48.080.

- a) Pedestrian Circulation Space. All development shall include the following pedestrian circulation improvements:
 1. Sidewalk Widening. A sidewalk widening enlarges a pre-existing or required sidewalk to a minimum of 10 feet in width measured perpendicular to the street. For a premise that is less than 25,000 square feet, an applicant may elect to provide public seating and pedestrian-oriented lighting, in lieu of a sidewalk widening.

2. At least one, 24-inch box canopy tree is required for each 25 feet of street frontage on each side of the required sidewalk. ~~Palm trees are prohibited.~~ See National City Street Tree guidelines for list of approved street trees.
 3. Above-ground utility placement within the sidewalk and/or pedestrian path is prohibited.
 4. Gated entryways and street yard fencing are prohibited.
 5. Green or cool roofs are defined as a roof with high reflectivity and emissivity that improves the energy efficiency of a building that has minimum reflectance of 0.70 and a minimum emittance of 0.75
- b) Buffer from Adjacent Freeways. Development on premises within 100 feet of a freeway shall comply with the following:
1. A 10-foot minimum landscaped buffer shall be provided between the residential and commercial uses and ~~the any~~ freeway; and
 2. Outdoor areas such as balconies, patios, parks, plazas, and other spaces occupied by residents, customers, or members of the public shall be oriented away from the freeway.
- c) Transition to Adjacent Residential Single-Unit Zones. Development on premises directly adjacent to a Residential Single-zoned parcel, including RS-1; RS-2; RS-3, and RS-4, where an existing dwelling unit is located on the adjacent premises, shall comply with the following criteria:
- 1) Incorporate a transition plane in the development that does not exceed a 65-degree angle.
 - a. The transition plane for the development shall start from the shared property line with the RS zone and extend 1/3 of the lot depth.

Proposed Glossary Terms:

Low Income: Low income means any household whose income exceeds 50 percent but does not exceed 80 percent of the median income as adjusted for household size as defined by the U.S. Department of Housing and Urban Development for the San Diego Standard Metropolitan Statistical Area.

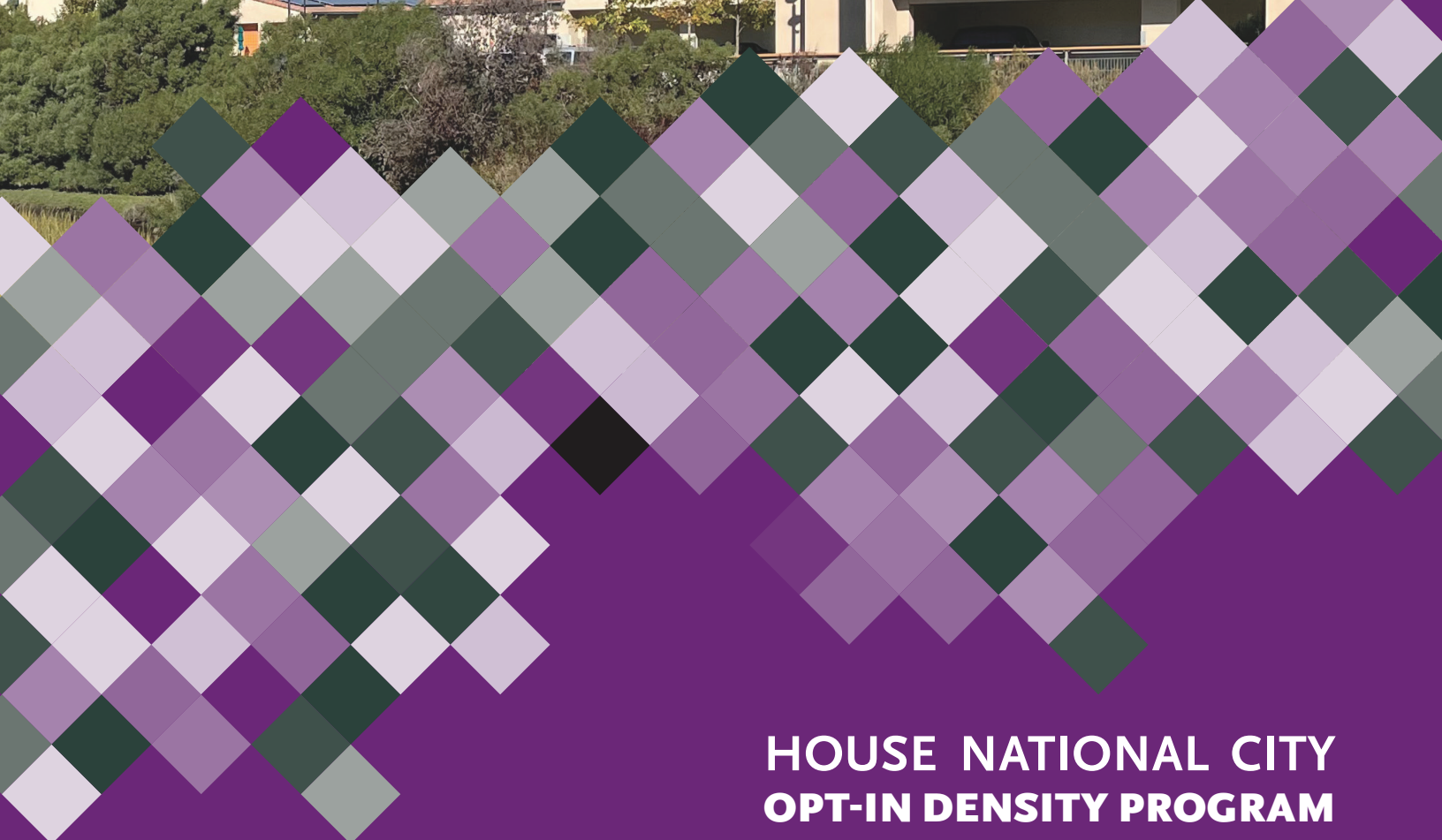
~~**Transit Priority Areas (TPA):** Transit priority area means the area defined in California Public Resources Code Section 21099, as may be amended, or an area within one half mile of a major transit stop that is existing or planned, if the planned major transit stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program.~~

Very Low Income: Very low income means any household whose income does not exceed 50 percent of median income as adjusted for household size as defined by the U.S. Department of Housing and Urban Development for the San Diego Standard Metropolitan Statistical Area.

DRAFT

NATIONAL CITY

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HOUSE NATIONAL CITY OPT-IN DENSITY PROGRAM

(FAR) Floor Area Ratio Information Guide

January 2022

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What is House National City?

House National City is a new program to incentivize affordable and mixed-income housing in strategic areas across the city. In exchange for affordable housing, qualifying projects receive a Floor Area Ratio (FAR) bonus.

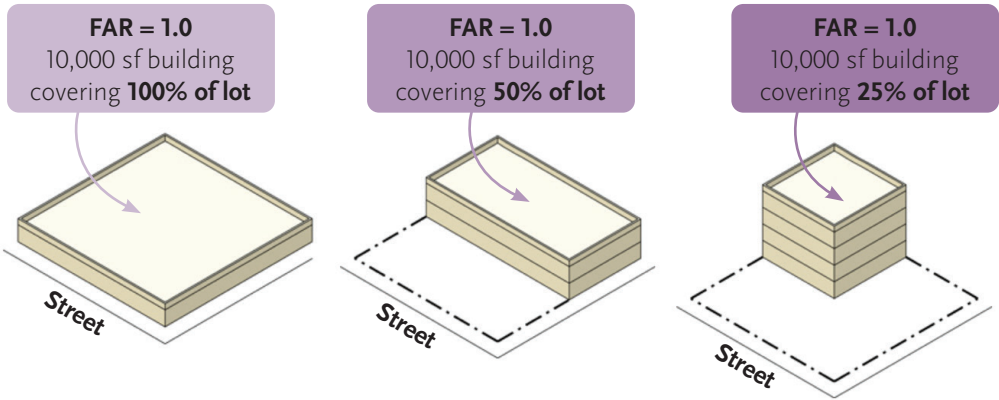
What is Floor Area Ratio?

Cities regulate future development in a variety of ways, including density and intensity. Density is calculated by dividing the total number of units by a project’s acreage resulting in dwelling units per acre (du/ac). Another method of regulating density is FAR.

The floor area ratio (FAR) is the measurement of a building’s floor area in relation to the size of the lot or parcel that the building is located on. FAR is expressed as a decimal number and is derived by dividing the total area of the building by the total area of the parcel.

$$\text{FAR} = \frac{\text{Building Area}}{\text{Lot Area}}$$

FAR helps regulate building bulk and mass. A higher FAR indicates greater building volume. FAR can be used with other development standards, such as building heights, lot coverage, and lot area to reflect the community’s desired arrangement and form of development. FAR creates development flexibility for much needed housing units.



How will FAR be used for the House National City Program?

Projects that qualify under House National City will use this FAR calculation method for regulating development intensity instead of a dwelling unit per acre basis, which limits the number of new houses that can be built and creates a challenge to providing affordable housing. Allowable heights will be dictated by the maximum limits in National City’s adopted zoning code.

Comparison of FAR Opt-In Program to Existing Dwelling Unit per Acre Code Requirements

The FAR calculation is based on two tiers that include three different levels of FAR intensity. Based on the location in National City, Tiers 1 and 2 include FARs of 2.5 and 4.0.

Development Calculation Examples

The following examples show how the new development calculation will work.

2.5 FAR

This Tier will be focused on lots within the Westside Specific Plan where existing densities allow 24 dwelling units per acre and 45 dwelling units per acre based on the zone. The maximum FAR under the zoning code is 0.6 FAR.

For this tier, it will include the following zones:

- ★ MCR-1¹ zone which has a maximum height limit of 3 stories and 50 feet.
- ★ MCR-2¹ zone which has a maximum height limit of 5 stories and 65 feet.
- ★ RM-1² zone which has a maximum height limit of 4 stories and 45 feet.
- ★ Proposed Mixed-Use Transition (MXT) which would have a maximum height limit of 4 stories and 45 feet.
- ★ Proposed mixed-use overlay zone of 24 du/ac which would have a maximum height limit of 5 stories and 65 feet.

Development comparison for a 10,000 square foot lot or 0.23 acres

Under existing zoning on a 10,000 SF lot the following would be allowed:

Lot Area	Allowed Density	Maximum Number of Units
10,000 sf	24 du/ac	6 units
10,000 sf	45 du/ac	10 units

Under the proposed 2.5 FAR program:

- ★ On a 10,000 square foot lot, the maximum size of the building cannot exceed 25,000 square feet.³
- ★ If the average unit size is 800 square feet, the typical project could average 20 units.⁴

¹ The MCR-1 and MCR-2 zones provide an area within the Westside Specific Plan area for either commercial or multi-family residential development or a commercial and multi-family development constructed on a single parcel or as components of a single development on an assemblage of parcels.

² The RM-1 zone provides for low-rise, medium density multiple family residential areas and is a transitional zone between higher density residential uses and lesser intensity single-family areas.

³ This is derived by multiplying the lot size of 10,000 sf by 2.5 FAR which equals 25,000 sf and typically is built within a building that is 2 to 5 stories in height.

⁴ The project's area is reduced by 35% for non-habitable areas such as hallways, open space, etc, (maximum 16,250 sf).

AT A GLANCE



10,000 sf
lot size



2.5
FAR



25,000 sf
building size



2-5
stories

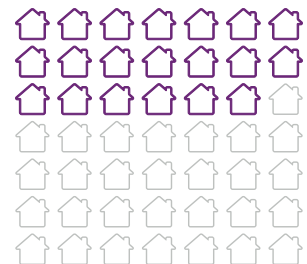


800 sf
unit size



35%
non-habitable areas

20
units



AT A GLANCE



10,000 sf
lot size



4.0
FAR



40,000 sf
building size



3-5
stories

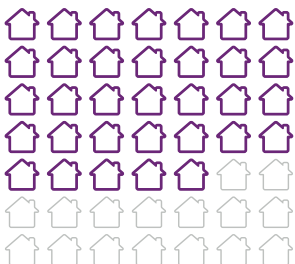


800 sf
unit size



35%
non-habitable areas

33
units



4.0 FAR

This Tier will be focused in the areas around 18th Street, Highland Avenue, Civic Center Drive, and Hoover Avenue where existing densities allow up to 48 dwelling units per acre. The maximum FAR under the zoning code is 1.0 FAR for single-use and 2.0 FAR for mixed-use.

For this tier, it will include the following zones:

- ★ MXC-1⁵ zone which has a maximum height limit of 3 stories and 50 feet.
- ★ MXD-1⁶ zone which has a maximum height limit of 5 stories and 65 feet.
- ★ RM-2⁷ zone which has a maximum height limit of 6 stories and 65 feet.
- ★ RM-3⁸ zone which has a maximum height limit of 9 stories and 95 feet.
- ★ MXC-2⁹ and MXD-2¹⁰ zones which have a maximum height limit of 5 stories and 65 feet.

Development comparison for a 10,000 square foot lot or 0.23 acres

Under existing zoning on a 10,000 SF lot, the following would be allowed:

Lot Area	Allowed Density	Maximum Number of Units
10,000 sf	48 du/ac	11 units

Under the proposed 4.0 FAR program:

- ★ On a 10,000 square foot lot, the maximum size of the building cannot exceed 40,000 square feet.¹¹
- ★ If the average unit size is 800 square feet, the typical project could average 33 units.¹²

⁵ The MXC-1 zone supports the creation of mixed-use corridors at a scale compatible with adjacent single-family residential neighborhoods and creates a pedestrian-oriented development that enhances the quality of life within the corridor and for adjacent residential neighborhoods.

⁶ The MXD-1 zone supports the creation of mixed-use districts at a scale compatible with adjacent single-family residential neighborhoods. A mixture of land uses within the zone will support a neighborhood feel and increase the ability for workers and residents to walk to destinations.

⁷ The RM-2 zone provides for low- to mid-rise, high density (24 to 48 dwelling units per acre) multiple family residential.

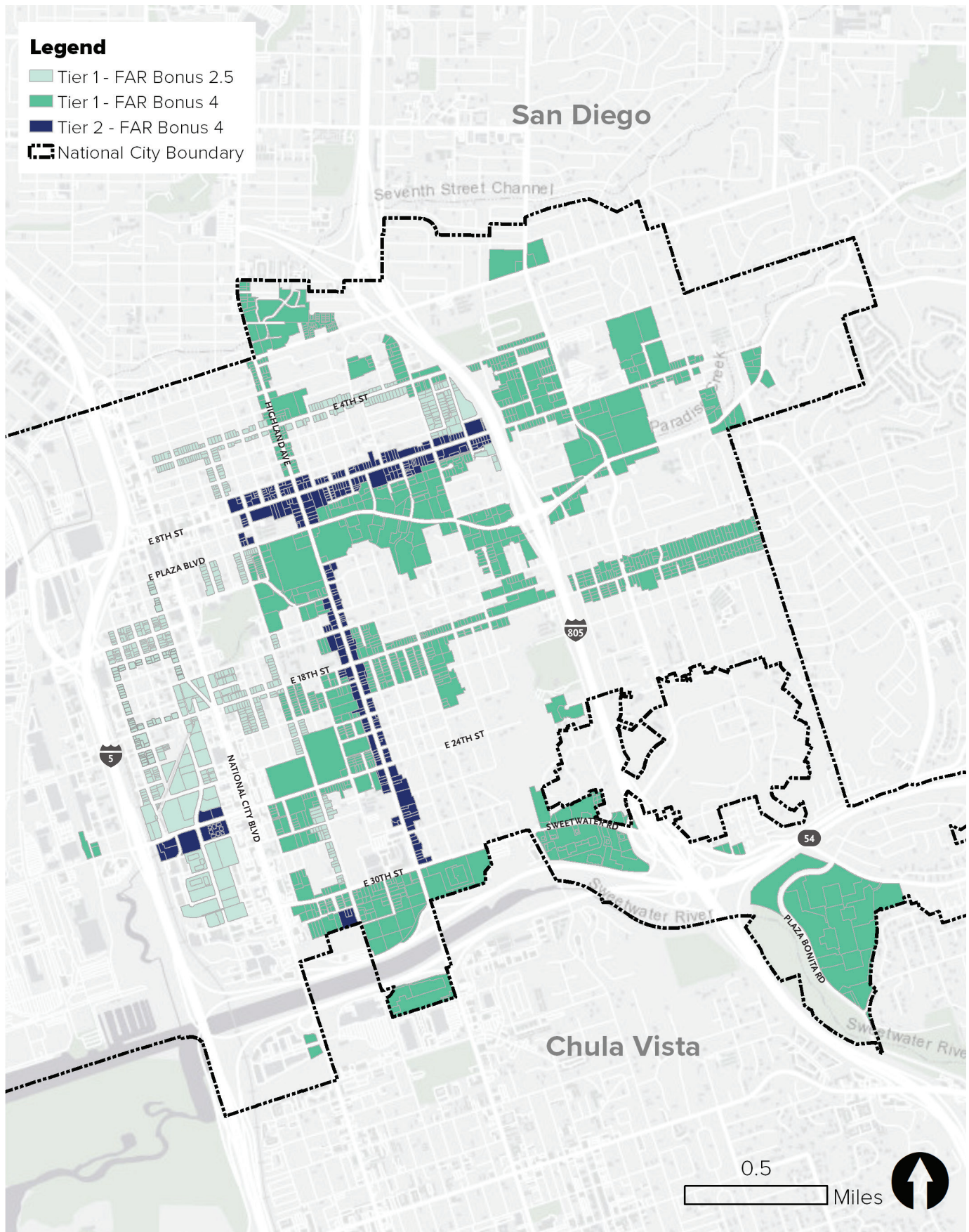
⁸ The purpose of the RM-3 zone is to provide for mid- to high-rise, very high density (49 to 75 dwelling units per acre) multiple family residential.

⁹ The MXC-2 zone supports the creation of mixed-use corridors that function as important activity centers within the community. Development in the zone is intended to create vibrant places at an urban scale.

¹⁰ The MXD-2 zone supports the creation of mixed-use districts that serve as primary activity centers within the city. These activity centers will function as twenty-four-hour neighborhoods for residents, workers, and visitors.

¹¹ This is derived by multiplying the lot size of 10,000 by 4.0 FAR which equals 40,000 and typically is built within a building that is 3 to 5 stories in height.

¹² The project's area is reduced by 35% for non-habitable areas such as hallways, open space, etc. (maximum 26,000 sf).



House National City Proposed Tiers Map

Parking

The following is a comparison of parking ratios under the existing National City Parking requirements, the State of California’s Affordable Housing bonus programs as well as the proposed House National City program:

EXISTING NATIONAL CITY MULTI-FAMILY PARKING RATIOS



**Conveniently located guest parking of ½ space per unit for 20 units or less, plus ¼ space for each unit over 20. Half of the required parking spaces may include parking spaces on dedicated public streets along the sides of the streets that are adjacent to the site.*

HOUSE NATIONAL CITY PARKING RATIOS



STATE OF CALIFORNIA AFFORDABLE HOUSING DENSITY BONUS MAXIMUM PARKING REQUIREMENTS



STATE OF CALIFORNIA AFFORDABLE HOUSING DENSITY BONUS SPECIAL PARKING REQUIREMENTS

★ Rental/for sale projects with at least 11% very low income or 20% lower-income units, within 1/2 mile of accessible major transit stop: .5 spaces

The following allow for no parking to be included in a project:

- ★ Rental projects 100% affordable to lower-income, within 1/2 mile of an accessible major transit stop
- ★ Rental senior projects 100% affordable to lower-income, either with paratransit service or within a 1/2half-mile of accessible bus route (operating at least eight times per day)
- ★ Rental special needs projects 100% affordable to lower-income households, either with paratransit service or within 1/2half-mile of accessible bus route (operating at least eight times per day)
- ★ Rental supportive housing developments 100% affordable to lower-income households

For-Sale Housing

During the December 8, 2021 Community Workshop, community members inquired about including incentives to promote for-sale housing as part of the House National City program. Typically, the decision whether to develop rental or for-sale housing is not included in this type of regulatory framework and other tools may be provided through the City’s Housing Authority to promote new for-sale housing development.

In order to respond to the community, as part of the House National City regulations, the State of California’s affordable housing density bonus incentives for for-sale housing have been included to provide information and a framework for potential for-sale housing developers.

The following is stipulated in State Government Code but is included in the House National City regulations listed below.

Affordable for sale units must be sold to the initial buyer at an affordable housing cost. Housing-related costs include mortgage loan payments, mortgage insurance payments, property taxes and assessments, homeowner association fees, reasonable utility allowance, insurance premiums, maintenance costs, and space rent.

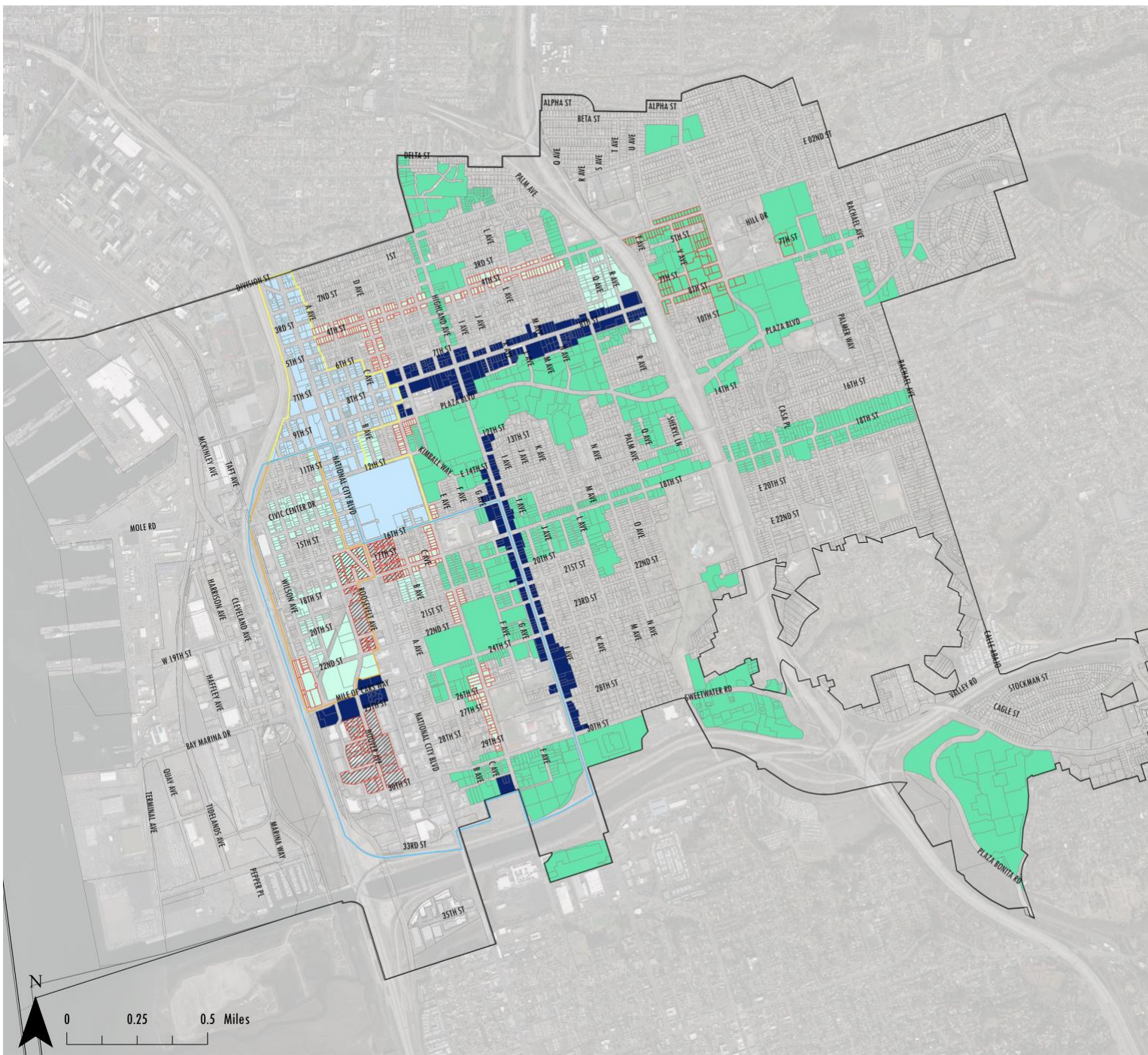
Very low-income units	Housing costs may not exceed 30% to 50% of the area median income for a household size suitable for the unit
Lower-income units	Housing costs may not exceed 30% to 70% of the area median income for a household size suitable for the unit
Moderate-income units	Housing costs may not exceed 30% to 110% of the area median income for a household size suitable for the unit

Buyers must enter into an equity sharing agreement with the city or county unless the equity sharing requirements conflict with the requirements of another public funding source or law. The equity sharing agreement does not restrict the resale price but requires the original owner to pay the city or county a portion of any appreciation received on resale.

The city/county percentage of appreciation is the purchase price discount received by the original buyer, plus any down payment assistance provided by the city/county. (For example, if the original sales price is \$300,000, and the original fair market value is \$400,000, and there is no city/county down payment assistance, the city/county subsidy is \$100,000, and the city/county’s share of appreciation is 25%).

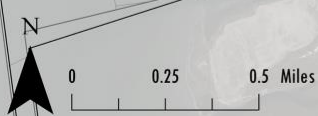
FOCUSED GENERAL PLAN UPDATE HOUSE NATIONAL CITY RECOMMENDATIONS

DRAFT FOR ADMINISTRATIVE REVIEW
JANUARY 28, 2022



Legend

- Parcels
- Westside Specific Plan Boundary
- TODD Boundary
- Downtown Specific Plan Boundary
- Downtown FAR Program (Existing)
- FAR Tier 1 (FAR Bonus 2.5)
- MCR-1
- MCR-2/TOD
- RM-1
- MXT
- FAR Tier 1 (FAR Bonus 4)
- MXC-1
- MXD-1
- RM-2
- RM-3
- MXD-2
- FAR Tier 2 (FAR Bonus 4)
- MXC-2
- Rezoning Recommendation*
- *Color indicates FAR Bonus per new zone
- **Mixed Use Overlay**
- **FAR Bonus 2.5



House National City

City Council

April 18, 2023



**NATIONAL
CITY**
CALIFORNIA 1887



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EXHIBIT F

Scope of the Focused General Plan Update

- Focused Policy Updates
- Supporting Updates to Codes, Ordinances, and Development Standards
- Environmental Review

Policies

- Housing Element
- Land Use Element
- Transportation Element
- Safety Element
- Climate Action Plan

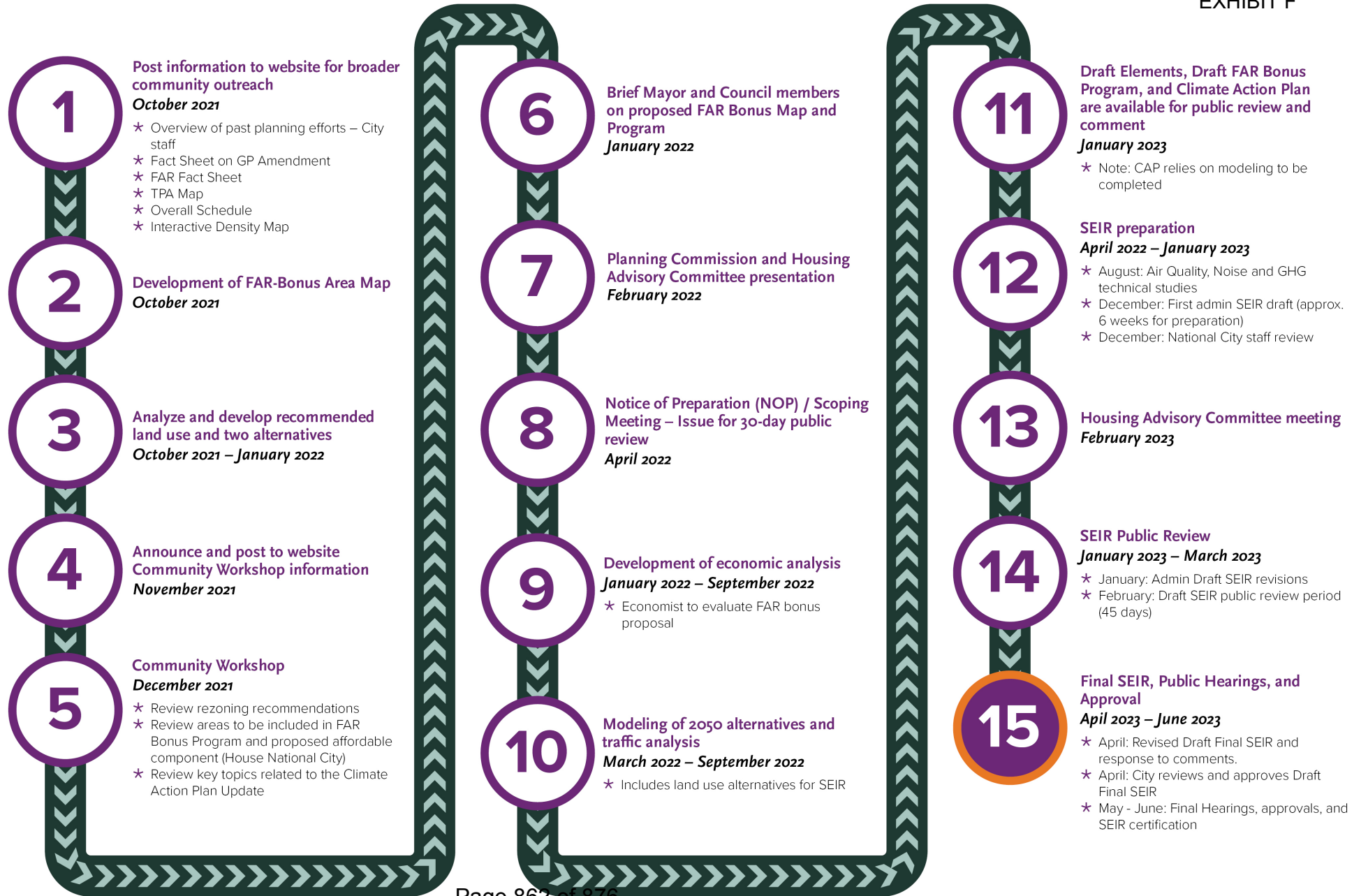
Codes, Ordinances, & Development Standards

- Zoning Code
- Specific Plans
- Objective Design Standards

Environmental Review

- Supplemental Program Environmental Impact Report (SEIR)

Project Timeline



House National City (Floor Area Ratio Bonus)

- Incentivize construction of new affordable housing
 - Meet needs of National City residents:
 - 10% of post density units for 50% area median income or less
 - 10% of post density three-bedroom units at 80% area median income or less
 - 75% of new units to National City residents
 - City of National City Local Preference Policy
- Relocation and replacement
- Create transit-supportive development
- Reduce reliance on cars
- Promote community serving businesses

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House National City: *KMA Analysis & Findings*

- Reviewed multi-family rental development concepts for six test sites
- Conducted multi-family rental market research
- Prepared financial pro forma models for two development scenarios
 - Base case (existing or proposed FGPU zoning)
 - Bonus (House National City Program)
- Prepared alternative models reflecting potential additional incentives

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KMA Overall Feasibility Conclusion	Baseline Program		Potential Additional Incentives	
	Baseline	Baseline + Reduced Parking Ratio	Baseline + 3-Bedroom Requirement	Baseline + Waiver of Base Zone Regulations
Public Benefit	<ul style="list-style-type: none"> Affordable units 	<ul style="list-style-type: none"> Affordable units 	<ul style="list-style-type: none"> Affordable units Minimum 10% 3-bedroom units 	<ul style="list-style-type: none"> More affordable units
Developer Incentives	<ul style="list-style-type: none"> FAR density DIF waiver Reduced parking 	<ul style="list-style-type: none"> FAR density DIF waiver Further reduced parking (0.50 spaces/unit) 	<ul style="list-style-type: none"> FAR density DIF waiver Reduced parking Less restrictive affordability 	<ul style="list-style-type: none"> FAR density DIF waiver Reduced parking Additional waivers (e.g., setbacks, open space, lot coverage)
Proposed Level of Affordability	<ul style="list-style-type: none"> 10% @ 50% AMI (Post-bonus) 	<ul style="list-style-type: none"> 10% @ 50% AMI (Post-bonus) 	<ul style="list-style-type: none"> 10% @ 80% AMI (Post-bonus) 	<ul style="list-style-type: none"> 10% @ 50% AMI (Post-bonus)
Overall Feasibility Conclusion	Moderately Feasible	Feasible	Moderately Feasible	Feasible

KMA Analysis and Findings

Which program features have a positive impact on project feasibility?

- Waiver of DIFs
- Affordable units do not exceed 10% of post-bonus unit total
- Parking ratio at a minimum of 0.50 spaces/unit
- Waivers of base zone regulations

When are developers likely to opt into the Program?

- There is market acceptance for lower parking ratios
- Higher market rents per SF can be achieved for smaller units
- Greater density is achieved without advancing to a more costly construction and/or parking type

Is the Program feasible?

- The Program is viable under certain site, planning, and market conditions
- The Program is formulated to strike the balance between capturing the value enhancement for community benefits and providing incentives for new development

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Requirements

- Located on a multi-family or mixed-use parcel
- *Within Transit Priority Area (TPA)*
- *Allows at least 20 dwelling units per acre.*
- FAR Tier 1: Any portion of premises outside the Downtown Specific Plan
- FAR Tier 2: Located on Plaza Bonita Road, within the Hospital District and along Sweetwater Road/East 30th, along 4th Avenue south of SR-54 that is zoned MXC-2

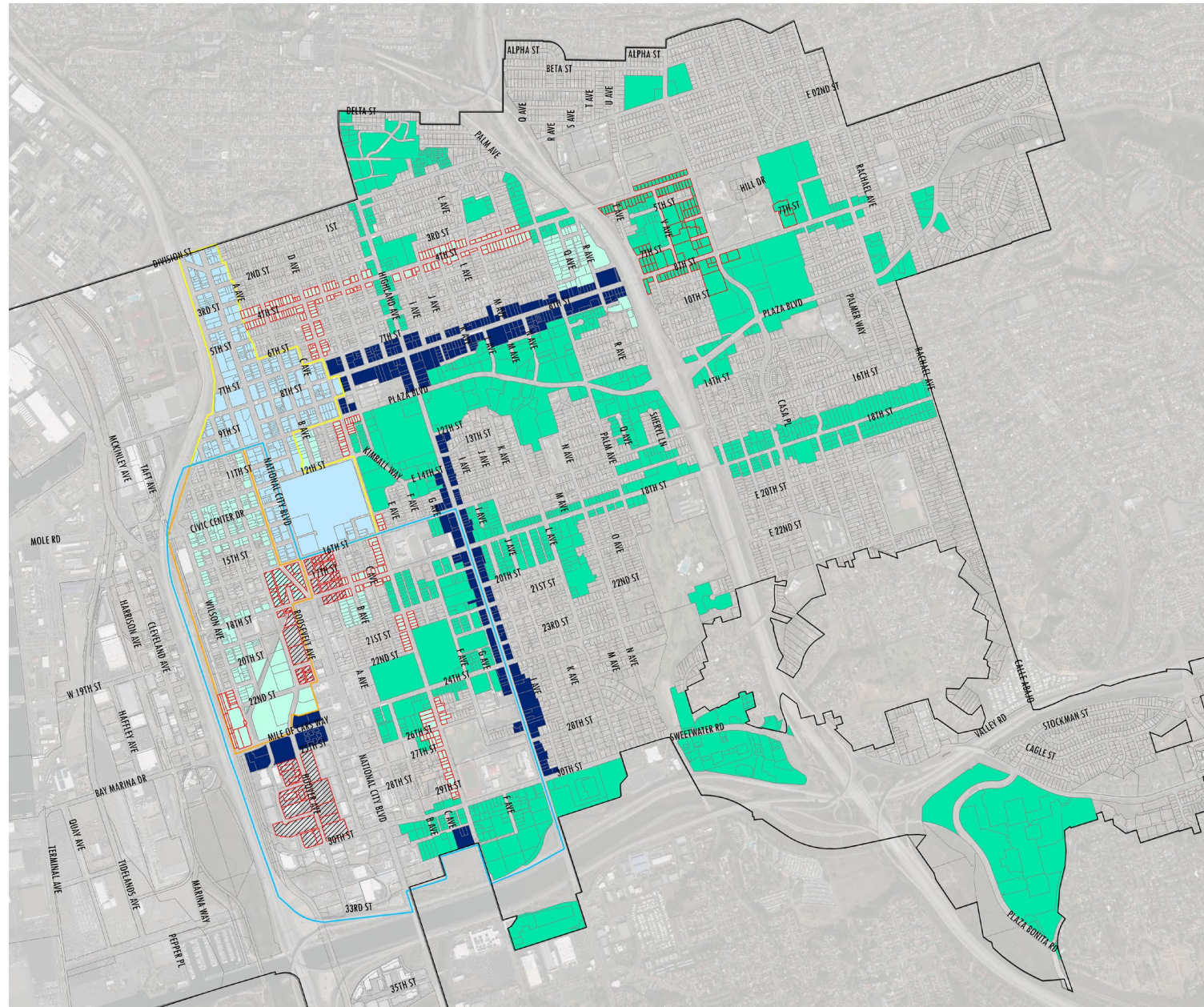


EXHIBIT F

Legend

- ▭ Parcels
- ▭ Westside Specific Plan Boundary
- ▭ TODD Boundary
- ▭ Downtown Specific Plan Boundary
- ▭ Downtown FAR Program (Existing)
- ▭ FAR Tier 1 (FAR Bonus 2.5)
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- ▭ MXD-2
- ▭ FAR Tier 2 (FAR Bonus 4)
- ▭ MXC-2
- ▭ Rezoning
- ▭ Rezoning Recommendation*
- *Color indicates FAR Bonus per new zone
- ▭ Mixed Use Overlay**
- **FAR Bonus 2.5

Proposed Development Waivers

- Waiver of existing FAR
- Waiver of maximum permitted residential density of land use designation(s)
- Waiver of Development Impact Fees and Transportation Development Impact Fees for all covenant-restricted affordable units and units exceeding 800 SF
- Base Zone Regulations:
 - Maximum lot area
 - Street frontage requirements, if safe and adequate access to premises can be provided to the satisfaction of Fire Department
- Maximum lot coverage
 - FAR Bonus for Residential Mixed-Use. Development utilizing regulations shall not be eligible for other FAR or density bonuses
- Maximum front setback/street side setback if max is less than 20 feet.
- Personal storage area requirement
- Private exterior open space requirement

NOTE: NO WAIVER OF INCENTIVE FOR HEIGHT

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Proposed Incentives

- Up to three incentives for development that includes:
 - At least 10% of the post-density dwelling units for very low-income households at or below 50% area median income.
- Up to four incentives for development that includes:
 - At least 10% of post density bonus covenant-restricted dwelling units are three bedrooms at or below 80% area median income

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Questions?



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Janel Pehau, Financial Analyst
Meeting Date: Tuesday, April 18, 2023
Approved by: Brad Raulston, City Manager

SUBJECT:

Fiscal Year 2023 Mid-Year Budget Status Report

RECOMMENDATION:

Accept the report and adopt the resolution authorizing budget adjustments as detailed in Exhibit A.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Summary

This report provides a mid-year look at the status of the City's fiscal year 2023 General Fund Budget. A first quarter status report was provided on February 7, 2023. The report recommends various budget adjustments for fiscal year 2023.

The adopted fiscal year 2023 General Fund budget was balanced with no use of unassigned fund balance for the first time in several years. In fact, budgeted revenues exceeded expenditures by \$364,000, which means that if all of the budgeted expenditures and revenues were realized as adopted, \$364,000 would be added to the City's General Fund unassigned fund balance at year end. Based on a revised analysis of year-to-date actual revenues and expenditures and projected financial activity through year-end, approximately \$4.3 million is projected to be added to the unassigned fund balance at year-end. The following sections of this report will discuss the significant factors leading to this outcome.

Revenues

For fiscal year 2023, General Fund revenues are expected to be greater overall than amounts budgeted by \$2.6 million. The projected variances by revenue category are shown in Table A.

**Table A
General Fund Revenues Fiscal Year 2023**

Revenue Category	Adopted Budget	Adjusted Budget	Projected Actuals	Variance Above/(below) Adjusted Budget
Sales & Use Tax	\$ 23,905,000	\$ 23,905,000	\$ 24,670,000	\$ 765,000
District Transactions & Use Tax	14,951,000	14,951,000	15,200,000	249,000
Property Tax	2,497,353	2,497,353	2,504,003	6,650
Property Tax in Lieu of VLF	8,223,000	8,223,000	8,202,134	(20,866)
Other Revenues	14,997,724	15,195,752	16,823,230	1,627,478
Transfers In	2,005,500	2,005,500	2,005,500	-
Total	\$ 66,579,577	\$ 66,777,605	\$ 69,404,867	\$ 2,627,262

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as adjustments to match appropriations carried over for revenue offset capital projects.

General Fund Revenues Fiscal Year 2023

The General Fund’s primary sources of revenue are the sales & use tax, the district transactions & use tax, property tax in lieu of vehicle license fees, and property taxes. Projections are based on a combination of year-to-date and historical data, input from the City’s sales tax consultant, and information obtained from the State of California and County of San Diego:

- Sales & Use Tax and District Transactions & Use Tax: The adopted budget for these two major funding sources anticipated a moderate growth during the post-pandemic period. Retail sales have turned out to be stronger than anticipated, however, resulting in these revenues trending above actual amounts for the same period as last fiscal year. Based on projections provided by the City’s sales tax consultant, Sales Tax revenues are expected to exceed the adopted budget by \$0.77 million. The District Transactions & Use Tax is currently expected to finish the year at \$0.25 million above the budgeted level. Staff is working on a continuing basis with the City’s sales tax consultant to ensure that we have the latest information for each of these funding sources.
- Property Tax revenue is expected to be above budget by approximately \$7,000. Assessed values that apply to the General Fund are in line with the assumptions in the adopted budget.
- Property Tax in Lieu of Vehicle License Fees (VLF) is based on a formula that applies the City-wide increase in assessed property values to the prior year’s allocation. The exact increase in assessed values was not known at the time the budget was prepared, but the actual amount will be \$21,000 less than budgeted.

Revenues in the “Other Revenues” category are expected to end the year above budget by \$1.6 million, which is attributable to a combination of projected positive and negative variances in the various individual accounts. Contributing significantly to the positive variance are \$1.1 million in unrealized gains on investments, \$200,000 from the transient lodging tax, and \$150,000 in refunds and reimbursements.

Expenditures

Expenditure totals at year-end are currently projected to be below budget by \$1.4 million. The variances by expenditure category are shown in Table B.

**Table B
General Fund Expenditures Fiscal Year 2023**

Expenditure Category	Adopted Budget	Adjusted Budget	Projected Actuals	Variance Above/(below) Adjusted Budget
Personnel	\$45,410,886	\$45,295,890	\$44,538,663	\$ (757,227)
Maintenance & Operations	7,697,495	8,644,557	7,966,000	(678,557)
Capital Outlay	143,500	338,743	338,743	-
Capital Improvement Program	1,900,000	7,667,649	7,667,649	-
Internal Serv Charges & Reserves	8,506,822	8,506,822	8,506,822	-
Transfers Out	2,557,210	2,557,210	2,557,210	-
Total	\$66,215,913	\$73,010,871	\$71,575,087	\$ (1,435,784)

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as appropriations carried over from the prior year for contracts and capital projects.

Personnel costs make up about 68% of the General Fund’s adopted budget. At fiscal-year-end they are projected to be less than budgeted by approximately \$0.8 million. The projection is result of a combination of savings of approximately \$2.5 million associated with vacant authorized positions offset by costs for overtime requirements, primarily in the Police and Fire departments, which are expected to exceed budgeted amounts by \$1.7 million.

Maintenance & Operations expenditures are projected to be \$0.7 million below budget overall, due to a combination of anticipated savings in various accounts partially offset by unanticipated expenses in others.

All appropriations for Capital Outlay and Capital Improvements are being projected as being entirely spent, because none of the current projects are expected to yield any savings from the amounts budgeted. It is likely, however, that some portion of the current year’s appropriations will be unspent at year-end and will be carried over to next fiscal year.

For Internal Service Charges and Transfers Out, all amounts budgeted are projected to be spent, although at year-end actual expenditures of the service provider funds will be reviewed for savings and charges will be adjusted accordingly. Similarly, the Parks Maintenance and Library funds, the primary recipients of Transfers Out from the General Fund, will be reviewed at year-end to determine whether a portion of the transfer amounts can be reduced.

Staff will continue to monitor all revenues and expenditures and will provide updates in the third quarter budget status report and in conjunction with the fiscal year 2024 budget development process.

Net Impact on Unassigned Fund Balance

Table C below combines the revenue and expenditure projections discussed above to display the impact of those projections on unassigned fund balance. Unassigned fund balance is considered to be one of the City’s reserves and has a maintenance target level of 10% of the City’s General Fund operating budget. Amounts above the target level may be used to augment other reserves or for one-time expenditures. As noted in the summary at the beginning of this report, the FY 2023 adopted budget was balanced with no use of unassigned fund balance. The adjusted budget column, however, shows a use of \$6.2 million in fund balance, but that is a combination of both assigned and unassigned fund balances. Assigned fund balance is the sum of non-revenue offset appropriations that were carried over from unspent amounts from the prior fiscal year for contracts for work that was in progress in the prior year as well as for unspent appropriations for capital projects. For fiscal year 2023 that amount is \$6.5 million. After adjusting for the difference between the projected actual revenues and expenditures for those appropriations offset by assigned fund balance, the result is a projected \$4.3 million (shown in bold) augmentation of unassigned fund balance at fiscal year-end.

Table C
General Fund Impact on Fund Balance Fiscal Year 2023

Gain in (Use of) Fund Balance	\$ 363,664	\$ (6,233,266)	\$ (2,170,220)	\$ 4,063,046
Fund Balance (FB) by Category				
Gain in (Use of) Assigned FB	-	(6,518,177)	(6,518,177)	-
Gain in (Use of) Unassigned FB	363,664	284,911	4,347,957	4,063,046
Total	\$ 363,664	\$ (6,233,266)	\$ (2,170,220)	\$ 4,063,046

BUDGET ADJUSTMENTS

During the mid-year budget review process, the Finance Department, in conjunction with City department staff, identified budget adjustments necessary due to expenses unanticipated during

the annual budgeting process. The attached schedule (“Exhibit ‘A’”) details the recommended adjustments. The recommendation section below provides a summary of those adjustments by fund.

- **General Fund**
 - Expenditures
 - \$325,784 Maintenance & Operations
 - Revenues
 - \$307,988 Other Revenue

- **Office Equipment Depreciation**
 - Revenues
 - \$19,750 Capital

- **Section 8 Fund**
 - Expenditures
 - \$150,000 Capital

FINANCIAL STATEMENT:

The recommended budget adjustments will result in additional appropriations of \$325,784 in the General Fund with offsetting revenue of \$307,998, \$19,750 in the Office Equipment Depreciation Fund from the available fund balance, and \$150,000 in Section 8 Fund from available fund balance.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Budget Adjustment Detail

Exhibit B - Resolution

**Q2 SUPPLEMENTAL APPROPRIATION REQUESTS -Summary
Fiscal Year 2023**

Fund	Expenditure	Revenue	Net
General Fund			
Fire			
Purchase two recliners & mattresses to replace old items	\$ 7,952	\$	7,952
Purchase of narcotic safes reimbured by Lower Sweetwater Fire Protection District	\$ 14,998	\$ 14,998	\$ -
Ladder and hose testing performed by DCS	\$ 9,834	\$	9,834
Fire Total	\$ 32,784	\$ 14,998	\$ 17,786
Planning			
Estimated increase in EsGil invoices for plan checks offset by plan check fees	\$ 293,000	\$ 293,000	\$ -
Planning Total	\$ 293,000	\$ 293,000	\$ -
General Fund Total	\$ 325,784	\$ 307,998	\$ 17,786
Office Equipment Depreciation			
Citywide			
Citywide furniture purchases	\$ 19,750	\$	19,750
Citywide Total	\$ 19,750	\$	19,750
Office Equipment Depreciation Total	\$ 19,750	\$	19,750
Section 8 Fund			
Housing			
Construction Management, furniture and contingency	\$ 150,000	\$	150,000
Housing Total	\$ 150,000	\$	150,000
Section 8 Fund Total	\$ 150,000	\$	150,000

RESOLUTION NO. 2023-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
AUTHORIZING VARIOUS FISCAL YEAR 2023 2nd QUARTER BUDGET ADJUSTMENTS**

WHEREAS, on June 7, 2022, the City Council of the City of National City adopted Resolution No. 2022-97, adopting the budget for fiscal year 2023; and

WHEREAS, as part of the 2nd quarter review process, the Finance Department reviewed the first six months for actual revenues and expenditures; and

WHEREAS, the 2nd quarter budget review was presented to the City Council and members of the public on April 18, 2023; and

WHEREAS, the City Manager has requested approval of the Recommended 2nd quarter Budget Adjustments ("Exhibit 'A'"); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the fiscal year 2023 Recommended 2nd quarter Budget Adjustments ("Exhibit 'A'") and authorizes the City Manager to make the associated adjustments to the Fiscal Year 2023 Budget.

PASSED and ADOPTED this 18th day of April, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM

Barry J. Schultz, City Attorney