



AGENDA

Consolidated Special 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

Scott Huth, 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 Special Meeting

Tuesday, August 1, 2023, 5:00 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. INVOCATION
5. 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.

6. PROCLAMATIONS AND RECOGNITION

- 6.1 Introduction of New City Employees

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

8. CONSENT CALENDAR

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

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

- 8.2 Approval of City Council Meeting Minutes. 6
- Recommendation:
Approve and file.
- 8.3 Approve an Agreement with Complete Paperless Solution (CPS) for an Enterprise Content Management Software - Laserfiche 46
- Recommendation:
Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Approving an Agreement with Complete Paperless Solutions to Purchase an Enterprise Content Management System, and Authorizing the City Manager to Execute the Agreement."
- 8.4 Authorizing the Mayor to Execute Three Program Supplement Agreements for the 24th Street Trolley Pedestrian Bridge Feasibility Study, 24th Street First and Last Mile Connections to Trolley Station Projects, and Bayshore Bikeway Segment 5. 80
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Three Program Supplement Agreements (PSAs) with the State of California Department of Transportation (Caltrans) for the Following Projects: 1) \$294,700 for the 24th Street Trolley Pedestrian Bridge Feasibility Study; 2) \$429,781 for the 24th Street First and Last Mile Connections to Trolley Station; and 3) \$300,000 for the Bayshore Bikeway Segment 5 Project."
- 8.5 Awarding a contract to Wright Construction Engineering Corp for Paradise Creek Water Quality and Community Enhancement Project Phase II, CIP No. 19-11 107
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Wright Construction Engineering Corp in the Not-to-Exceed Amount of \$2,610,245.00 for the Base Bid and Additive Bid for Paradise Creek Water Quality and Community Enhancement Project Phase II; 2) Authorizing a 15% Contingency in the Amount of \$391,537.00 for Any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Owner-Contractor Agreement."
- 8.6 Authorizing Accepting Annual Grant Fund to support the Regional Realignment Response Group (R3G) Operations in the Amount of \$67,000. 122
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing Accepting Annual Grant Funds to Support the Regional Realignment Response Group (R3G) Operations in the Amount of \$67,000 and the Establishment of an Appropriation and Corresponding

Revenue Budget.”

- 8.7 Director of Public Works & City Engineer Salary Schedule Adjustment 149
- Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Amending the National City Executive Group Salary Schedule for the Classification of Director of Public Works and Director of Public Works/City Engineer.”
- 8.8 Temporary Appointment of Two (2) CalPERS Retirees Pursuant to Government Code Sections 7522.56 and 21221(H) 156
- Recommendation:
Adopt a Resolution entitled, “A Resolution of the City Council of the City of National City, California, Appointing Eric Dennis as Interim Building Official and William Lopez as Interim Street & Wastewater Maintenance Superintendent per Government Code Section 21221 (h).”
- 8.9 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 117 2nd Street. 160
- Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 117 2nd Street.”
- 8.10 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 621 E. 16th Street. 177
- Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 621 E. 16th Street.”
- 8.11 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 605 E. 6th Street. 194
- Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 605 E. 6th Street.”
- 8.12 Temporary Use Permit – Spirit Halloween Retail Tent Store Hosted by Spirit Halloween at Westfield Plaza Bonita Mall from September 15, 2023 thru November 3, 2023 with No Waiver of Fees. 213

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.

- 8.13 Investment Transactions for the Month ended May 31, 2023. 235

Recommendation:

Accept and File the Investment Transaction Ledger for the Month ended May 31, 2023.

- 8.14 Warrant Register #47 for the period of 5/19/23 through 5/25/23 in the amount of \$861,528.38. 243

Recommendation:

Ratify Warrants Totaling \$861,528.38

- 8.15 Warrant Register #48 for the period of 5/26/23 through 6/01/23 in the amount of \$5,847,820.67. 247

Recommendation:

Ratify Warrants Totaling \$5,847,820.67

9. CITY MANAGER'S REPORT

10. ELECTED OFFICIALS REPORT

11. CITY ATTORNEY REPORT

12. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, August 15, 2023 - 6:00 p.m. - Council Chambers - National City, California.



NEW HIRE

June 2023 - July 2023

LIBRARY



Danielle Ghio
Principal Librarian

CITY ATTORNEY



Richard Romero
Assistant City Attorney

POLICE DEPARTMENT



Lorena Camacho Patron
Community
Services Officer



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting 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 June 6, 2023 – Closed Session
- Regular City Council Meeting of June 6, 2023
- Special City Council Budget Workshop of June 12, 2023
- Special City Council Meeting of June 20, 2023 – Closed Session
- Regular City Council Meeting of June 20, 2023
- Emergency Special City Council Meeting of June 22, 2023 – Closed Session

FINANCIAL STATEMENT:

Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A - Special City Council Meeting of June 6, 2023 – Closed Session
- Exhibit B - Regular City Council Meeting of June 6, 2023
- Exhibit C - Special City Council Budget Workshop of June 12, 2023
- Exhibit D - Special City Council Meeting of June 20, 2023 – Closed Session
- Exhibit E - Regular City Council Meeting of June 20, 2023
- Exhibit F – Emergency Special City Council Meeting of June 22, 2023 – Closed Session



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**June 6, 2023, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush (*arrived at 5:29 p.m.*)
Councilmember Rodriguez
Councilmember Yamane

Others Present: Armando Vergara, Interim City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Molly Brennan, Administrative Services Director

A. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:10 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

B. ROLL CALL

Councilmembers present: Bush (*arrived at 5:29 p.m.*), Rodriguez, Yamane, Molina, Morrison

C. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

D. PUBLIC COMMENT

No public comment.

E. CLOSED SESSION

Members retired into Closed Session at 5:14 p.m. and returned at 6:19 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Molina, Morrison, Brennan (left Closed Session at 6:07 p.m.), and Schultz.

- a. PUBLIC EMPLOYEE APPOINTMENT
Government Code Section 54957.6
Position to be Reviewed: Acting City Manager
- b. PUBLIC EMPLOYMENT
Government Code Section 54957.6
Position to be filled: City Manager
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Number of potential cases: 1

City Attorney Schultz announced that with regard to Item A, Public Employee Appointment - Acting City Manager, direction was given to negotiate the contract for the Interim City Manager, which will be brought back for the City Council for Approval at the next City Council Meeting.

No report out on Items B and C.

F. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 20, 2023, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:21 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 1, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**June 6, 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:
Armando Vergara, Interim City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Tonya Hussain, Executive Secretary
Ben Martinez, Acting Community Development Director
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Library & Community Services Director
Jose Tellez, Chief of Police
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 6:21 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Interpretation in Spanish provided by Vinka Valdivia and Carlos Diaz.

3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

Vice-Mayor Molina led the Pledge of Allegiance. Invocation provided by Imam Taha from the Islamic Center of San Diego.

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.

Three (3) speakers provided in-person comments, one (1) written comment, and six (6) people provided virtual comment.

Comments received via Zoom:

Terri Skelly
Kelly McCormick
Judith Strang
Becky Rapp
Nancy Logan
Barbara Gordon

In-person comment:

Ted Godshalk
Geoffrey Schrock
Edward Nieto

5. PROCLAMATIONS AND RECOGNITION

5.1 LGBTQ+ Pride Month

Mayor Morrison presented the proclamation. Coyote Moon and Rainbow Spaces Executive Director Nadia Kean-Ayub accepted the proclamation.

5.2 Thomas D. McBride Day

Mayor Morrison presented the proclamation to Thomas D. McBride.

5.3 Introduction of New City Employees

Police Chief Tellez and Acting Director of Community Development Ben Martinez introduced the new employees.

5.4 Spanish CERT Academy Graduates

Mayor Morrison introduced Fire Chief Mora, and Management Analyst III, who presented the proclamation to the graduates.

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

6.1 2023 San Diego County Fair - Get Out There! (Luis Valdivia, Marketing Specialist, Del Mar Fairgrounds)

Mayor Morrison introduced Luis Valdivia who presented a PowerPoint presentation.

Councilmember Rodriguez exited the dais at 7:17 p.m. and returned at 7:19 p.m.

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

Councilmember Rodriguez reported on the business of the SANDAG Shoreline Preservation Working Group.

Councilmember Bush provided an update on the Air Pollution Control District and Metropolitan Transit System. Spoke to his attendance at the Third Annual National Cruising Community Policing Conference in New Mexico.

Councilmember Yamane reported on San Diego Community Power.

Vice-Mayor Molina provided an update on the SANDAG Board of Directors Meeting.

Bush exited the dais at 7:35 p.m. and returned at 7:37 p.m.

Mayor Morrison reported on Regional Solid Waste Association.

8. CONSENT CALENDAR

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to approve Consent Calendar items 8.1 through 8.10, Items 8.12 and 8.13, and Items 8.16 through 8.21 with Items 8.11, 8.14, and 8.15 pulled for discussion.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

8.2 Approval of City Council Meeting Minutes. Approve and file.

Motion carried by unanimous vote

8.3 Agreement between the City of San Diego Office of Emergency Services and the City of National City for the distribution of FY22 Urban Area Security Initiative (UASI) Grant funds.

Approved Resolution No. 2023-56

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Sign the Agreement and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$30,073."

Motion carried by unanimous vote

- 8.4 Agreement between the City of National City and Adminsure, Inc. to provide third party workers' compensation claims administration services.

Approved Resolution No. 2023-57

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the agreement by and between the City of National City and Adminsure, Inc."

Motion carried by unanimous vote

- 8.5 Approval of the Agreement Between the City of National City and Invicta Security CA Corporation dba Allstate Security

Approved Resolution No. 2023-58

Approve the Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into an agreement between the City of National City and Invicta Security CA Corporation dba Allstate Security in the amount not-to-exceed \$75,000 for the purposes of providing security guard service at the National City Public Library from July 1, 2023 to June 30, 2024."

Motion carried by unanimous vote

- 8.6 Approval of the First Amendment to an Agreement between the City and SCI Consulting Group providing cannabis related management and monitoring services.

Approved Resolution No. 2023-59

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the First Amendment to an Agreement Between the City of National City and SCI Consulting Group for Cannabis Related Management and Monitoring Services for a Not-to-Exceed Amount of \$60,000."

Motion carried by unanimous vote

- 8.7 Approval of Creation of One (1) New Job Classification titled Equipment Mechanic I and Amending the MEA Salary Schedule."

Approved Resolution No. 2023-60

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."

Motion carried by unanimous vote

- 8.8 Authorization Accepting Funds from the Listos California CERT Support Grant for National City Fire Department Community Emergency Response Team (CERT) Program.

Approved Resolution No. 2023-61

Adopt the Resolution titled “Resolution of the City Council of the City of National City, California, accepting funds in the amount of \$24,200.00 from the Listos California Cert Support Grant, for the National City Fire Department’s Community Emergency Response Team (CERT) Program and authorizing the establishment of a reimbursable grants city-wide fund appropriation and corresponding revenue budget.”

Motion carried by unanimous vote

- 8.9 Donation of the Scotty Fire Prevention Trailer to the City of Tecate, Mexico.

Approved Resolution No. 2023-62

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Donation of the Scotty Fire Prevention Trailer and Accessories to Another Public Agency, the City of Tecate, in Accordance with State Law and Municipal Code Section 2.42.040(B).”

Motion carried by unanimous vote

- 8.10 Donation of a surplus Battalion Chief Command Vehicle to the City of Tecate, Mexico.

Approved Resolution No. 2023-63

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Donation of a Surplus Battalion Chief Command Vehicle to another Public Agency, the City of Tecate, Mexico, in accordance with Municipal Code Section 2.42.040(B).”

Motion carried by unanimous vote

Item Pulled For Discussion by Councilmember Rodriguez

- 8.11 Highland Avenue Inter-City Project Grant Appropriation for Plans, Specifications, and Estimate and Construction (CIP 22-13).

Approved Resolution No. 2023-64

Director of Engineering Roberto Yano answered questions posed by the City Council.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, (1) Authorizing the Acceptance of State Active Transportation Grant Funds for the Highland Avenue Inter-City Bike Connection Project (CIP 22-

13); and (2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$1,837,000.”

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush to adopt the resolution.

Motion carried by unanimous vote

- 8.12 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 325 Harbison Avenue.

Approved Resolution No. 2023-65

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 325 Harbison Avenue.”

Motion carried by unanimous vote

- 8.13 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 444 Rachael Avenue.

Approved Resolution No. 2023-66

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 444 Rachael Avenue.”

Motion carried by unanimous vote

Item Pulled For Discussion by Councilmember Rodriguez

- 8.14 Installation of Loading and Unloading Signage Valid Fridays from 8 a.m. to 2 p.m. in Front of “Iglesia Metodista Libre Emanuel” Church Located at 2529 “D” Avenue.

Approved Resolution No. 2023-67.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of 32 feet of Loading and Unloading Signage Valid Fridays from 8 a.m. to 2 p.m. in Front of the Church “Iglesia Metodista Libre Emanuel” Located at 2529 “D” Avenue.”

ACTION: Motion by Councilmember Rodriguez, seconded by Mayor Morrison to adopt the resolution.

Motion carried by unanimous vote

Item Pulled For Discussion by Councilmember Yamane

- 8.15 Project Close-Out and Notice of Completion for Three CIP Construction Projects.

Approved Resolution No. 2023-68.

One in-person comment was received from Ted Godshalk.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by the General Contractors on the Following Three Projects: a) El-Toyon-Las Palmas Bicycle Corridor Project, CIP No. 19-02; b) Roosevelt Smart Growth Corridor Project, CIP No. 19-19; c) Citywide Safe Routes to School Project, CIP No. 19-04; 2) Approving the Final Contract Amounts; 3) Ratifying the Release of Retentions; and 4) Authorizing the Mayor to Sign the Notice of Completion for the Projects."

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to adopt the resolution.

Motion carried by unanimous vote

- 8.16 Temporary Use Permit – Sub-Creation Hosted by Faith Chapel at Kimball Park on June 17, 2023, from 1 p.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 and in Accordance with City Council Policy 802.

Motion carried by unanimous vote

- 8.17 Investment Report for the quarter ended December 31, 2022.

Accept and File the Investment Report for the Quarter ended December 31, 2022.

Motion carried by unanimous vote

- 8.18 Investment Transactions for the Month Ended January 31, 2023.

Accept and File the Investment Transaction Ledger for the Month Ended January 31, 2023.

Motion carried by unanimous vote

- 8.19 Investment Transactions for the Month Ended February 28, 2023.

Accept and file the Investment Transaction Ledger for the month ended February 28, 2023.

Motion carried by unanimous vote

- 8.20 Warrant Register #43 for the period of 4/21/23 through 4/27/23 in the amount of \$1,750,512.19
Ratify Warrants Totaling \$ 1,750,512.19

Motion carried by unanimous vote

8.21 Warrant Register #44 for the period of 4/28/23 through 5/4/23 in the amount of \$2,895,913.06
Ratify Warrants Totaling \$2,895,913.06

Motion carried by unanimous vote

9. PUBLIC HEARING

Notice of the Public Hearing was given in accordance with legal requirements, and the hearing was held on the date and no earlier than specified in the notice.

9.1 Public Hearing - 2023 Weed Abatement

Approved Resolution No. 2023-69.

Fire Chief Mora introduced Deputy Fire Marshal Robert Drew who provided the report.

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

One (1) In-person public comment was received from Monica Carrillo.

One (1) written comment was received from Kurt Worden.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:21 p.m.

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Following a Public Hearing Pursuant to the National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and other Fire Hazards) to Consider Confirming Weed Abatement Costs, Approving the Report and Accounting."

ACTION: Motion by Councilmember Bush, seconded by Councilmember Yamane to adopt the resolution.

Motion carried by unanimous vote.

9.2 Adoption of Resolution Approving the Annual Report for Landscape Maintenance District No. 1 (Mile of Cars) for the Fiscal Year 2023-24.

Approved Resolution No. 2023-70.

Planning Manager Martin Reeder was present for questions.

Mayor Morrison declared the Public Hearing open at 8:24 p.m.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:25 p.m.

Recommendation: Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Approving the Annual Report for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24.”

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush to adopt the resolution.

Motion carried by unanimous vote.

- 9.3 Adoption of a Resolution Declaring Its Intention to Conduct a Public Hearing on June 20, 2023 and to Levy and Collect Assessments for the Landscape Maintenance District No. 1.

Approved Resolution No. 2023-71.

Mayor Morrison declared the Public Hearing open at 8:30 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:30 p.m.

Recommendation: Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Declaring Its Intention to Conduct a Public Hearing on June 20, 2023 and to Levy and Collect Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-2024.”

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

Motion carried by unanimous vote.

- 9.4 Adoption of Resolution initiating proceedings for the levy and collection of assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for fiscal year 2023-24

Approved Resolution No. 2023-72.

Mayor Morrison declared the Public Hearing open at 8:32 p.m.

There was no public comment.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Bush to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:28 p.m.

Recommendation: Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Initiating Proceedings for the Levy and Collection of Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24.”

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

Motion carried by unanimous vote.

- 9.5 Second Public Hearing and Adoption of an Ordinance to Extend the Wastewater Rates Adopted for Fiscal Years 2022-2023 through Fiscal Years 2024-2025 with No Increase.

Approved Ordinance No. 2023-2521.

Mayor Morrison declared the Public Hearing open at 8:33 p.m.

There was no public comment.

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Molina to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:33 p.m.

Recommendation: Hold a Second Public Hearing and Adopt the Ordinance Entitled, “Ordinance of the City Council of the City of National City, California, Amending Ordinance No. 2017-2442 Extending the Wastewater Rates Adopted for Fiscal Years 2022-2023 to Fiscal Years 2023-2024 and 2024-2025 with No Increase.”

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Molina to adopt the ordinance.

Motion carried by unanimous vote.

Councilmember Bush left the dais at 8:36 p.m. and returned at 8:38 p.m.

- 9.6 A Public Hearing to Consider Rate Adjustments for Refuse Services, including Recycling and Organic Waste Disposal, and Amending the Agreement between the City and EDCO Disposal Corp.

Approved Resolution No. 2023-73.

Director of Engineering & Public Works Yano introduced EDCO General Manager Carl Scherbaum who provided a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 8:37 p.m.

Two (2) in-person public comments were received from Paul A. Torres and Mike J.

City Clerk Chapel read the procedures for protest. Three (3) written protests were received and 263 mailed notices were returned undeliverable.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:53 p.m.

Recommendation: Hold Public Hearing to Consider Rate Adjustment for Refuse Services and Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting a Resolution Following a Public Hearing Pursuant to Proposition 218 to Consider Rate Adjustments for Refuse Services, Including Recycling and Organics / Yard Waste Disposal, Provided to National City Residences and Businesses by EDCO Disposal Corporation, and Amending the Agreement Between the City and EDCO Disposal Corporation to Increase the Monthly Rates for Refuse Collection Services."

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to adopt the resolution.

Motion carried by unanimous vote.

10. CITY MANAGER'S REPORT

Interim City Manager Armando Vergara introduced Director of Library and Community Services Joyce Ryan who provided information on community events.

11. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

12. CITY ATTORNEY REPORT

No report.

13. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 20, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 9:14 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of August 1, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL WORKSHOP

**June 12, 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 4:08 p.m.*)
Councilmember Yamane

Others Present: Armando Vergara, Interim City Manager
Ashlin Lutes , Deputy City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Paul Valadez, Budget Manager
Ben Martinez, Acting Community Development Director
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Director of Library and Community Services
Jose Tellez, Chief of Police
Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:06 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 (*arrived at 4:08 p.m.*), Yamane, Molina, Morrison

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

3. **PLEDGE OF ALLEGIANCE**

Councilmember Bush led the Pledge of Allegiance.

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.

Five (5) speakers provided in-person comments and two (2) written comments. There were no registrants for virtual comment.

In-person comments:

Larry Emerson
Sherry Gogue
Edward Nieto
Daniel Perez
Joan Rincon

5. **STAFF REPORT**

Fiscal Year 2023-2024 Preliminary Budget Workshop

Interim City Manager Armando Vergara introduced Molly Brennan, Administrative Services Director who presented the item utilizing a PowerPoint Presentation.

Recommendation: Review, receive presentation, and provide direction.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to move forward with the City Council District Budgeting in the amount of \$100,000.

Motion carried by 3-2 vote.

Ayes: Bush, Rodriguez, Yamane

Nays: Molina, Morrison

ACTION: Motion by Councilmember Bush, Seconded by Councilmember Yamane to direct staff to look at rehabilitation of the Las Palmas Wellness Center and Restrooms and to defer spending any additional design money on the new wellness center.

Councilmember Rodriguez asked for a friendly amendment to include within the proposal the splash pad as well as two (2) restrooms. The maker of the motion and seconder agreed with the friendly amendment. Also, to include the option to ask assistance from A.R.T.S. with rehab project.

Vice-Mayor Molina requested clarification from Deputy City Attorney Lutes regarding the consequences of this action, considering the Las Palmas Wellness Center project had previously been approved with a budget by the City Council.

Mayor Morrison called for recess at 5:45 p.m. and all members present returned to the dais at 6:02 p.m.

Deputy City Attorney Lutes requested point of clarification from Councilmember Bush on the motion. The maker of the motion confirmed the motion was to postpone the Las Palmas Wellness Center and the \$2.7 million and have staff bring back an option for rehab. Deputy City Attorney Lutes clarified that the request was to have staff bring back a new project that would involve a rehab instead of the current project and Councilmember Bush agreed.

Deputy City Attorney Lutes advised the City Council that as requested, to choose to not fund the project right now and ask staff to come back with a new project later with the rehab would require the item to return to a future City Council meeting if included in the motion.

Motion carried by 3-2 vote.

Ayes: Bush, Rodriguez, Yamane

Nays: Molina, Morrison

ACTION: Motion by Councilmember Bush, to move forward with hiring two (2) police dispatchers and two (2) officers. Motion withdrawn.

Motion by Councilmember Bush, seconded by Councilmember Rodriguez to hire two (2) police dispatchers and two (2) police officers, to continue with previous direction to hire three (3) firefighters with the 4-0 staffing requirement with it, and continue the status quo on tree trimming.

Councilmember Rodriguez asked the maker of motion to amend the motion to include the remaining items that were previously discussed and supported, which included: One-time positions of \$25,000 for Street Sign Replacements; \$50,000 for Chamber of Commerce; \$250,000 for Civic Center Kimball Rec Master Plan; \$100,000 for National City Blvd and Harbison; Quality of Life Overtime; Storm Drain Rehab; and, the on-going enhancement decisions that were also supported that include PD and Fire, after-school program, tree trimming, amortization, and district budgeting. Additionally requested staff to look at overtime.

Vice-Mayor Molina asked for clarification of the motion.

Councilmember Bush restated the motion: Approve the on-going enhancement decision items which include the four (4) new police staff (2 dispatchers and 2 police officers), three (3) new firefighters and the 4-0 staffing, the after-school programs, tree-trimming, engineering permit tech, amortization, City Council District Budgets, reduced recreation fee and approve the one-time enhancement decision items, Street Sign Replacement, Chamber of Commerce, Granger Hall Relocation, Civic Center Kimball Rec Master Plan, Clean-up at National City Blvd and Harbison, Public Works Quality of Life Overtime, Pavement Rehab, Storm Drain Rehab, and for staff to look at further overtime reductions.

Motion carried by 3-2 vote.

Ayes: Bush, Rodriguez, Yamane

Nays: Molina, Morrison

In-person comments:

Ed Nieto

Thelma

Geoffrey Schrock

Joan Rincon

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 20, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned 6:51 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 1, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**June 20, 2023, 4:30 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush (*arrived at 4:38 p.m.*)
Councilmember Rodriguez (*arrived at 4:37 p.m.*)
Councilmember Yamane

Others Present: Armando Vergara, Interim City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
William Pate, Special Counsel

A. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:35 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

B. ROLL CALL

Councilmembers present: Bush (*arrived at 4:38 p.m.*), Rodriguez (*arrived at 4:37 p.m.*), Yamane, Molina, Morrison

C. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Molina led the Pledge of Allegiance.

D. PUBLIC COMMENT

No public comment.

E. CLOSED SESSION

Members retired into Closed Session at 4:37 p.m. and returned at 5:51 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Molina, Morrison, Schultz, and Special Counsel William Pate.

a. **PUBLIC EMPLOYMENT**

Government Code Section 54957.6
Position to be filled: City Manager

b. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)
Name of Case: Bhandari v City of National City et. al
California Southern District Court
Case No. 3:2021-CV-01652-BTM-MDD

Closed Session report to be heard at the Regular City Council Meeting to be held at 6:00 p.m.

F. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 20, 2023, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:51 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 1, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**June 20, 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: Armando Vergara, Interim City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Ben Martinez, Acting Community Development Director
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Library & Community Services Director
Jose Tellez, Chief of Police
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 6:10 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

Councilmember Rodriguez led the Pledge of Allegiance. Invocation provided by Pastor Dan Koeshall, Metropolitan Community Church.

Item Pulled Out of Order by Mayor Morrison

5. PROCLAMATIONS AND RECOGNITION

5.1 Juneteenth Day

Mayor Morrison presented a Proclamation to Donna DeBerry for the County of San Diego Central Black Chamber of Commerce.

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.

Five (5) speakers provided in-person comments, one (1) written comment, and four (4) people provided virtual comment.

Comments received via Zoom:

Kelly McCormick
Judith Strang
Barbara Gordon
Becky Rapp

In-person comment:

Joseph L. Crawford
Michael Tillo
Joan Rincon
Kelsey Genesi - EHC
Geoffrey Schrock

5. PROCLAMATIONS AND RECOGNITION

5.2 Employee of the Quarter, Police Sergeant Michael “Scott” Shanahan

Mayor Morrison introduced Police Chief Tellez who presented the proclamation.

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

6.1 National City Brownfields Assessment Project by San Diego State University (SDSU)

Mayor Morrison introduced Jessica Barlow, Professor of Sustainability, Department of Geography at SDSU who presented a PowerPoint presentation.

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

Councilmember Rodriguez had nothing to report.

Councilmember Bush reported on Metropolitan Transit System.

Vice-Mayor Molina provided an update on the SANDAG Board of Directors Meeting.

Councilmember Yamane had nothing to report.

Mayor Morrison had nothing to report.

Port Commissioner Naranjo reported updates from the Port Authority.

8. **CONSENT CALENDAR**

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to approve Consent Calendar Items 8.1 through 8.8, and Items 8.10 through 8.22 with Items 8.09, and 8.23 pulled for discussion.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

8.2 Approval of City Council Meeting Minutes.
Approve and file.

Motion carried by unanimous vote.

8.3 Agreement Between City of National City and Chandler Asset Management, Inc.

Approved Resolution No. 2023-74

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement By and Between the City of National City and Chandler Asset Management, Inc. for Investment Management and Advisory Services."

Motion carried by unanimous vote.

- 8.4 Agreement between the City of National City and the Pun Group, LLP.
Approved Resolution No. 2023-75
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California authorizing the Mayor to execute an agreement with The Pun Group, LLP For Professional Independent Audit Services”.
- Motion carried by unanimous vote.**
- 8.5 Amending the Confidential Group Salary Schedule to Revise the Salary of the Senior Information Technology Analyst for 2023 and 2024.
Approved Resolution No. 2023-76
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Amending the Confidential Group Salary Schedule.”
- Motion carried by unanimous vote.**
- 8.6 Approval of Amendment to Agreement with San Diego County for Senior Nutrition Services
Approved Resolution No. 2023-77
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Amendment to County Contract 561763 Extending the Contract Term for Six (6) Additional Months Through December 31, 2023.”
- Motion carried by unanimous vote.**
- 8.7 Approval of Agreement Between the City of National City and the National City Host Lions Club
Approved Resolution No. 2023-78
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Enter into an Agreement with the National City Host Lions Club in the Not-to-Exceed Amount of \$7,750 to Facilitate the Fourth of July Carnival from Friday, June 30, 2023 to Tuesday, July 4, 2023.”
- Motion carried by unanimous vote.**

- 8.8 Approval of Agreements with San Diego Gas and Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District for Segment 5 of the Bayshore Bikeway in National City.

Adopt Resolutions Entitled:

Approved Resolution No. 2023-79

1) “Resolution of the City Council of the City of National City, California, authorizing the Mayor to Execute the Agreement with San Diego Gas & Electric Company for the Purpose of Construction, Planting Mitigation, Monitoring, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;” and,

Approved Resolution No. 2023-80

2) “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with BNSF Railway Company for the Purpose of Construction, Plant Mitigation, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;” and,

Approved Resolution No. 2023-81

3) “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with San Diego Metropolitan Transit System for the Purpose of Construction, Planting Mitigation, Monitoring, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;” and,

Approved Resolution No. 2023-82

4) “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with the San Diego Unified Port District for the Purpose of Construction, Planting Mitigation, Monitoring, Operation,

Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City.”

Motion carried by unanimous vote.

Item Pulled For Discussion by Councilmember Rodriguez

- 8.9 Approval of a Three (3) year Contract for a Not-to-Exceed Amount of \$2 Million Dollars with Circuit Transit Inc. with an Option for Two (2) One-Year Extensions Depending on Available Funds to Provide the Free Ride Around National City (FRANC) Shuttle Program

Approved Resolution No. 2023-83

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Use of Cooperative Procurement with SANDAG’s Regional Flexible Fleet Services Procurement Process to Award a Three (3) Year Contract for a Not-to-Exceed Amount of \$2 Million Dollars to Circuit Transit Inc. with an Option for Two (2) One-Year Extensions Depending on Available Funding to Provide the Free Ride Around National City (FRANC) Shuttle Program.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to adopt the resolution.

Motion carried by unanimous vote.

- 8.10 Authorize the Acceptance of the California Automated Permit Processing Program Grant

Approved Resolution No. 2023-84

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or Designee to Accept the California Automated Permit Processing Program Grant in the Amount of \$60,000 from the California Energy Commission to Fund the National City Building Division’s Implementation of an Online Solar Permitting Platform and Authorizing the Establishment of a Community Development Reimbursable Grant Fund Appropriation of \$60,000 and Corresponding Revenue Budget.”

Motion carried by unanimous vote.

- 8.11 Approval of a Second Amendment to the Agreement between the City and Devaney Pate Morris & Cameron LLP for legal services in the specialized area of General Civil Litigation Defense arising from Government Claims.

Approved Resolution No. 2023-85

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving a Second Amendment to the Agreement Between the 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 \$50,000 for a New Total Not-to-Exceed Amount of \$250,000 Pertaining to Litigation Titled Bhandari v. City and 2) Increasing the Not-to-Exceed Amount by \$50,000 for a New Total Not-to-Exceed Amount of \$200,000 Pertaining to Litigation Titled Cummins v. City."

Motion carried by unanimous vote.

- 8.12 First Amendments to On-Call Consultant Agreements for City's Capital Improvement Program (CIP)

Approved Resolution No. 2023-86

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute First Amendments to Extend Agreements by One-Year with the Following On-Call Consultants: a) Atlas Technical Consultants, LLC; b) D-MAX Engineering, Inc.; c) Geosyntec Consultants, Inc.; d) Leighton Consulting, Inc.; e) Ninyo & Moore Geotechnical & Environmental Sciences Consultants; and, f) Randall Lamb Associates, Inc."

Motion carried by unanimous vote.

- 8.13 First Amendment with San Diego Mechanical Energy, Inc. for Facilities Maintenance Services

Approved Resolution No. 2023-87

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with San Diego Mechanical & Energy, Inc., Extending the Agreement by One-Year to June 30, 2024."

Motion carried by unanimous vote.

- 8.14 First Amendment to the Agreement with Southwest Traffic Signal, Inc., for Traffic Signal and Streetlight Maintenance

Approved Resolution No. 2023-88

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with Southwest Traffic Signal Service, Inc., Extending the Agreement by One-Year to June 30, 2024."

Motion carried by unanimous vote.

- 8.15 Memorandum of Understanding (MOU) Between the San Diego Unified Port District and the City of National City to Contribute Funds for the Free Ride Around National City (FRANC) Program.

Approved Resolution No. 2023-89

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City 1) Authorizing the Mayor to Execute a Memorandum Of Understanding Between the San Diego Unified Port District and the City of National City to Contribute Funds from the Maritime Industrial Impact Fund for the Funding of the Free Ride Around National City (FRANC) Program; and

2) Authorizing the Establishment of \$400,000 in Appropriations and a Corresponding Revenue Budget."

Motion carried by unanimous vote.

- 8.16 Sole Source Purchase of a Phoenix G2 Fire Station Alerting System

Approved Resolution No. 2023-90

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220 (B) Regarding the Sole Source Purchase of the Phoenix G2 Fire Station Alerting System for the National City Fire Department, from US Digital Designs (USDD) for a Not-To-Exceed Amount of \$158,504.85."

Motion carried by unanimous vote.

- 8.17 Sole Source Installation of the Phoenix G2 Fire Station Alerting System by Bergelectric

Approved Resolution No. 2023-91

Adopt the Resolution, Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220 (B) Regarding the Sole Source Installation of the Phoenix G2 Fire Station Alerting System for the National City Fire Department by Bergelectric for a Not-to-Exceed Amount of \$86,150.00 and Authorizing Additional Budget Appropriations of \$74,654.85 from General Fund Unassigned Fund Balance for Said Installation."

Motion carried by unanimous vote.

- 8.18 Annual Appropriations Limit for Fiscal Year 2024

Approved Resolution No. 2023-92

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Adopting the Annual Appropriations Limit of \$80,226,080 for Fiscal Year 2024"

Motion carried by unanimous vote.

- 8.19 Successor Agency Proposed Budget for Fiscal Year 2023-24

Adopt the Proposed Budget for the Successor Agency for Fiscal Year 2023-24.

Approved Resolution No. 2023-114

Adopt the Resolution Entitled, "Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, California, Adopting a Budget of \$4,266,020 for Fiscal Year 2023-24."

Motion carried by unanimous vote.

- 8.20 Investment Report for the Quarter Ended March 31, 2023.

Accept and File the Investment Report for the Quarter Ended March 31, 2023.

Motion carried by unanimous vote.

8.21 Investment transactions for the month ended April 30, 2023.

Accept and file the Investment Transaction Ledger for the month ended April 30, 2023.

Motion carried by unanimous vote.

8.22 Warrant Register #45 for the period of 5/5/23 through 5/11/23 in the amount of \$1,380,114.63.

Ratify Warrants Totaling \$ 1,380,114.63

Motion carried by unanimous vote.

Item Pulled For Discussion by Councilmember Rodriguez

8.23 Warrant Register #46 for the period of 5/12/23 through 5/18/23 in the amount of \$2,374,502.87.

Ratify Warrants Totaling \$ 2,374,502.87

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to approve.

Motion carried by unanimous vote.

Councilmember Bush left the dais at 7:21 p.m. and returned at 7:23 p.m.

9. PUBLIC HEARING

Notice of the Public Hearing was given in accordance with legal requirements, and the hearing was held on the date and no earlier than specified in the notice.

9.1 Public Hearing and Review of the Focused General Plan Update's Supplemental Program Environmental Impact Report and California Environmental Quality Act (CEQA) Findings.

Vice-Mayor Molina left the dais at 7:21 p.m. recusing herself from the item as she lives within 500 to 1,000 feet of the alternative site project and returned to the dais at 8:14 p.m.

Mayor Morrison disclosed he spoke with the project Attorney.

Councilmember Rodriguez left the dais at 7:27 p.m. and returned at 7:30 p.m.

Mayor Morrison excused the interpreters at 8:00 p.m. per City Council Policy No. 104(III)(R), two hour minimum and as there were no more participants registered to comment via Zoom

Mayor Morrison introduced Angelita Palma, Acting Director of Housing Authority who introduced Tara Lake, Senior Vice-President at WSP USA; Stephanie Whitmore, Director Environmental Planning, WSP USA; Laura Gates, Gates Planning Strategies; Planning Manager Reeder; and, Director of Public Works and Engineering Yano who provided the report.

Mayor Morrison declared the Public Hearing open at 7:36 p.m.

Three (3) in-person public comment were received from Cynthia Morgan-Reed, Ted Godshalk, and Kelsey Genesi – EHC.

Two (2) written comments were received from Cynthia Morgan-Reed, Ted Godshalk.

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

Motion carried by unanimous vote

Public Hearing closed at 7:47 p.m.

Recommendation: Hold the Public Hearing, Discuss the Project and the Alternate Project Location Alternative, and Consider the National City Planning Commission's Recommendation In-Favor of the Alternate Project Location Alternative.

Councilmembers provided comment.

Mayor Morrison called for a recess at 8:14 p.m. and all members returned at 8:21 p.m. to resume the meeting.

9.2 Public Hearing and Resolution Confirming the Assessment and Ordering the Levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24. 591

Approved Resolution No. 2023-93

Mayor Morrison declared the Public Hearing open at 8:22 p.m.

No Public Comment.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Bush to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:22 p.m.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to approve.

Motion carried by unanimous vote.

9.3 Public Hearing and Adoption of a Resolution Accepting the National City Fiscal Year 2023-2024 Tax Roll Sewer Service Fees Report.

Approved Resolution No. 2023-94

Mayor Morrison introduced Director of Public Works/Engineering Yano.

Mayor Morrison declared the Public Hearing open at 8:24 p.m.

No Public Comment.

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor Molina to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:24 p.m.

Recommendation: Hold a Public Hearing and Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Accepting the National City 2023-2024 Tax Roll Sewer Service Fees Report, Which Identifies by Parcel Number, Each Parcel of Real Property Receiving Sewer Services and the Amount of Sewer Charges for Each Parcel for FY 2023-24 as Required by the California Health and Safety Code Section 5473 et seq., Pertaining to Collection of Sewer Charges on the Tax Roll, Directing the City Clerk to File the Report with the County of San Diego Auditor and Controller, and Directing the City Engineer to Submit a Certification of the Sewer Service Charges to the County of San Diego Auditor and Controller."

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor Molina to approve.

Motion carried by unanimous vote.

10. STAFF REPORTS

- 10.1 Verbal Report-Out of Salary and Benefits in the Employment Agreement of the Interim City Manager as required by the Brown Act 680.

Approved Resolution No. 2023-95

City Attorney Schultz read the verbal report out of Salary and Benefits and noted a correction to \$255,723.12 as the base salary.

One (1) Written Comment: Ted Godshalk

Recommendation: Consider Adoption of the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Appointing Armando Vergara as Interim City Manager and Authorizing the Mayor to Execute an Employment Agreement Between the City of National City and Armando Vergara with the Effective Date of June 1, 2023."

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve.

Motion carried by unanimous vote.

- 10.2 Cannabis Business Development Agreements

Approved Resolution No. 2023-96

Mayor Morrison introduced Pedro Garcia, Economic Development Manager who provided the report and PowerPoint Presentation.

Written Public Comment: Gina Austin, Brittany Biesterfeld, Chris Garmo, Joan Rincon, Bill Nosal, Dukie Valderrama, and Anthony Avalos.

Two (2) Public Comments via Zoom: Laura Wilkinson Sinton and Jacqueline Luna Reynoso

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the Cannabis Business Development Agreements with Mr. Nice Guy, Element 7, and NC Investment Group."

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to approve.

Motion carried by 4-1 vote.

Ayes: Rodriguez, Yamane, Molina, Morrison

Nays: Bush

10.3 City of National City Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2022.

Mayor Morrison introduced Molly Brennan, Administrative Services Director; Rachelle Barrera, Finance Manager; and, Coley Delaney, The Pun Group.

One (1) Written Public Comment: Ted Godshalk

Recommendation: Accept and File the Report.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve.

Motion carried by unanimous vote.

10.4 Fiscal Year 2023 Third Quarter Budget Review

Approved Resolution No. 2023-97

Mayor Morrison introduced Budget Manager Paul Valadez who provided the report.

No Public Comment.

Recommendation: Accept and File this Report, and Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing Various Fiscal Year 2023 3rd Quarter Budget Adjustments."

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to approve.

Motion carried by unanimous vote.

10.5 Resolution of the City Council of the City of National City Adopting a Budget for Fiscal Year 2024

Approved Resolution No. 2023-98

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

Public Comment: Liliana Armenta, Mike Montoya, Edward Nieto, Alma Sarmiento, Sherry Gogue, Kelsey Genesi, Daniel Perez, and Sandra Scheller

One (1) Public Comment via Zoom: Edna Concepcion

One (1) Written Public Comment: Ted Godshalk

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting a Budget for the Fiscal Year 2024."

At 10:40 p.m., Mayor Morrison reminded the City Council of Policy #104 that requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote. Mayor Morrison asked the City Council to consider extending the meeting for 30 minutes to complete the remaining items.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush to end the meeting by 11:10 p.m.

Motion carried by 4-1 vote.

Ayes: Bush, Rodriguez, Yamane, Morrison

Nays: Molina

Councilmember Yamane called "Point of Order, stating "Vote has been called." Mayor Morrison responded that the Point of Order does not "Call for a Vote". Councilmember Rodriguez seconded the Point of Order. Mayor Morrison stated that it will require a 4/5ths vote to end discussion. Vote was called.

Ayes: Bush, Rodriguez, Yamane, Molina

Nays: Morrison

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to approve staff recommendation to adopt the Budget as presented.

Motion carried by 3-2 vote.

Ayes: Bush, Rodriguez, Yamane

Nays: Molina, Morrison

10.6 City Council Discussion and Direction Regarding Revisions to City Council Policy No. 104: Rules of Procedural and Order for City Council Meetings

Recommendation: Discuss and Provide Direction to Staff Regarding Revisions to the City Council Policy No. 104: Rules of Procedural and Order for City Council Meetings; XIV Procedural Matters, E (Proclamations).

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

Motion carried by 3-2 vote.

Ayes: Bush, Rodriguez, Yamane

Nays: Molina, Morrison

11. **CITY MANAGER'S REPORT**

No Comment.

12. **ELECTED OFFICIALS REPORT**

Closing remarks were provided by the City Council.

13. CITY ATTORNEY REPORT

CLOSED SESSION

1. PUBLIC EMPLOYMENT

Government Code Section 54957.6 Position to be filled: City Manager

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code Section 54956.9 (d) (1) Name of Case: Bhandari v City of National City. et al. California Southern District Court Case No: 3:2021-CV-01652-BTM-MDD

City Attorney Schultz reported that two (2) items were discussed in Closed Session. The first item involved Existing Litigation Bhandari vs City of National City with no reportable action.

The second item involved the discussion of public employment: Permanent City Manager. City Council has directed staff to move forward to negotiate a contract with Armando Vergara as the permanent City Manager.

14. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 1, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 11:13 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 1, 2023.

Ron Morrison, Mayor



EMERGENCY SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**June 22, 2023, 4:30 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:** Barry J. Schultz, City Attorney

1. CALL TO ORDER

An Emergency Special Meeting of the City Council of the City of National City was called to order at 4:30 p.m. 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

3. CLOSED SESSION

Under Government Code Section: 54956.5

The City Council voted unanimously the need for an Emergency Closed Session Meeting to discuss the unexpected death of City Manager Armando Vergara.

Members retired into Closed Session at 4:30 p.m. and returned at 5:30 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Molina, Morrison, and Schultz.

The City of National City is a City Council/City Manager form of government therefore, in the absence of a City Manager the Assistant City Manager acts on their behalf. Due to the fact the Assistant City Manager was out due to health reasons, the City Council in Closed Session appointed Deputy City Manager Scott Huth as Acting City Manager with a unanimous vote.

4. **ADJOURNMENT**

The meeting adjourned at 5:30 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 1, 2023.

Ron Morrison, Mayor



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, City Clerk
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Approve an Agreement with Complete Paperless Solution (CPS) for an Enterprise Content Management Software - Laserfiche

RECOMMENDATION:

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Approving an Agreement with Complete Paperless Solutions to Purchase an Enterprise Content Management System, and Authorizing the City Manager to Execute the Agreement."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Background

The City Clerk is the custodian of records for the City, and oversees the City's Records Management Program. In compliance with laws and regulations, the City Clerk develops the file plan and storage and retrieval system for storing paper and electronic records.

The City of National City purchased a records management software by the name of Questys in 2000. Records stored in this electronic environment include all of the City's Minutes, Resolutions, and Ordinances as permanent documents. Other documents such as Recorded Documents, Contracts, and other historical records are being scanned when staff time allows. In addition to the City Clerk's Office, other departments utilize Questys to store some records.

The Questys product quality has declined over the years with only minor upgrades and has fallen behind compared to other technology and Enterprise Content Management (ECM) Systems available. Laserfiche is a proven leader in the area of Electronic Document Management Systems (EDMS).

ECM is an Enterprise Content Management System which enables organizations to securely manage content and information throughout the lifecycle of a record.

EDMS is an Electronic Document Management System that manages the creation, use and storage of documents and records.

Laserfiche is a pioneer in the ECMS Technology as it was originally developed in 1987, and continues to transform organizations in more than 80 countries.

Laserfiche can achieve both functions of Enterprise Content Management Software (ECM) through automation. It has the ability to recognize certain forms and documents to automatically populate data fields, eliminating the need for staff to enter information manually. This importation of metadata also automates the document search and retrieval process by capturing and classifying identifiable keywords, annotations, file names and records retention parameters. The system utilizes tools like Office 365 to allow collaboration among employees to share content while working on projects together.

The system will also provide audit logs for administrators of the system to ensure records are properly managed throughout their lifecycle.

Laserfiche integrates with many of the business processes used in the City and will assist staff in automating and sharing more records. In turn this will provide access to more records online through a public portal on the City website. Providing more City records online allows the public to conduct their own research on their time and reduces Public Records Requests by being more accessible and transparent.

In time, this system could replace currently used software in departments to enhance the organization of records by accessing them all in one location. One example of this is the integration of eSCRIBE, the software currently used to automate the City Council agenda process. Once the City Council Meeting has taken place, the agenda packet will be saved into Laserfiche as an historical record with all contents searchable.

Analysis and Conclusion

Historically, the City of National City has launched limited technology regarding the storage of records, creating record repositories where public records can be stored, organized, and searched. The work processes in the City in the past were paper (hard copy) which decreases internal staff efficiency and effectiveness, and negatively impacts the ability to make information available to the public. Hard Copies must be stored either on-site in very limited space, or offsite in a storage facility at a cost and includes additional charges if staff has requests for storage and retrieval. An example of retrieval would be in response to a Public Records Request.

Complete Paperless Solutions (CPS) will be providing the City with a turnkey solution, including all software and related services for design, data migration, development, deployment, training, and support of the system.

Utilizing an ECM/EDMS system that is as robust as Laserfiche will actually reduce costs and use of resources. The savings on the annual Quesyts contract would be \$16,112.02, and there would be additional savings as a result of a reduction in the amount of record storage boxes, copy paper, and toner purchased, and a lesser need for off-site storage.

The City Clerk has twenty years (20) experience with Laserfiche products, including developing the database and file architecture for the City of Poway's Laserfiche system and public portal. This experience will provide insight into best practices on developing the system to best fit the needs of City staff and the public portal for easy access and searchability.

The City Clerk's Office is seeking to subscribe and implement a comprehensive cloud based electronic content and records management software, including all software and related services, as well as the conversion of the Questys database.

The current contract with Questys expired on June 30, 2023, however, the agreement is paid on an annual basis and can be terminated with thirty (30) days of notice.

Staff recommends approval of the purchase of Laserfiche ECM/EDMS as a replacement for Questys including a professional services agreement with CPS for an initial period of three (3) years and authorizing the City Manager to extend the terms of the agreement in one-year increments for an additional three (3) years.

FINANCIAL STATEMENT:

All pricing is based off NCPA Contract #11-25 which is a competitively bid government contract. NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. The proposed system upgrade will have a one-time cost of \$82,000. The annual license and support services cost will be \$5,875, and the annual support services for three (3) years will not exceed \$20,000. Funding for this project is in Account Number 629-403-082-299-0000.

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:

Exhibit A – Agreement including Attachment A – Scope of Services
Exhibit B – Laserfiche Proposal
Exhibit C - Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
COMPLETE PAPERLESS SOLUTIONS, LLC (CPS)**

THIS AGREEMENT is entered into on this 1st day of August, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and **COMPLETE PAPERLESS SOLUTIONS, LLC (CPS)**, (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide professional services for records and archival records retention, and the set-up and design of Enterprise Content Management System.

WHEREAS, the CITY has determined that the CONSULTANT is duly licensed and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide the City with the services described in the Scope of Services attached hereto as Attachment “A” and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on August 1, 2023. The duration of this Agreement is for the period of August 1, 2023 through August 1, 2026. Completion dates or time durations for specific portions of the project are set forth in Attachment “A.” 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 three one-year extensions. Any extension of this Agreement must be approved in writing by 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 CONSULTANT shall appear at meetings specified in Attachment “A” to keep staff and City Council advised of the progress on project.

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.** *Shelley Chapel, City Clerk* 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. *Jamie Dunn, Vice-President and Executive Coordinator* 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 Attachment "A" shall not exceed Eighty-Two Thousand Dollars (\$82,000.00) for the initial conversion from Questys to Laserfiche. The annual license and support services cost will be \$5,875 and the annual support services for three (3) years will not exceed Twenty Thousand Dollars (\$20,000). Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Attachment "A" as determined by the CITY.

All pricing is based off National Cooperative Purchasing Alliance (NCPA) Contract #11-25 which is a competitive bid government contract. NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies.

The CONSULTANT agrees to allow the City and other public agencies in the State of California to purchase additional items, at the same terms and conditions in this Agreement, during the period of time that this bid is in effect.

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

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

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2)

become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

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

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

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

8. **INDEPENDENT CONSULTANT.** 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 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 CONSULTANT'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, CONSULTANT 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.

CONSULTANT'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. CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONSULTANT 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 CONSULTANT under this Agreement shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents, and subconsultants are entitled for performance of any work under this Agreement. Neither CONSULTANT nor CONSULTANT's officers, employees, agents, and subconsultants 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 CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

16.3 Indemnification for Employee Payments. CONSULTANT 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) CONSULTANT, (2) any employee of CONSULTANT, or (3) any employee of CONSULTANT 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: Shelley Chapel, MMC
City Clerk
City Clerk's Office
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Jamie Dunn, Vice-President - Sales
Executive Coordinator of Project
Complete Paperless Solutions (CPS)
5031 E. La Palma Avenue, Suite 206
Anaheim, CA 92807

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

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NATIONAL CITY

COMPLETE PAPERLESS SOLUTIONS

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

By: _____
Scott Huth, Acting City Manager

By: _____
(Name)

APPROVED AS TO FORM:

(Print)

By: _____
Barry J. Schultz,
City Attorney

(Title)

By: _____
(Name)

(Print)

(Title)

Scope of Services

Scope of Work

Scope Description

The scope of this project consists of the set-up and design of Laserfiche Avante Full SQL Server including workflow on premises. The set-up will include 15 named full users including thin client, Email, Snapshot and Form Essentials, Starter Public Portal with 10 concurrent retrieval views, Laserfiche Connector, Project Management, Installation and Setup, Taxonomy and Design, Training: Admin Level I, End User Training, Questys Data Conversion. Set up services includes configuration of the Laserfiche software, consultation and configuration of the repository structure and design based on the Customer's retention policies, and the conversion of the existing Questys database. Multiple end user training classes will be included as well as separate trainings for Admin, Workflows and Forms, as well as Quick Fields.

Scope Definition

The following scope of the project includes:

Project Management – 4 Days

Initial Project Planning

- Review of project requirements, project plan creation, timeline development, and resource allocation

Project Management

- Professional project management services from Complete Paperless Solutions
 - ❖ Project plan development
 - ❖ Kick off meeting
 - ❖ Project status meetings
 - ❖ Project status updates
- Documentation
 - ❖ Solution documentation
 - ❖ Training documentation

Training – 8 Days

- Laserfiche server, client, import and scanning, and business process components
- Import and Capture Training
 - ❖ Laserfiche Scanning
 - ❖ Import Agent
- Search and Retrieval Training
 - ❖ Laserfiche thin and thick Client
- Laserfiche Administrator Training
 - ❖ Security
 - ❖ User configuration
 - ❖ Volume configuration
 - ❖ IT
- Laserfiche Workflow and Forms Training
 - ❖ Workflow Designer

- ❖ Forms Designer
- Laserfiche Quick Fields Training
 - ❖ Creation and design of Quick Fields sessions

Installation, Repository Design and Configuration – 3 Days

- Retention Policies
- Folder Structure
- Naming Convention (Taxonomy)
- Template and Field Design
- User License Allocation and Security
- Storage Volumes
- Public Portal Design

Conversion – Questys

- Data
- No retention
- No annotations

Project Contingency

Additional project time to account for unforeseen tasks or time necessary to complete in scope requirements. No specific forms or workflows have been included in this Scope of Work and would need to be purchased separately.

LASERFICHE AVANTE ON-PREMISE PROPOSAL

City of National City



BY COMPLETE PAPERLES SOLUTIONS - ANAHEIM, CALIFORNIA

5031 E. La Palma Avenue, Suite 206
Anaheim, CA 92807
tel: 866-661-2425 fax: 714-716-8215
www.cps247.com

Letter of Transmittal

March 29th 2023

City of National City
1243 National City Blvd
National City, CA 91950

Dear Shelley,

We are pleased to submit the attached proposal for the Laserfiche Avante On-Premise Solution with 15 Named Users with Starter Public Portal. Complete Paperless Solutions, LLC (CPS), located in Anaheim, is a **Platinum Certified Solution Provider** (SP) of the award-winning Laserfiche™ Enterprise Content Management solution as well as a respected systems integrator and consultancy.

CPS helps Local Agencies like the City of National City to meet the challenge of providing a greater transparency by making information publicly accessible and streamlining public records request with DoD 5015.2 -certified records management and Trusted Systems while simultaneously working in a high-demand, electronic records-intensive environment.

Our support and professional services team has over eighty years combined experience with the proposed services and solution and is currently maintaining over one hundred and thirty similar systems in the United States.

We would be pleased to discuss any aspect of this proposal and to provide additional information related to our proposed solution or ability to deliver.

We look forward to your positive review of this proposal and to answering any questions that may arise.

Sincerely,

Jamie Dunn
Vice President of Sales

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1. Company Profile

Complete Paperless Solutions (CPS) is headquartered in Anaheim with offices in Paso Robles and Vista. CPS has been in business since **1996** and is an **employee owned company** and employs ten (10) staff members. CPS is currently assisting and supporting over one hundred and fifty clients on a nationally with the majority in California and the minority in Florida, Louisiana, Massachusetts, New York, Pennsylvania, Texas and Wisconsin. **CPS has the highest ratio of support engineers per customer in California compared to all other Laserfiche resellers.** CPS is also a proud sponsor of **MISAC, CUG, CLEARs, CLETS and CCAC.**

With over 100 years of combined experience in content management know-how, CPS is an award-winning, premier reseller of Enterprise Content Management Products (ECM). In fact, over the years we've become California's "go-to" ECM vendor of choice. CPS's portfolio of skills includes: full in-house support, business and systems analysis and development and customization resources. Our ability to integrate with existing applications and make content management "*work how YOU work*" is unparalleled. Additionally, both private and public-sector clients recognize that CPS is "THE" systems integrator when it comes to meeting both governance and compliance statutes. Whether implementing a paperless-invoicing process or enhancing client/case management, CPS has created and implemented systems for law enforcement, clerks' offices, county and local governments, courts, schools, legal services, property management, billing services, manufacturing and many, many more.

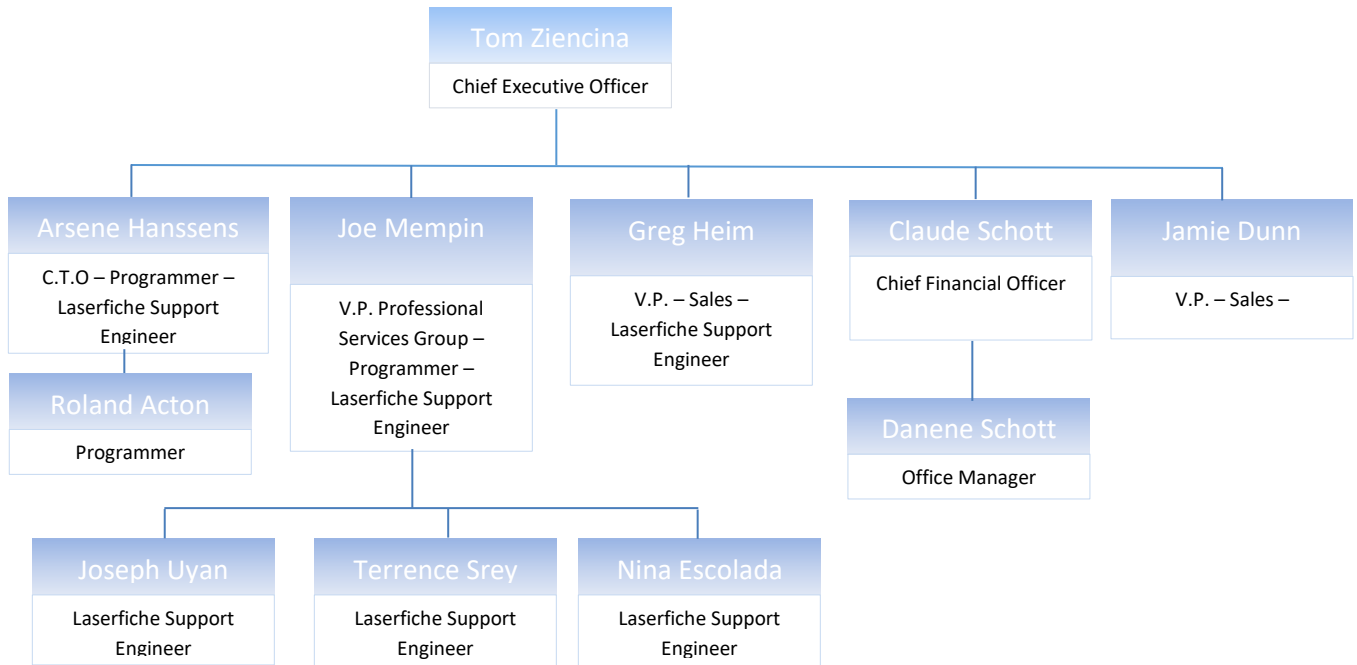
A representative sampling of some of our customers would include the Cities of Bakersfield, Big Bear, Chowchilla, Coachella, Claremont, Ceres, Cerritos, Commerce, Covina, El Centro, El Monte, El Segundo, Encinitas, Fontana, Fountain Valley, Gilroy, Grand Terrace, Huntington Beach, La Habra Heights, Irwindale, La Quinta, Lodi, Menifee, Montclair, Montebello, Murrieta, Pismo Beach, Porterville, Rancho Mirage, Redondo Beach, Rosemead, San Bernardino, San Jacinto, San Rafael, Santa Clarita, Seal Beach, Taft, Torrance, West Covina, Westminster and Yucaipa just to name a few.

The first Laserfiche installation by CPS was in 1997 for the San Luis Obispo Sheriff Department who is still using Laserfiche and has been with CPS for 21 years. Our customer centric business model promotes long term relationships stemming from excellent service, fair pricing and good old-fashioned knowhow.

Our largest implementation is Spindletop of Beaumont Texas and part of the East Texas Behavioral Health Network (ETBHN). Spindletop has a Laserfiche RIO solution that includes 227 named users, 1,546 read only users and a Public Portal for unlimited users.

We would also like to mention that 70% of our customer base was implemented by CPS while the other 30% was inherited from other Laserfiche Certified Resellers who did not meet the customers' expectations

a. Organization Chart



b. Project Team

The Anaheim office staff and software engineers will provide service and support for the City of National City and will assist you in the support, design, implementation, and training of the Laserfiche application. We currently have six (6) software engineers and three (3) application developers.

Communication between the City of National City and CPS will be the essence of a successful implementation. Therefore, **Jamie Dunn** will be the executive coordinator and main contact. Prior to joining CPS, Jamie was an Account Manager of a different Laserfiche Value Added Reseller (VAR).

CPS' Professional Services team lead by **Joseph Mempin** will assist the City of National City in the implementation of the Laserfiche Avante or Cloud. Resumes to follow...



SUMMARY

Manages a professional services team which executes the technical responsibilities of the company. Responsibilities include project management, project deployment, obtaining requirements for new software development, training, and technical support. Also responsible for customer consultation for product growth and custom application development. Current focus for company is to manage projects for software deployment and implementation.

SKILLS

Programming Languages

- Microsoft .NET Development Platform
- JavaScript
- Visual Basic
- VBScript

APIs and SDKs

- Visionshape SDK
- Laserfiche SDK

Environments and Systems

- SQL Server
- Microsoft Windows
- Unix

Applications

- Microsoft Office Suite
 - Microsoft Project
 - Mind Map
 - Microsoft Visio
 - Asana
-

EXPERIENCE

Complete Paperless Solutions (formerly Datanet Solutions) / Project Manager

04/2005 – Present

- Responsible for successfully managing the deployment of over 30 Laserfiche installations for Municipalities (10), Law Enforcement Agencies (3), Non-Profits (5), Utility Agencies (7), Education (2), Unions (2), and Private Companies (7). Five of the deployments follow California Trusted Systems
 - Responsible for successfully executing 10 conversions for SIRE (3), SharePoint (1), Questys (2), On Base (1) and Windows File Systems (3).
 - Responsible for successfully deploying Records Management Edition for Laserfiche for Municipalities and Utilities Agencies.
 - Participated in the design and deployment of numerous integrations for Laserfiche with SharePoint, Accela, OpenGov, Payroll Systems, Siebel, Anoto, Check21 systems, Content Management Systems, and customers' In-House applications.
 - Responsible for technical support for all escalated Complete Paperless Solutions products.
 - Authored Knowledgebase articles, procedural instructions for customers, technical tips for CPS newsletters, and creation of internal procedures for technical support and product deployment.
 - Participates in consultation with existing customers about their current processes and how to improve them.
-

EDUCATION

- Bachelor of Science in Computer Information Systems from DeVry University (Summa Cum Laude).
- Laserfiche Platinum, Administration, Business Process Design, and Records Management certified.

Joe will coordinate with Arsene Hanssens the conversion of SharePoint and files on the server.



Arsene Hanssens

ahanssens@cps247.com | 714-292-4759

SUMMARY

Currently manages a development team which creates applications for system conversions and systems integration. Also developed and manages customer custom applications for image management, timecard management software, data transformation software, and property management software.

SKILLS

Programming Languages

- Microsoft .NET Development Platform
- C
- C++
- VBScript
- JavaScript

APIs and SDKs

- Pdflib SDKs
- Anoto Digital Pen SDK
- Vision Objects ICR SDK
- Fulcrum OCR SDKs
- ABBY FineReader SDKs
- Laserfiche SDK

Environments

- Microsoft Windows
- MS-DOS
- Unix
- Linux

Applications

- Microsoft Word, Excel, and Access
 - Adobe Acrobat
-

EXPERIENCE

Complete Paperless Solutions / Software Engineer

05/2010 - Present

Managed all development projects. Multiple conversions from older document management system such as SIRE, Liberty, Questys, SharePoint, and File Systems were converted to the Laserfiche electronic document management system. Most custom projects utilized the Laserfiche SDK to solve the customer's particular document management issues.

Datanet Solutions / Software Engineer

02/2006 – 05/2010

Directed ongoing document management software solutions with Laserfiche as the main EDMS system. Led the creation of development infrastructure that emphasized add-ons and new features to existing products without compromising backward compatibility. Supervising full execution of numerous document management repository-based customized projects.

EDUCATION

Master of Science in Solid State Physics from University of Gent (Belgium)



SUMMARY

23 years of experience writing applications and toolkits in the document imaging industry in C++ and C#. 14 years of experience writing client/server applications in C#.

SKILLS

Programming Languages

- Microsoft .NET C#
- ASP.NET, ASP.NET MVC, ASP.NET Core
- C++
- JavaScript
- Java

Environments

- Microsoft Windows
- Unix
- Linux
- SQL Server
- Android
- Firebird
- Silverlight

SDKs

- Pdfflib SDKs
 - Anoto Digital Pen SDK
 - Vision Objects ICR SDK
 - Laserfiche SDK
-

EXPERIENCE

Complete Paperless Solutions / Software Engineer

04/2010 - Present

Responsible for developing and maintaining computer programs related to document imaging and document management systems, primarily client/server products. Wrote and maintained a large portion of the code in many enterprise-level systems. Most of those systems were either a front end to Laserfiche or Laserfiche was the back end of the developed system.

Datanet Solutions / Software Engineer

08/2006 – 03/2010

Responsible for developing and maintaining computer programs related to document imaging and financial applications, primarily client/server products. Wrote and maintained a large portion of the code in Checkmation (a remote check21 processing and deposit system) and Accent (a timesheet management system).

EDUCATION

- Bachelors degree in Computer Science from California State Fullerton

To follow Terrence Srey and Joseph Uyan will assist Joe and Arsene with the implementation and set up of the system and training.



Terrence Srey

tsrey@cps247.com | 714-336-6803

SUMMARY

Over 15 years of experience integrating enterprise content management systems and developing business processes for multiple industries with varying compliance and regulatory demands while also maintaining strong client relations. Began career as a scanner operator while maintaining scanner hardware and capture software environments. Developed keen knowledge of all aspects of the Laserfiche Suite of products. Cultivated 12+ years of experience working with both public and private sector clientele to develop streamlined business systems and best practices.

SKILLS

- Laserfiche System Architecture
- Laserfiche Workflow/Process Automation
- Laserfiche Forms/Business Process Module
- Laserfiche Capture Modules
- Fujitsu Scanner Product Line
- Canon Scanner Product Line

EXPERIENCE

Complete Paperless Solutions / Professional Service Group 02/2004 - Present

- Scanning bureau manager that coordinated multiple active scan jobs to ensure punctual delivery. Lead a team of scanning operators. Maintained both hardware and scanning software environments.
- Tested and bug-tracked scanning software that was internally developed.
- Provided onsite and over the phone technical support for Laserfiche products.
- Authored and maintained support case documentation for future reference
- Analyze client’s business processes to develop streamlined digital approaches to current manual processes while also addressing known and predetermined pitfalls in the process.
- Construct Laserfiche Workflow business processes and create documentation for system administration and end users.
- Provide live, interactive training for administrative and end users while also serving as the primary representative for product support.

EDUCATION

Devry University / Associate of Science in Electronics and Computer Technology 08/2001 – 02/2003
Laserfiche / Forms Design and Usage Certification Current



Joseph Uyan

juyan@cps247.com | 714-336-7258

SUMMARY

Member of the CPS Professional Services team with over 18 years of experience in the implementation, configuration, support and troubleshooting of the Laserfiche software.

SKILLS

- Strong analytical and problem-solving skills
- Strong written and verbal communication skills
- General IT knowledge of Windows server/client operating systems
- Knowledge of Web and SQL servers (IIS, MSSQL)
- Familiarity with AWS
- Understanding of records management concepts and best practices

EXPERIENCE

Complete Paperless Solutions / Professional Services Group 08/2005 - Present

- Primary responsibility in the immediate response and resolution of client needs
- Sharing in the duties of technical support and professional services
- Project management in the analysis, planning and implementation of turnkey solutions
- Performing remote and onsite installations, system inspections and end-user training
- Providing consultation in the configuration, system design, best practices, and usage of the Laserfiche software
- Providing post-implementation support, troubleshooting and maintenance
- Assisting in areas of pre-sales and sales demonstrations
- Performing software testing and bug verification for the CPS software
- Working with developers to troubleshoot, recreate and resolve complex issues
- Participated in the development of end-user education and documentation

EDUCATION

California State University Long Beach 05/1996

- School of Business Administration, B.S. in Financial Management

2. Support and Maintenance

Laserfiche Software Assurance Plan (LSAP)

The proposed solution includes the Laserfiche Software Assurance Plan (LSAP) for one year with options for annual renewal. Customers with current LSAP are provided unlimited telephone technical support and software updates. Technical support (under the LSAP agreement) includes unlimited email, telephone and remote access to address problems related to system configuration or performance. While guaranteed response times are dictated by the terms of the support agreement, most support calls are taken live and resolved within a single call.

All support calls are logged in a case management system and assigned priority and severity levels that will be escalated (if necessary) to the development team and what lengths are necessary to address them such as providing hotfixes or point releases of the software. All customers with current LSAP are granted access to the Laserfiche Support Site where an abundance of knowledgebase documents can be used to support your internal IT team and Laserfiche users.

Note: Ninety-five (95) percent of support issues taken by our team have “*First Call*” resolution and are usually resolved within one hour.

a. Support Contact Information

- Support services are provided directly by CPS
- Our toll-free support number: 866-661-2425
- Non-emergency support calls can be directed to (support@cps247.com) or via our website (<http://www.cps247.com/Support/SubmitTicket.aspx>)

b. Basic Support Level

- Monday to Friday during normal business hours from 8:00AM to 5:00PM PST
- Next business day guaranteed response time

c. Priority Support Level

- Monday to Friday during normal business hours from 7:00AM to 6:00PM PST.
- 2 hours guaranteed response time
- Free remote upgrades
- Dedicated engineer

d. CPS VIP Support Level

To create the least amount of burden on the IT staff, and to optimize the benefits of your Laserfiche software we recommend our VIP support package. Our VIP program offers the followings:

- Monday to Friday during normal business hours from 7:00AM to 6:00PM PST.
- 2 hours guaranteed response time
- Free onsite upgrades
- A dedicated support engineer will serve as the primary contact for Laserfiche support through a direct telephone line.
- Unlimited onsite training
- Next day onsite support guaranteed if remote issue non-resolved
- Unlimited onsite support
- Preventive Maintenance: 2 on-site visits per year to ensure optimum system functionality
- Preferred pricing on specific integration and development projects
- Free enrollment to the Laserfiche Conference (unlimited access)
- No travel cost

3. Questys to Laserfiche Conversion

a. Document Conversion

The content which will be converted into Laserfiche documents reside in a Questys Document Management System. The Questys contents will utilize the combination of Questys data and Questys file system storage content to import into Laserfiche.

b. Audit Report

After the document conversion, CPS will be responsible for submitting a report to the Stakeholders which summarizes the records/documents which did not make it into Laserfiche or are in Laserfiche but require attention along with a document count of those which were successfully imported. The Audit Report will also have instructions as to next steps taken with the errored documents.

4. Pricing Proposal

All pricing is based off NCPA Contract #11-25 which is a competitively bid government contract NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

a. Laserfiche Avante

Description	Quantity	Public Price
Laserfiche Avante Full SQL Server, incl. Workflow	1	\$5,000.00
Laserfiche Named users, incl. thin client, Email, Snapshot and Form Essentials	15	\$9,000.00
Laserfiche Starter Public Portal (10 Concurrent Retrieval Views)	1	\$15,000.00
Laserfiche Connector	15	\$375.00
Sub-Total	\$29,375.00	
Total Software		\$29,375.00

b. Laserfiche Avante Optional Products with Basic Support

Description	Quantity	Public Price
Laserfiche Forms Professional	15	\$750.00
Laserfiche Forms Professional Basic LSAP	15	\$150.00
Laserfiche Forms Portal	1	\$7,995.00
Laserfiche Forms Portal Basic LSAP	1	\$1,600.00
Laserfiche Quick Fields Zone OCR and Validation	1	\$2,795.00
Laserfiche Quick Fields Zone OCR and Validation Basic LSAP	1	\$560.00
Laserfiche Quick Fields Real Time Look Up and Validation	1	\$595.00
Laserfiche Quick Fields Real Time Look Up and Validation Basic LSAP	1	\$120.00
Laserfiche Quick Fields Barcode and Validation	1	\$1,695.00
Laserfiche Quick Fields Barcode and Validation Basic LSAP	1	\$340.00
Laserfiche Standard Public Portal (25 Concurrent Retrieval Views)	1	\$25,000.00
Laserfiche Standard Public Portal (25 Concurrent Retrieval Views) Basic LSAP	1	\$5,000.00

c. Professional Services

Description	Quantity	Public Price
Project Management	2	\$3,600.00
Installation and setup	1	\$1,600.00
Taxonomy and Design	1	\$1,600.00
Training: Admin Level I	1	\$1,600.00
End User Training (multiple classes)	1	\$1,600.00
Questys Data Conversion	1	\$25,000.00
Total Professional Services		\$35,000.00

No Workflow or Form Design included.

d. Laserfiche support services

Description	Quantity	Public Price
Laserfiche Avante Server	1	\$1,000.00
Laserfiche Named users	15	\$1,800.00
Laserfiche Portal	1	\$3,000.00
Laserfiche Connector	15	\$75.00
Total Support		\$5,875.00

e. Optional Pricing for Support

Basic	Priority	VIP
Included	\$8,812.50	\$11,750.00

f. Turnkey Solution

Description	Quantity	Public Price
Software	1	\$29,375.00
Professional Services	1	\$35,000.00
Laserfiche Support – 1 st year	1	\$5,875.00
Total Turnkey Solution Basic Support		\$70,250.00
Total Turnkey Solution Priority Support		\$79,062.50
Total Turnkey Solution VIP Support		\$82,000.00

5. Payment Terms

	Description	%
Order		50
Project completion		50

6. Acceptance

Client: City of National City

Provider: Complete Paperless Solutions

Print Name:

Date:

Signature:

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AN AGREEMENT WITH COMPLETE PAPERLESS SOLUTIONS TO PURCHASE AN ENTERPRISE CONTENT MANAGEMENT SYSTEM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Questys product quality has declined over the years with only minor upgrades and has fallen behind compared to other technology and Enterprise Content Management (ECM) Systems available; and

WHEREAS, Laserfiche is recognized as a pioneer in the ECM Technology since 1987 and continues to transform organizations in more than 80 countries; and

WHEREAS, Laserfiche integrates with many of the business processes used in the City and will assist staff in automating and sharing more records. In turn, this will provide access to more records online through a public portal on the City website. Providing more City records online allows the public to conduct their own research on their time and reduces Public Records Requests by being more accessible and transparent; and

WHEREAS, utilizing an ECM/EDMS system that is as robust as Laserfiche will actually reduce costs and use of resources. The savings on the annual Questys contract would be \$16,112.02, and there would be additional savings as a result of a reduction in the amount of record storage boxes, copy paper, and toner purchased, and a lesser need for off-site storage; and

WHEREAS, Complete Paperless Solutions (CPS) will provide the City with a turnkey solution, including all software and related services for design, data migration, development, deployment, training, and support of the system; and

WHEREAS, the proposed system upgrade will have a one-time cost of \$82,000, and an annual license and support cost of \$5,875; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a professional services agreement with CPS, as a replacement for Questys, to provide for the term from August 1, 2023 to August 1, 2026 with the option to extend the terms of the agreement in one-year increments for an additional three (3) years.

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 City Manager to execute a professional services agreement with CPS that will provide the City with a turnkey solution, including all software and related services for design, data migration, development, deployment, training, and support of the system.

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 1st day of August, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works Department
Prepared by: Luca Zappiello, Assistant Engineer Civil
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Authorizing the Mayor to Execute Three Program Supplement Agreements for the 24th Street Trolley Pedestrian Bridge Feasibility Study, 24th Street First and Last Mile Connections to Trolley Station Projects, and Bayshore Bikeway Segment 5.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Three Program Supplement Agreements (PSAs) with the State of California Department of Transportation (Caltrans) for the Following Projects: 1) \$294,700 for the 24th Street Trolley Pedestrian Bridge Feasibility Study; 2) \$429,781 for the 24th Street First and Last Mile Connections to Trolley Station; and 3) \$300,000 for the Bayshore Bikeway Segment 5 Project."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In November 2021, the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), was passed into law. With the passage of IIJA, the Community Project Funding / Congressionally Directed Spending (CPFCDs) program was created to support specific community projects as part of the annual appropriations process, which was signed into law as the Consolidated Appropriations Act of 2022.

All CPFCDs projects are solicited and selected by the members of the U.S. Congress and U.S. Senate. The CPFCDs program is funded from the 2022 Federal Fiscal Year (FFY) through the 2026 FFY. As a reminder, the FFY begins October 1st and ends on September 30th of the following year. The CPFCDs program is funded through the Highway Infrastructure Program (HIP).

In 2021, the City requested funding consideration for several Community Projects identified in the letter that are part of the Health and Opportunity through Partnerships for Equity (HOPE) Improvement projects. The proposed projects include bicycle and pedestrian safety enhancements, alternative mobility options, first/last mile improvements to transit hubs, and enhanced connections to Naval Base San Diego. The projects will promote clean mobility alternatives as a viable travel choice, reducing greenhouse gas emissions and promoting a healthier, more active lifestyle.

On March 9, 2022, Congress member Vargas voted to secure \$11.7 million for nine local community projects in the appropriations government-funding package for California's 51st

Congressional District. Three of the nine local community projects selected by Congressman Vargas to receive funding are located in National City as follows:

1. 24th Street Trolley Pedestrian Bridge Feasibility Study. The \$294,700 requested will fund a feasibility study that will evaluate the potential for constructing a pedestrian bridge over Interstate 5, in the vicinity of the 24th Street Transit Center. This project requires a funding match of \$33,803 the source of which is from General Fund.
2. 24th Street First and Last Mile Connections to Trolley Station. The \$3,332,781 requested in funding will design and construct more than two miles of separated bike lanes (Class IV), 2 curb extensions, traffic signal modifications with bike signals, continental crosswalks, and curb ramps along 22nd Street between Wilson Ave. and D Ave., and along Hoover Ave. between W. 22nd St and W. 33rd St. This project requires a funding match of \$381,123.90 the source of which is from Active Transportation Program (ATP) Cycle 6 funds. The \$429,781 identified in the PSA is for the design phase of the project.
3. Bayshore Bikeway – Segment 5 project. The \$300,000 in funding will be allocated towards the final design phase of this segment. The project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City. Segment 5 will complete the last leg of the Bayshore Bikeway within National City and enhance bicycling connections to transit and other key destinations such as National City’s Harbor District, Naval Base San Diego, Kimball Elementary School, and several parks. Additionally, the project will provide a connection to the Sweetwater River Trail, another regional bikeway. This project requires a funding match of \$34,410 the source of which is from the ATP Cycle 4 funds.

On March 7, 2023 City Council accepted the funds and directed staff to create a corresponding revenue and expenditure budget for the three projects.

On June 8, 2023 Caltrans provided the PSAs to City staff in order for these to be authorized and returned to Caltrans with the certified resolution. Although these are Federal funds, Caltrans is the designated State agency that administers the disbursement and oversight given that these projects are all transportation focused. The PSA confirms the project work phase funds authorized, their subsequent disbursement, and special covenants the City accepts. Therefore, staff recommends that the Mayor execute the three PSAs with Caltrans for the following projects:

1. \$ 294,700 for the 24th Street Trolley Pedestrian Bridge Feasibility Study
2. \$ 429,781 for the 24th Street First and Last Mile Connections to Trolley Station
3. \$ 300,000 for the Bayshore Bikeway Segment 5 project.

FINANCIAL STATEMENT:

No new financial impact from this requested action. The funds have been accepted and corresponding revenue and expense accounts were established per prior Council resolution, as adopted on March 7, 2023.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Federal Allocation Table (excerpt)

Exhibit B - PSAs

Exhibit C - Resolution

**Consolidated Appropriations Act, 2022
(Public Law 117-103) Division L, Title I, Highway Infrastructure Programs**

State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-103	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-103	Amount available under P.L. 117-103		Allocation of Y928 Funds This Memorandum		Obligation Authority This Memorandum (DELPHI Code 1550574B50.2022.050Y928500)	
				Project	State Total	Project	State Total	Project	State Total
CA	CA891	Golden Avenue Bridge Replacement Project	2,200,000	2,200,000		2,200,000		2,200,000	
CA	CA892	City of Carlsbad's Carlsbad Barrio Street Lighting and Traffic Circles Project	5,000,000	5,000,000		5,000,000		5,000,000	
CA	CA893	Doheny Village Connectivity Improvements	1,870,000	1,870,000		1,870,000		1,870,000	
CA	CA894	Sacramento Vision Zero School Safety Project	2,200,000	2,200,000		2,200,000		2,200,000	
CA	CA895	Southport Levee Recreation Trail	1,800,000	1,800,000		1,800,000		1,800,000	
CA	CA896	La Verne Gold Line Station Pedestrian Bridge	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA897	City of Bishop Streets and Sidewalk Improvements	1,000,000	1,000,000		1,000,000		1,000,000	
CA	CA898	City of Highland Victoria Avenue Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA899	City of Needles First Year Paving Replacement Phase 3	757,803	757,803		757,803		757,803	
CA	CA900	City of Hesperia Maple Avenue Street Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA901	City of Watsonville, Lee Road Trail Project Phase 1	1,000,000	1,000,000		1,000,000		1,000,000	
CA	CA902	Crow Canyon Road Iron Horse Trail Bicycle-Pedestrian Overcrossing	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA903	Safe Routes to Schools Mini-grant Program, Alameda	1,700,000	1,700,000		1,700,000		1,700,000	
CA	CA904	Kelseyville Sidewalk Project	450,000	450,000		450,000		450,000	
CA	CA905	Avenue 95/96 Farm to Market Corridor Repairs, Terra Bella to Pixley, Tulare County, CA	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA906	Mt. Whitney Avenue Complete Streets	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA907	Bayshore Bikeway, Barrio Logan Segment	2,150,000	2,150,000		2,150,000		2,150,000	
CA	CA908	Bayshore Bikeway Segment 5	300,000	300,000		300,000		300,000	
CA	CA909	24th Street First and Last Mile Connections to Trolley Station, National City	3,332,781	3,332,781		3,332,781		3,332,781	
CA	CA910	24th Street Trolley Pedestrian Bridge Feasibility Study, National City	294,700	294,700		294,700		294,700	
CA	CA911	De La Cruz Blvd, Lick Mill Blvd, and Scott Blvd Bicycle Projects	2,725,000	2,725,000		2,725,000		2,725,000	
CA	CA912	South Milpitas Boulevard Extension Bridge	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA913	Pedestrian and Safe Routes to School Improvements in SNAIL and Braly Corners Neighborhoods	880,000	880,000		880,000		880,000	
CA	CA914	Highways to Boulevards Regional Study	480,000	480,000		480,000		480,000	
CA	CA915	7th Street Connection Project	2,000,000	2,000,000		2,000,000		2,000,000	
California					91,829,182		91,829,182		91,829,182
CO	CO130	SH 93 Widening and Relocation Design, City of Golden	2,320,000	2,320,000		2,320,000		2,320,000	
CO	CO131	Commerce City Quiet Zones	615,000	615,000		615,000		615,000	
CO	CO132	Glenwood Springs South Bridge Project	1,000,000	1,000,000		1,000,000		1,000,000	
Colorado					3,935,000		3,935,000		3,935,000
CT	CT189	East Industrial Road Reconstruction (Branford)	2,250,000	2,250,000		2,250,000		2,250,000	
CT	CT190	Town of Southbury Pedestrian Safety Improvements	444,946	444,946		444,946		444,946	
CT	CT191	West Avon Road, Country Club Road, Scoville Road Sidewalk Replacement in the Town of Avon	424,000	424,000		424,000		424,000	
CT	CT192	Norwalk Safe Sidewalks, Crossings, and Trails Project	1,400,000	1,400,000		1,400,000		1,400,000	
CT	CT193	City of Stamford Safe Routes to Schools and Access to Public Transit Facilities	2,000,000	2,000,000		2,000,000		2,000,000	
CT	CT194	Reconstruction of Route 34, Project 36-184	5,000,000	5,000,000		5,000,000		5,000,000	
Connecticut					11,518,946		11,518,946		11,518,946
DE	DE039	Munchy Branch Road Multi-Use Trail	1,120,000	1,120,000		1,120,000		1,120,000	
Delaware					1,120,000		1,120,000		1,120,000

PROGRAM SUPPLEMENT NO. F026
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv. Project ID
 1123000139

Date: June 08, 2023
Location: 11-SD-0-NATC
Project Number: CPFCDL-5066(053)
E.A. Number:
Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Along 22nd St between Wilson Ave and D Ave, and along Hoover Ave between W 22nd St and W 33rd St

TYPE OF WORK: Construct 2 miles of Class IV bike lanes, 2 curb extensions, traffic signal modifications. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
			LOCAL		OTHER
\$429,781.00	Y928	\$429,781.00	\$0.00		\$0.00

CITY OF NATIONAL CITY

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer Jennie Yee **Date** 6/8/2023 **\$429,781.00**

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

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

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PROGRAM SUPPLEMENT NO. F027
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv. Project ID
 1123000140

Date: June 08, 2023
Location: 11-SD-0-NATC
Project Number: CPFCDL-5066(054)
E.A. Number:
Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: In National City crossing over Interstate 5 west to east. It connects west of I-5 at 23rd St and McKinley Ave, and east of I-5 at the 24th St Transit Center.

TYPE OF WORK: Complete feasibility study to determine if a pedestrian bridge over I-5 is feasible to construct. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
			LOCAL		OTHER
\$294,700.00	Y928	\$294,700.00	\$0.00		\$0.00

CITY OF NATIONAL CITY

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer Jennie Yee Date 6/8/2023 \$294,700.00

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

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

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PROGRAM SUPPLEMENT NO. F028
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv. Project ID
 1123000174

Date: June 09, 2023
Location: 11-SD-0-NATC
Project Number: CPFCDL-5066(056)
E.A. Number:
Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Adjacent to Marina Way from 32nd St to Bay Marina Dr, Bay Marina Dr from Marina Way to McKinley Ave, and McKinley Ave from Bay Marina Dr to Civic Center Dr

TYPE OF WORK: Provide 1.5miles of protected bicycle and ped facilities, retaining walls, curb ramps, & other improv **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
			LOCAL		OTHER
\$300,000.00	Y928	\$300,000.00	\$0.00		\$0.00

CITY OF NATIONAL CITY

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer Jennie Yee **Date** 6/9/2023 **\$300,000.00**

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

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

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THREE PROGRAM SUPPLEMENT AGREEMENTS (PSAs) WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE FOLLOWING PROJECTS: 1) \$294,700 FOR THE 24TH STREET TROLLEY PEDESTRIAN BRIDGE FEASIBILITY STUDY; 2) \$429,781 FOR THE 24TH STREET FIRST AND LAST MILE CONNECTIONS TO TROLLEY STATION; AND 3) \$300,000 FOR THE BAYSHORE BIKEWAY SEGMENT 5 PROJECT.

WHEREAS, in November 2021, the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), was passed into law; and

WHEREAS, with the passage of IIJA, the Community Project Funding / Congressionally Directed Spending (CPFCDs) program was created to support specific community projects as part of the annual appropriations process, which was signed into law as the Consolidated Appropriations Act of 2022; and

WHEREAS, all CPFCDs projects are solicited and selected by the members of the U.S. Congress and U.S. Senate; and

WHEREAS, in 2021, the City requested funding consideration for several Community Projects identified in the letter that are part of the Health and Opportunity through Partnerships for Equity (HOPE) Improvement projects; and

WHEREAS, the proposed projects include bicycle and pedestrian safety enhancements, alternative mobility options, first/last mile improvements to transit hubs, and enhanced connections to Naval Base San Diego; and

WHEREAS, the projects will promote clean mobility alternatives as a viable travel choice, reducing greenhouse gas emissions and promoting a healthier, more active lifestyle; and

WHEREAS, on March 9, 2022, Congressman Vargas voted to secure \$11.7 million for nine local community projects in the appropriations government funding package for California's 51st Congressional District; and

WHEREAS, three of the nine local community projects selected by Congressman Vargas to receive funding are located in National City and are 1) Bayshore Bikeway – Segment 5 project; 2) 24th Street Trolley Pedestrian Bridge Feasibility Study; and 3) 24th Street First and Last Mile Connections to Trolley Station; and

WHEREAS, on March 7, 2023 City Council accepted the funds and directed staff to create a corresponding revenue and expenditure budget for the three projects; and

WHEREAS, on June 8, 2023, the California Department of Transportation (Caltrans) provided the Program Supplement Agreements (PSAs) to City staff in order for these to be authorized and returned to Caltrans with the certified resolution; and

WHEREAS, although these are Federal funds, Caltrans is the designated State agency that administers the disbursement and oversight given that these projects are all transportation focused; and

WHEREAS, the PSA confirms the project work phase funds authorized, their subsequent disbursement, and special covenants the City accepts; and

WHEREAS, City staff recommends City Council to adopt this Resolution authorizing the Mayor to execute the three PSAs with Caltrans for the following projects 1) 24th Street Trolley Pedestrian Bridge Feasibility Study; 2) 24th Street First and Last Mile Connections to Trolley Station for design and construction, and 3) the Bayshore Bikeway – Segment 5 project.

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 three Program Supplement Agreements (PSAs) with the State of California Department of Transportation (Caltrans) for the following projects: 1) \$294,700 for the 24th Street Trolley Pedestrian Bridge Feasibility Study; 2) \$429,781 for the 24th Street First and Last Mile Connections to Trolley Station; and 3) \$300,000 for the Bayshore Bikeway – Segment 5 project.

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 1st day of August, 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: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Awarding a contract to Wright Construction Engineering Corp for Paradise Creek Water Quality and Community Enhancement Project Phase II, CIP No. 19-11

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Wright Construction Engineering Corp in the Not-to-Exceed Amount of \$2,610,245.00 for the Base Bid and Additive Bid for Paradise Creek Water Quality and Community Enhancement Project Phase II; 2) Authorizing a 15% Contingency in the Amount of \$391,537.00 for Any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Owner-Contractor Agreement."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Paradise Creek Water Quality and Community Enhancement project Ph. II, CIP 19-11 is the second implementation phase that will provide immediate benefit to the creek and the community. The first phase of the project included construction of a biofiltration detention basin for treatment of the storm water flows collected from Paradise Creek. Also included in Phase I was the installation of slope stability and erosion control measures surrounding the biofiltration basin and construction of an access road for Public Works staff to provide maintenance of the creek. On June 5, 2020, Phase I construction was completed.

On July 8, 2020, the City of National City was notified by Integrated Regional Water Management (IRWM) staff that it had been awarded a grant, with no local match required, to construct Phase II of the Paradise Creek Water Quality and Community Enhancement project. From July 8, 2020 to May 11, 2021, IRWM and the California Department of Water Resources worked to finalize the agreement. September 30, 2025 was set as the end date for the period of performance to deliver the project.

In order for the City of National City to receive and use grant funding, the City was to adopt the 2019 San Diego IRWM Plan and enter into a grant agreement with the San Diego County Water Authority. On August 3, 2021, Resolution No. 2021-103 was passed and adopted by City Council, authorizing the adoption of the 2019 San Diego IRWM Plan and authorizing the City Manager to execute the Proposition 1 IRWM implementation grant agreement for this project.

Phase II of the project consists of repairing sections of Paradise Creek at Plaza Blvd, including removal of existing concrete lining on south creek bank, earthwork and regrading, and installing articulated concrete blocks and cutoff wall on south creek bank. Drainage improvements include adding bar screen gates at the outlet and inlet of existing reinforced concrete box storm drains,

and rip rap. Other site improvements include retaining wall, concrete driveways, decomposed granite (DG) access road and perimeter wrought iron fencing, replacing ADA curb ramps, and access gates to secure the area.

On May 15, 2023, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors.

On June 15, 2023, three (3) bids were received by the 2:00 p.m. deadline. Wright Construction Engineering Corp was the apparent lowest bidder with a total bid amount of \$2,610,245.00. Upon review of all documents submitted, Wright Construction Engineering Corp's bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Wright Construction Engineering Corp in the amount not-to-exceed \$2,610,245.00 for the Base Bid and Additive Bid and authorizing a 15% contingency in the amount of \$391,537.00 to address any unforeseen conditions that may arise.

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

Construction is estimated to be completed by Spring of 2024. Typically, construction will begin four to six weeks after City Council approves award of contract to allow for coordination efforts, as well as contractor mobilization. Updates will be provided on the City's CIP dashboard at: <https://www.nationalcityca.gov/government/engineering-public-works>.

FINANCIAL STATEMENT:

Contract Award - \$2,610,245.00

Expenditure Account No. 296-409-500-598-6199

15% Contingency - \$391,537.00

Expenditure Account No. 296-409-500-598-6199

Appropriations have already been established for this project. All costs will be offset by the grant and reimbursements will be recorded in Revenue Account No. 296-06199-3463.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

This is a project under CEQA and after Initial Study qualifies for a Negative Declaration. CCR 15371.

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Bid Opening Summary

Exhibit B - Three Lowest Bidders Summary

Exhibit C - Owner-Contractor Agreement

Exhibit D - Resolution



BID OPENING SUMMARY

NAME: Paradise Creek Water Quality and Community Enhancement Project Ph. II
CIP NO: 19-11
DATE: June 15, 2023
TIME: 2:00 P.M.
ESTIMATE: \$2,600,000.00
PROJECT ENGINEER: Ricardo Rodriguez

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Wright Construction Engineering Corp 2625 S Santa Fe Ave San Marcos, CA 92069	\$2,610,245.00	Bond
2	LB Civil Construction, Inc. 324 E. Valley Pkwy Escondido, CA 92025	\$3,246,670.00	Bond
3	Marcon Engineering 876 N Broadway Escondido, CA 92025	\$5,000,000.00	Bond



SUMMARY OF BID ITEMS

NAME: Paradise Creek Water Quality and Community Enhancement Project Ph. II
CIP NO: 19-11
DATE: June 15, 2023
TIME: 2:00 P.M.
ESTIMATE: \$2,600,000.00
PROJECT ENGINEER: Ricardo Rodriguez

Item	Item Description	Unit	Qty	Wright Construction		LB Civil Construction		Marcon Engineering	
				Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
Base Bid									
1	Mobilization/ Demobilization	LS	1	270,000.00	270,000.00	270,000.00	270,000.00	244,090.00	244,090.00
2	Storm Water Pollution Prevention Plan	LS	1	15,000.00	15,000.00	60,000.00	60,000.00	74,924.00	74,924.00
3	Traffic and Pedestrian Control Design and Implementation	LS	1	50,000.00	50,000.00	30,000.00	30,000.00	144,924.00	144,924.00
4	Creek Diversion Plan, Dewatering, Discharge, and Disposal	LS	1	50,000.00	50,000.00	20,000.00	20,000.00	57,984.00	57,984.00
5	Clearing and Grubbing	LS	1	125,000.00	125,000.00	250,000.00	250,000.00	84,924.00	84,924.00
6	Tree Removal	EA	5	5,000.00	25,000.00	1,000.00	5,000.00	9,984.80	49,924.00
7	Grading and Earthwork	CY	3500	35.00	122,500.00	60.00	210,000.00	57.12	199,920.00
8	Export - Haul Offsite	CY	3000	35.00	105,000.00	45.00	135,000.00	58.31	174,930.00
9	Import Structural Backfill	CY	300	120.00	36,000.00	200.00	60,000.00	183.08	54,924.00
10	Unsuitable subgrade	CY	300	100.00	30,000.00	170.00	51,000.00	183.08	54,924.00
11	Sheet, Shoring, and Bracing	LS	1	40,000.00	40,000.00	6,500.00	6,500.00	439,924.00	439,924.00
12	Drainage System 1	LS	1	40,000.00	40,000.00	25,000.00	25,000.00	249,924.00	249,924.00
13	Drainage System 2	LS	1	35,000.00	35,000.00	20,000.00	20,000.00	249,924.00	249,924.00
14	1-ton Riprap Material	CY	1100	120.00	132,000.00	175.00	192,500.00	122.66	134,926.00
15	#2 Backing Riprap Material	CY	540	150.00	81,000.00	170.00	91,800.00	196.16	105,926.40
16	12' Concrete Driveway	CY	2	3,500.00	7,000.00	16,000.00	32,000.00	14,962.00	29,924.00
17	Repair Wall (East End of the Channel at Paradise Valley Rd)	LS	1	20,000.00	20,000.00	17,000.00	17,000.00	74,924.00	74,924.00
18	Sidewalk (SDRSD G-07)	SF	1100	12.50	13,750.00	20.00	22,000.00	38.66	42,526.00
19	Curb and Gutter (SDRSD G-02)	LF	200	100.00	20,000.00	115.00	23,000.00	234.62	46,924.00
20	ADA Curb Ramps (SDRSD G-28 and G-29)	EA	2	7,500.00	15,000.00	8,000.00	16,000.00	13,942.00	27,884.00
21	Culvert Headwalls Type A (Caltrans D84)	EA	4	45,000.00	180,000.00	45,000.00	180,000.00	56,231.00	224,924.00
22	10' x 5' Reinforced Concrete Box (Caltrans D83A)	LF	350	1,950.00	682,500.00	2,100.00	735,000.00	3,799.59	1,329,856.50



23	Modify Inlet to drain and add curb inlet Type C with grate at Station 9+95	LS	1	15,000.00	15,000.00	13,000.00	13,000.00	59,924.00	59,924.00
24	Emergency Overflow Spillway Access Ramp	LS	1	100,000.00	100,000.00	60,000.00	60,000.00	71,824.00	71,824.00
25	High-Performance Turf Reinforcing Mat (TRM)	SF	26900	4.50	121,050.00	10.00	269,000.00	3.47	93,343.00
26	Signing and Striping	LS	1	10,000.00	10,000.00	9,500.00	9,500.00	32,673.00	32,673.00
27	Hydroseed Installation	LS	1	10,000.00	10,000.00	8,000.00	8,000.00	31,424.00	31,424.00
28	Hydroseed Establishment	MONTH	6	1,000.00	6,000.00	2,200.00	13,200.00	6,004.00	36,024.00
29	Biofiltration Basin Liner	LS	1	50,000.00	50,000.00	130,000.00	130,000.00	74,784.11	74,784.11
30	Split Rail Fencing	LF	670	49.50	33,165.00	50.00	33,500.00	162.20	108,674.00
31	Asphalt Pavement-AC Curb	TON	1	5,000.00	5,000.00	1,800.00	1,800.00	41,638.00	41,638.00
32	12' Asphalt Driveway	TON	1	5,000.00	5,000.00	11,000.00	11,000.00	49,924.00	49,924.00
33	1/4-ton Rock	CY	61	180.00	10,980.00	330.00	20,130.00	608.59	37,123.99
34	Sewer Encasement	CY	3	1,500.00	4,500.00	3,000.00	9,000.00	9,808.00	29,424.00
	SUBTOTAL				2,465,445.00		3,029,930.00		4,765,835.00
Additive Bid									
35	Above-Grade and Subsurface Utility Relocation Coordination	LS	1	15,000.00	15,000.00	15,000.00	15,000.00	21,000.00	21,000.00
36	Access Roads	EA	2	15,000.00	30,000.00	14,000.00	28,000.00	30,000.00	60,000.00
37	High-Performance Turf Reinforcing Mat (TRM) - PV Road Branch	SF	9800	4.50	44,100.00	10.00	98,000.00	2.54	24,892.00
38	Asphalt Pavement	TON	24	550.00	13,200.00	485.00	11,640.00	542.50	13,020.00
39	4" Concrete Pads (at Culvert Headwalls)	CY	7	1,500.00	10,500.00	2,300.00	16,100.00	2,179.00	15,253.00
40	Culvert Grate	EA	2	16,000.00	32,000.00	24,000.00	48,000.00	50,000.00	100,000.00
	SUBTOTAL				144,800.00		216,740.00		234,165.00
	BASE BID TOTAL				\$ 2,465,445.00		\$ 3,029,930.00		\$ 4,765,835.00
	ADDITIVE BID TOTAL				\$ 144,800.00		\$ 216,740.00		\$ 234,165.00
	GRAND TOTAL				\$ 2,610,245.00		\$ 3,246,670.00		\$ 5,000,000.00

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO WRIGHT CONSTRUCTION ENGINEERING CORP. IN THE NOT-TO-EXCEED AMOUNT OF \$2,610,245.00 FOR THE PARADISE CREEK WATER QUALITY AND COMMUNITY ENHANCEMENT PROJECT PHASE. II, CIP NO. 19-11; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$391,537.00 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE OWNER-CONTRACTOR AGREEMENT

WHEREAS, the Paradise Creek Water Quality and Community Enhancement Project (the "Project") Phase 1 included construction of a biofiltration detention basin for treatment of the storm water flows collected from Paradise Creek, as well as installation of slope stability and erosion control measures surrounding the biofiltration basin and construction of an access road for Public Works staff to provide maintenance of the creek; and

WHEREAS, Phase I of the Project construction was completed on June 5, 2020; and

WHEREAS, the Project's Phase II is the second implementation phase that will provide further benefits to the creek and the community; and

WHEREAS, on July 8, 2020, the City of National City was notified by Integrated Regional Water Management (IRWM) staff that the Project Phase II had been awarded a grant with no local match required; and

WHEREAS, on August 3, 2021, the City Council adopted Resolution No. 2021-103 authorizing the adoption of the 2019 San Diego IRWM Plan and authorizing the City Manager to execute the Proposition 1 IRWM implementation grant agreement for this Project; and

WHEREAS, Paradise Creek along Plaza Blvd is in need of repairs and water quality enhancements including improvements to existing drainage, retaining walls and access roads; and

WHEREAS, on May 19, 2023, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on May 24, 2023 and May 26, 2023, the bid solicitation was advertised in local newspapers; and

WHEREAS, on June 15, 2023, three (3) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon a review of all documents submitted, Wright Construction Engineering Corp.'s bid was deemed responsive and the lowest responsible bidder qualified to perform the work as described in the project specifications; and

WHEREAS, City staff recommends Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Wright Construction Engineering Corp in the Not-to-Exceed Amount of \$2,610,245.00 for the Base Bid and Additive

Bid for Paradise Creek Water Quality and Community Enhancement Project Phase II; 2) Authorizing a 15% Contingency in the Amount of \$391,537.00 for Any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Owner-Contractor Agreement.”

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

Section 1: That the City Council hereby authorizes the Mayor to execute the Owner-Contractor Agreement with Wright Construction Engineering Corp. for \$2,610,245.00 for the base bid and additive bid for the Paradise Creek Water Quality and Community Enhancement Project Ph. II, CIP No. 19-11.

Section 2: Authorizes a 15% contingency in the amount of \$391,537.00 for any unforeseen changes.

Section 3: Authorizes accepting all bids received on June 15, 2023.

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

PASSED and ADOPTED this 1st day of August, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

OWNER - CONTRACTOR AGREEMENT

PARADISE CREEK WATER QUALITY AND COMMUNITY ENHANCEMENT PROJECT PH. II CIP NO. 19-11

This Owner-Contractor Agreement (“Agreement”) is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Wright Construction Engineering Corp. (“Contractor”)**, 2625 S Santa Fe Ave, San Marcos, California 92069, on the 1st day of August, 2023, for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner.

Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

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



(Initial)

(Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry Schultz
City Attorney

Contractor:

Wright Construction Engineering Corp

(Owner/Officer signature)

Wesley Wright - President

Print name and title

(Second officer signature if a corporation)

Print name and title

09049155

Contractor's City Business License No.

995153 - Class "A"

State Contractor's License No. and Class

2625 S Santa Fe Ave.,

Business street address

San Marcos, CA 92069

City, State and Zip Code

**CERTIFICATE OF CORPORATE RESOLUTION
WRIGHT CONSTRUCTION ENGINEERING CORP.**

I, Wesley Wright, President of Wright Construction Engineering Corp., organized and existing under the laws of California and having its principal place of business at 3725 Trieste Dr. Carlsbad, California, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on July 1, 2014 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President, Wesley Wright, of the Corporation is hereby authorized to sign any contracts or forms on behalf of the Corporation.

RESOLVED FURTHER: That the President, Wesley Wright, is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS

_____ President	_____ Date	7-1-2014
_____ Vice President	_____ Date	7-1-2014
_____ Secretary	_____ Date	7-1-2014
_____ Treasurer	_____ Date	

Witness my hand seal of this corporation on this 1st day of July, 2014.

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies' specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B
CONTRACT PRICE

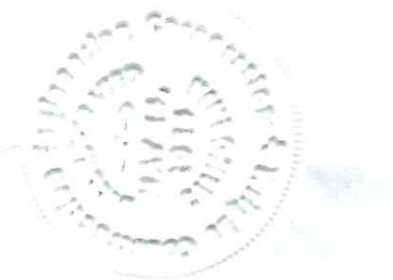
No.	Item Description	Unit	Qty	Unit Price	Line Total
Base Bid					
1	Mobilization/Demobilization	LS	1	270,000.00	270,000.00
2	Storm Water Pollution Prevention Plan	LS	1	15,000.00	15,000.00
3	Traffic and Pedestrian Control Design and Implementation	LS	1	50,000.00	50,000.00
4	Creek Diversion Plan, Dewatering, Discharge, and Disposal	LS	1	50,000.00	50,000.00
5	Clearing and Grubbing	LS	1	125,000.00	125,000.00
6	Tree Removal	EA	5	5,000.00	25,000.00
7	Grading and Earthwork	CY	3500	35.00	122,500.00
8	Export - Haul Offsite	CY	3000	35.00	105,000.00
9	Import Structural Backfill	CY	300	120.00	36,000.00
10	Unsuitable Subgrade	CY	300	100.00	30,000.00
11	Sheet, Shoring, and Bracing	LS	1	40,000.00	40,000.00
12	Drainage System 1	LS	1	40,000.00	40,000.00
13	Drainage System 2	LS	1	35,000.00	35,000.00
14	1-Ton Riprap Material	CY	1100	120.00	132,000.00
15	#2 Backing Riprap Material	CY	540	150.00	81,000.00
16	12' Concrete Driveway	CY	2	3,500.00	7,000.00
17	Repair Wall (East End of the Channel at Paradise Valley Rd.)	LS	1	20,000.00	20,000.00
18	Sidewalk (SDRSD G-07)	SF	1100	12.50	13,750.00
19	Curb and Gutter (SDRSD G-02)	LF	200	100.00	20,000.00
20	ADA Curb Ramps (SDRSD G-28 and G-29)	EA	2	7,500.00	15,000.00
21	Culvert Headwalls Type A (Caltrans D84)	EA	4	45,000.00	180,000.00
22	10' x 5' Reinforced Concrete Box (Caltrans D83A)	LF	350	1,950.00	682,500.00
23	Modify Inlet to Drain and Add Curb Inlet Type C with Grate at Station 9+95	LS	1	15,000.00	15,000.00
24	Emergency Overflow Spillway Access Ramp	LS	1	100,000.00	100,000.00
25	High-Performance Turf Reinforcing Mat (TRM)	SF	26900	4.50	121,050.00
26	Signing and Striping	LS	1	10,000.00	10,000.00
27	Hydroseed Installation	LS	1	10,000.00	10,000.00
28	Hydroseed Establishment	MO	6	1,000.00	6,000.00
29	Biofiltration Basin Liner	LS	1	50,000.00	50,000.00
30	Split Rail Fencing	LF	670	49.50	33,165.00
31	Asphalt Pavement-AC Curb	TN	1	5,000.00	5,000.00
32	12' Asphalt Driveway	TN	1	5,000.00	5,000.00
33	1/4-Ton Rock	CY	61	180.00	10,980.00
34	Sewer Encasement	CY	3	1,500.00	4,500.00
				SUBTOTAL	2,465,445.00
Additive Bid					
35	Above-Grade and Subsurface Utility Relocation Coordination	LS	1	15,000.00	15,000.00
36	Access Roads	EA	2	15,000.00	30,000.00
37	High-Performance Turf Reinforcing Mat (TRM) - PV Road Branch	SF	9800	4.50	44,100.00
38	Asphalt Pavement	TN	24	550.00	13,200.00
39	4" Concrete Pads (at Culvert Headwalls)	CY	7	1,500.00	10,500.00
40	Culvert Grate	EA	2	16,000.00	32,000.00
				SUBTOTAL	144,800.00
BASE BID TOTAL					2,465,445.00
ADDITIVE BID TOTAL					144,800.00
GRAND TOTAL					\$2,610,245.00

CORPORATE CERTIFICATE

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

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

Corporate Seal: _____





AGENDA REPORT

Department: Police Department
Prepared by: Ronald Gutlay, Management Analyst
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Authorizing Accepting Annual Grant Fund to support the Regional Realignment Response Group (R3G) Operations in the Amount of \$67,000.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing Accepting Annual Grant Funds to Support the Regional Realignment Response Group (R3G) Operations in the Amount of \$67,000 and the Establishment of an Appropriation and Corresponding Revenue Budget."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The National City Council passed a Resolution on August 6, 2019, Resolution no. 2019-109, authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and Municipal Law Enforcement Agencies throughout the County for program support of the Regional Realignment Response Group (R3G). The National City Police Department was allocated and received grant funds in the amount of \$65,000 in 2019.

As part of the R3G commitment, the National City Police Department will work with regional law enforcement partners to include the Regional Law Enforcement Coordination Center (LECC), to compile information on every realigned offender from jail or prison. This information will be utilized to assist the National City Police Department and other law enforcement agencies to monitor the most serious, high risk felons in the community.

FINANCIAL STATEMENT:

Revenue: 290-11647-3463 (Other State Grants)	\$67,000.00
Expense: 290-411-647-1* (Personnel)	\$67,000.00

No net financial impact. Revenues off-set expenses.

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

Subject: R3G Agreement Option to Extend

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

Good afternoon,

On April 27, 2018, the County of San Diego through the San Diego County Sheriff's Department executed an Agreement for the Regional Realignment Response (R3) Program with your County Department and/or City through its police department with provisions concerning the nature and extent of R3G collaboration, services rendered, and compensation for the term of 07/01/2017 - 06/30/2022. Paragraph **5.2 Option to Extend**, on the attached MOA, allows the County "**...to renew this Agreement for successive one (1) year increments beyond June 30, 2022...subject to available funding.**"

As a result of receiving FY 2023-24 funding, this is to inform you that the San Diego County Sheriff's Department is renewing the agreement beyond June 30, 2023 to June 30, 2024.

Please acknowledge receipt of this email notification and be advised that you can expect to receive these email renewal notifications from me annually, as long as funding is available.

Thank you for your time,



Jocelyn Carpio

Administrative Analyst

Grants Unit

Email: Jocelyn.Carpio@sdsheriff.org

Phone: 858-974-2401

www.sdsheriff.net

SAN DIEGO COUNTY

SHERIFF'S DEPARTMENT

**AGREEMENT FOR THE
REGIONAL REALIGNMENT RESPONSE (R3) PROGRAM**

1. PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO (collectively the "CITIES"), collectively the "PARTIES", for program support of the Regional Realignment Response ("R3").

1.1 Party Departments or Agencies Participating in the Agreement

1.1.1 For the COUNTY, participating agencies are the Sheriff's Department ("SHERIFF") and the Probation Department ("PROBATION").

1.1.2 For the CITIES, participating agencies are their respective police departments.

The services and obligations of PARTIES and their participating agencies are set forth herein.

2. RECITALS

2.1 WHEREAS, in April 2011, Governor Edmund G. Brown, Jr. signed Assembly Bill (AB) 109 to help California stop the costly, ineffective, and unsafe revolving door of lower-level offenders and parole violators cycling in and out of state prisons. This legislation gives local law enforcement the right and the ability to manage offenders in smarter and cost-effective ways; and

2.2 WHEREAS, in December 2013, COUNTY through SHERIFF implemented the Regional Realignment Response (R3) program in response to the passage of AB 109 and received funds from the State of California Local Revenue Fund 2011, Community Corrections Subaccount and continues to receive funds annually to continue the R3 program; and

2.3 WHEREAS, in March 2014, PARTIES executed the Agreement for the 2013 Regional Realignment Response (R3) for the initial term of December 31, 2013 through December 31, 2014; and

2.4 WHEREAS, in January 2015, PARTIES executed Amendment No.1 where Paragraph 3.1 provides that "(t)he term of this Agreement shall be December 31, 2013 and shall continue in effect through and terminate at midnight on December 31, 2015 subject to the termination provision in sections 3.2..."; and

- 2.5** WHEREAS, in May 2015, PARTIES executed Amendment No. 2 to increase each CITY'S allocation for personnel overtime; and
- 2.6** WHEREAS, in August 2015, PARTIES executed Amendment No. 3 to extend the Agreement from December 31, 2015 to June 30, 2016; and
- 2.7** WHEREAS, in October 2016, PARTIES executed the Agreement for the 2016 Regional Realignment Response (R3) for the initial term of July 1, 2016 through December 31, 2017; and
- 2.8** WHEREAS, in June 2016, the COUNTY and the CITY OF EL CAJON executed Amendment No. 4 to increase the CITY'S allocation for personnel overtime; and
- 2.9** WHEREAS, funds shall be used to support the R3 program and its primary goal of public safety by developing and implementing a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders (which include those sentenced pursuant to California Penal Codes 1170(h)(5)(A) PC and 1170(h)(5)(B) PC and Post Release Community Supervision Offenders) released into San Diego County.
- 2.10** WHEREAS, Government Code §55632 authorizes COUNTY through SHERIFF and PARTIES, to contract with SHERIFF for provision of joint law enforcement services.
- 2.10.1** WHEREAS, COUNTY has requested PARTIES assistance in performing R3 operations and will reimburse PARTIES for overtime-only expenses incurred collectively by PARTIES in R3 program operations not to exceed \$1,000,000 during the term of the Agreement.
- 2.11** WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of R3 collaboration, services rendered, and compensation.
- 2.12** WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 3 dated June 28, 2016, approved and authorized the SHERIFF to enter into expenditure contracts related to the R3 program and to reimburse overtime expenses incurred collectively by PARTIES performing R3 program Operations in fiscal year 2016 and subsequent years.
- 2.13** PARTIES agree to maintain documentation as required in paragraph 7.3 Method of Payment, supporting all expenditures reimbursed from R3 program funds, for a period of five years, with five years beginning the day after the end of the project period, e.g., if the end of the project period is June 30, 2018, five years begins July 1, 2018 and ends June 30, 2023.

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NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY through SHERIFF will reimburse, and PARTIES will provide, a level of R3 services, as set forth in this Agreement.

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the R3's goal of ensuring public safety in the post AB 109 environment by the continued development and implementation of a targeted, proactive, intelligence-based approach to control and counteract the risks associated with a population of offenders placed under the responsibility of the county.

4. SCOPE OF SERVICES

4.1 Method of Service Delivery

SHERIFF will maintain the R3 program funding and will be administratively responsible for coordination of PARTIES' obligations and reimbursement to PARTIES' under this Agreement.

4.2 Overview of Basic Services

PARTIES will provide R3 operations ("Operations") in their designated areas of jurisdiction and/or in coordination with other R3 PARTIES in order to counteract the risks associated with realigned offenders released into San Diego County.

4.2.1 Framework of Operations

The Regional Realignment Response Group (R3G), consisting of designated coordinators from each PARTY, as outlined in paragraph 6.2.3, will oversee R3 Operations and will meet every six (6) months to discuss and plan Operations.

4.2.2 Regional Sub-Group

Regional Sub-Groups (RSGs) are created for the Northern, Central, and Southern areas of the County. The RSGs are responsible for planning and coordinating allied or regional Operations involving two or more PARTIES. The RSGs are composed of the following:

NORTHERN: A police lieutenant from the cities of Escondido, Carlsbad, and Oceanside, a lieutenant from SHERIFF, and a supervising probation officer from PROBATION.

CENTRAL: A police lieutenant from the cities of San Diego, El Cajon, and La Mesa, a lieutenant from SHERIFF, and a supervising probation officer from PROBATION.

SOUTHERN: A police lieutenant from the cities of San Diego, National City, and Chula Vista, a lieutenant from SHERIFF, a commander from the city of Coronado, and a supervising probation officer from PROBATION.

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5. TERM OF AGREEMENT

5.1 Initial Term

This Agreement shall be effective July 1, 2017 and shall continue in effect through and terminate at midnight on June 30, 2022, or until terminated pursuant to sections 5.2, subject to availability of funds, and 5.3 below.

5.2 Option to Extend

COUNTY shall have the option to renew this Agreement for successive one year increments beyond June 30, 2022. Renewal or extension of the Agreement beyond June 30, 2022 shall be subject to available funding.

5.3 Termination

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES. Lack of funding may also result in termination of this agreement pursuant to section 10.13.

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Anticipated Outcome

The anticipated outcome of the R3 Operations, provided by PARTIES under this Agreement, is increased law enforcement presence in each respective PARTY's designated area of jurisdiction in order to counteract the risks associated with realigned offenders released into San Diego County. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES.

6.1.1 PARTIES will provide enhanced enforcement by increasing patrol presence in areas where realigned offenders reside, jurisdictions where they are released, and areas they are known to frequent. This patrol presence will include 4th waiver searches, probation compliance checks, directed patrol, and coordinated multi-agency sweeps. In addition, PARTIES will utilize their unique investigatory areas of expertise in Operations.

6.1.2 Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:

- (a) Utilize Criminal Intelligence Analysts, dedicated to the R3 program, located at the San Diego Law Enforcement Coordination Center (SD-LECC). The SD-LECC will serve as the centralized clearinghouse for information and documentation of realigned offender post-release packets.
- (b) Conduct meetings every six (6) months with a minimum of one (1) representative from each PARTY.
- (c) Increase information sharing during Operations.

- 6.1.3** Prior to R3 Operations, an Operations Plan must be approved by the R3designated coordinators. The Operations Plan shall be submitted by the operations coordinator via email to R3@sdsheriff.org at least seventy-two (72) hours prior to the Operation.
- 6.1.4** At the conclusion of each R3 Operation, participating PARTY shall complete a Daily Activity Report (DAR). The DAR will be submitted to the PARTY'S designated coordinator.
- 6.1.5** The designated coordinator shall email the following to R3@sdsheriff.org:
- (a) A completed OVERALL Operation Statistics form
 - (b) All completed DAR forms received from personnel
 - (c) A completed Operation Roster which includes all personnel assigned to the Operation and sign in and sign out times.

6.2 Personnel Qualifications and Assignment

6.2.1 Qualifications

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualification for their specific classification.

6.2.2 Management, Direction and Supervision

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY'S personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to the R3 program by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel engaged in performing this Agreement.

6.2.3 Designated Coordinators

SHERIFF shall select and designate a coordinator who shall manage and direct the R3 program. Each other PARTY shall select and designate a coordinator under this Agreement. The designated coordinators for each PARTY shall represent their agency on the R3 outlined in Section 4.2, perform the activities outlined in Section 6.1.5 and implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

6.2.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to R3 program Operations at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

6.2.5 Equipment and Supplies

Each PARTY will supply its own personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform R3 program Operations under this agreement.

7. COST OF SERVICES/CONSIDERATION

7.1 General

As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for personnel assigned to perform R3 program Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY through SHERIFF are dependent on the continued availability of funds from the State of California Local Revenue Fund, Community Corrections Subaccount.

7.2 Personnel Costs/Rate of Compensation

During the term of this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform R3 program Operations based upon available funding and the actual costs incurred by PARTIES to provide Operations under this Agreement.

7.3 Method of Payment

PARTIES shall submit correct and complete reimbursement forms, labor reports, and timesheets, as documentation that represents amounts due under this Agreement to SHERIFF no later than the final business day of the subsequent month from the month being claimed. All requests for reimbursement shall be sent to:

San Diego County Sheriff s Department
O-41 Grants Unit (R3)
P. O. Box 939062
San Diego, CA 92193-9062

7.3.1 Reimbursement forms, labor reports, and timesheets must have the signature of PARTY's designated coordinator or his or her designee, certifying that the invoice, labor reports, and timesheets are true and correct.

7.3.2 PARTIES shall provide payroll records for every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime-hourly rate, overtime hours worked, date overtime worked, and fringe benefit rate and cost. PARTIES shall make available to SHERIFF for inspection, upon request,

all payroll records and any other records that relate to the Basic Services provided under this Agreement.

7.3.3 Within sixty (60) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.4 Each PARTY is responsible for tracking the claims submitted by their agency to ensure their total claim does not exceed the allocation for their agency.

8. INDEMNIFICATION - WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES

8.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

8.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by that respective agency, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective agency or any contract labor provider retained by that respective agency.

8.3 Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by non-County party, or (2) any claim,

demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

9. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

9.1 Claims Arising From Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

9.2 Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 9.4 below.

9.3 Joint Defense

Notwithstanding paragraph 9.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in section 9.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

9.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

10. GENERAL PROVISIONS

10.1 Independent Contractor Status

10.1.1 In the performance of services under this Agreement, COUNTY and CITIES acknowledge and agree that COUNTY and its respective officers, agents and/or employees shall be deemed independent contractors and not officers,

agents or employees of CITIES; CITIES and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of COUNTY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder; all such personnel provided by CITIES under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

10.1.2 COUNTY and CITIES acknowledge and agree that COUNTY does not control the manner and means of performing the work of CITIES' officers, agents or employees who perform R3 program Operations, nor does COUNTY have the right to hire or fire such officers, agents or employees. CITIES do not control the manner and means of performing the work of COUNTY officers, agents or employees who perform R3 program Operations, nor do CITIES have the right to hire or fire such officers, agents or employees.

10.1.3 COUNTY has no authority of any kind to bind CITIES, and CITIES have no authority to bind COUNTY in any respect whatsoever, nor shall COUNTY act or attempt to act, or represent itself directly or by implication as an agent of CITIES, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITIES. CITIES shall not act or attempt to act, or represent themselves directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

10.2 Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows or, to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193

Chief Probation Officer
Probation Department
9444 Balboa Avenue, Ste. 500
San Diego, CA 92123

#

To non-County PARTIES:

Chief of Police
Carlsbad Police Department
2560 Orion Way
Carlsbad, CA 92010

Chief of Police
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910

Chief of Police
Coronado Police Department
700 Orange Avenue
Coronado, CA 92118

Chief of Police
El Cajon Police Department
100 Civic Center Way
El Cajon, CA 92020

Chief of Police
Escondido Police Department
1163 North Centre City Parkway
Escondido, CA 92026

Chief of Police
La Mesa Police Department
8085 University Avenue
La Mesa, CA 91942

Chief of Police
National City Department
1200 National City Boulevard
National City, CA 91950

Chief of Police
Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92058

Chief of Police
San Diego Police Department
1401 Broadway
San Diego, CA 92101

A notice shall be effective on the date of personal delivery if personally delivered before 5:00p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

10.3 Amendment

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES.

10.4 Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and non-County PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

#

10.5 Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one PARTY.

10.6 Waiver

A waiver by COUNTY or non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or non-County PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

10.7 Authority to Enter Agreement

COUNTY and non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

10.8 Cooperation

COUNTY through SHERIFF and non-County PARTIES will cooperate in good faith to implement this Agreement.

10.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. COUNTY through SHERIFF will provide each non-County PARTY with a copy of this Agreement once fully executed.

10.10 Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

#

10.11 Representation

Each PARTIES' Chief, or their respective designee, shall represent their agency in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent SHERIFF in all discussions pertaining to this Agreement.

10.12 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the SHERIFF, or his or her designee, and PARTIES' Chief of Police, or his or her respective designee, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

10.13 Termination of Funding

In the event that funding for reimbursement of costs related to R3 program Operations is terminated, this Agreement in its entirety shall be considered null and void and PARTIES shall no longer be required to provide R3 program Operations as described herein. In such event, COUNTY through SHERIFF shall notify all PARTIES in writing and all PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of R3 program Operations through alternate means.

10.14 Obligation

This Agreement shall be binding upon the successors of the PARTIES.

10.15 California Law

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective July 1, 2017 and executed on this 27th day of APRIL, 2018.

COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT

William D. Gore
William D. Gore
Sheriff

COUNTY OF SAN DIEGO
PROBATION DEPARTMENT

Adolfo Gonzales
Adolfo Gonzales
Chief

CARLSBAD POLICE DEPARTMENT

ATTACHED
Neil Gallucci
Chief

CHULA VISTA POLICE DEPARTMENT

ATTACHED
Roxana Kennedy
Chief

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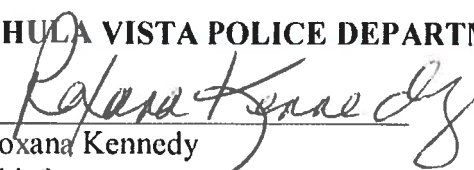
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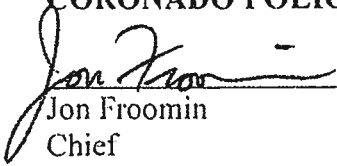
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David Nisleit
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CITY OF SAN DIEGO

ATTACHED
Kevin Faulconer (or designee)
Mayor

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Approved as to form:
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ATTACHED
Mark Day
Senior Deputy

ATTACHED
By Deputy City Attorney

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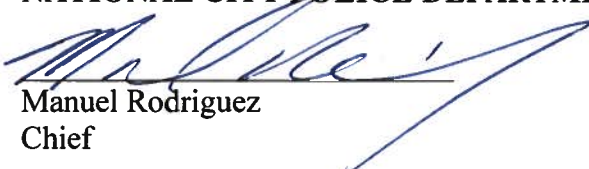
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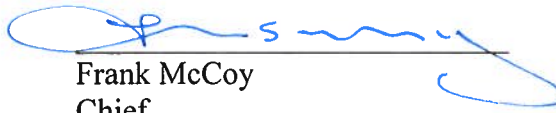
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 4/2/18
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CITY ATTORNEY**

ATTACHED
By Deputy City Attorney

#

RESOLUTION NO. 2023 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING ACCEPTING ANNUAL GRANT FUNDS TO SUPPORT THE REGIONAL REALIGNMENT RESPONSE GROUP (R3G) OPERATIONS IN THE AMOUNT OF \$67,000 AND THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET.

WHEREAS, as part of the State of California Realignment (AB 109), San Diego County, through the Sheriff’s Department, requested funds from the Community Corrections Partnership (CCP) to create a Regional Realignment Response Group (R3G); and

WHEREAS, R3G currently consists of the County of San Diego Sheriff’s Department and Probation Department and the cities of Carlsbad, Chula Vista, Coronado, El Cajon, Escondido, La Mesa, Oceanside, San Diego, and the City of National City; and

WHEREAS, R3G utilizes the funds to support its primary goal of public safety by developing and implementing a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders and Post Release Community Supervision Offenders released into San Diego County; and

WHEREAS, City staff recommends City Council authorize (1) acceptance of annual grant funds to support R3G operations in the amount of \$67,000 and (2) the establishment of an appropriation and corresponding revenue budget.

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

Section 1: Authorizes acceptance of annual grant funds for the support of Regional Realignment Response Group (R3G) operations in the amount of \$67,000 and the establishment of an appropriation and corresponding revenue budget.

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

PASSED and ADOPTED this 1st day of August, 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, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Director of Public Works & City Engineer Salary Schedule Adjustment

RECOMMENDATION:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Amending the National City Executive Group Salary Schedule for the Classification of Director of Public Works and Director of Public Works/City Engineer."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In February 2022, City Council approved salary increases for Executive Employees for 2022, 2023, and 2024. The increases were based on an equity adjustment to provide each classification 70% of what was needed to bring the position salary to median based on a 2021 salary survey plus 3% Cost of Living Adjustments (COLAs) each year.

As of today, the position of Director of Public Works/City Engineer has received 9.66% increases in 2022 and 2023 and is scheduled for another 9.66% increase in February 2024. The current salary band is \$144,303.79 - \$182,826.12 and it will increase to \$158,243.53 - \$200,487.12 in February.

With the recent departure of the Director of Public Works/City Engineer, the position is vacant and efforts to fill the position are under way. However, our current salary range for the classification is preventing the City from securing quality candidates. Based on an updated salary survey of cities within San Diego County (Exhibit A), our current range max of \$182,826.12 puts National City as the second to lowest of the 18 public agencies. In order to make National City competitive to recruit potential candidates, staff is recommending adjusting the salary range for the Director of Public Works and Director of Public Works/City Engineer to be at the median of cities within the County effective August 22, 2023 and revoking the planned salary increase of 9.66% for February 2024.

This recommendation would move the salary range for the position to \$160,000 - \$218,108.80. To reiterate, this would remain the salary range for the Director of Public Works/City Engineer for the whole calendar year of 2024. Since this position's salary will be increased now, another increase in February 2024 would be unnecessary and a repeal of that increase is included in the Resolution.

FINANCIAL STATEMENT:

The difference between salary range maximum in February 2024 and the proposed salary range maximum with this action is a cost of approximately \$20,000 (\$218,108.80-\$200,487.12 plus payroll taxes and CalPERS contributions).

In fiscal year 2024, no additional budget appropriations will be necessary to cover this increase because of the short-term salary savings generated by the current position vacancy. However, in future budget years, this action will increase the budget by approximately \$20,000.

The Director of Public Works/City Engineer is 60% funded by the General Fund and 40% by the Sewer Fund. The future year's budget impact will be approximately a \$12,000 increase to the General Fund and an \$8,000 increase to the Sewer Fund.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Regional Salary Survey for Director of Public Works
Exhibit B – Proposed Executive Salary Schedule
Exhibit C - Resolution

City of National City
Human Resources Department

EXECUTIVE POSITIONS
August 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	To be determined by employment agreement	To be determined by employment agreement
City Attorney	\$17,688 (Actual Salary)	\$212,256
Assistant City Manager ¹	\$ 9,310.05 – \$ 18,290.66	\$ 111,720.59 – \$ 219,487.90
Assistant Police Chief	\$ 13,169.52 – \$ 17,376.33	\$ 158,034.20 – \$ 208,515.90
City Clerk	\$ 10,064.92 – \$ 12,564.92	\$ 120,779.00 – \$ 150,779.00
City Librarian	\$ 11,234.26 – \$ 14,730.18	\$ 134,811.14 – \$ 176,762.21
Community Development Executive Director ¹	\$ 10,836.61 – \$ 16,445.01	\$ 130,039.27 – \$ 197,340.08
Community Services Director	\$ 10,271.32 – \$ 13,722.37	\$ 123,255.90 – \$ 164,668.49
Deputy City Manager	\$ 9,261.29 – \$ 17,296.93	\$ 111,135.45 – \$ 207,563.18
Director of Administrative Services	\$ 11,800.48 – \$ 15,444.05	\$ 141,605.72 – \$ 185,328.61
Director of Building & Safety	\$ 10,836.61 – \$ 12,921.44	\$ 130,039.27 – \$ 155,057.23
Director of Community Development	\$ 10,836.61 – \$ 15,254.97	\$ 130,039.27 – \$ 183,059.60
Director of Emergency Services ²	\$ 12,325.44 – \$ 16,331.89	\$ 147,905.28 – \$ 195,982.64
Director of Finance	\$ 11,800.48 – \$ 14,728.16	\$ 141,605.72 – \$ 176,737.96
Director of Housing & Economic Development	\$ 10,513.16 – \$ 13,401.78	\$ 126,157.89 – \$ 160,821.32
Director of Neighborhood Services	\$ 10,836.61 – \$ 13,814.10	\$ 130,039.27 – \$ 165,769.15
Director of Planning	\$ 10,179.28 – \$ 13,884.69	\$ 122,151.39 – \$ 166,616.25
Director of Public Works	\$ 13,333.33 – \$ 18,175.73	\$ 160,000.00 – \$ 218,108.80
Director of Public Works/City Engineer	\$ 13,333.33 – \$ 18,175.73	\$ 160,000.00 – \$ 218,108.80
Fire Chief	\$ 12,325.44 – \$ 16,331.89	\$ 147,905.28 – \$ 195,982.64
Human Resources Director	\$ 11,863.57 – \$ 14,831.24	\$ 142,362.80 – \$ 177,974.85
Library and Community Services Director	\$ 11,234.26 – \$ 17,535.57	\$ 134,811.14 – \$ 210,426.78
Police Chief ³	\$ 16,809.83 – \$ 19,113.96	\$ 201,718.01 – \$ 229,367.49
Records Management Officer	\$ 8,176.90 – \$ 10,057.33	\$ 98,122.81 – \$ 120,687.97
Assistant City Attorney	\$ 10,639.99 – \$ 16,048.69	\$ 127,679.90 – \$ 192,584.27

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

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

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

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

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

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

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	To be determined by employment agreement	To be determined by employment agreement
City Attorney	\$18,218.58	\$218,623.00
Assistant City Manager ¹	\$ 9,941.27 – \$ 19,530.76	\$ 119,295.25 – \$ 234,369.18
Assistant Police Chief	\$ 14,174.35 – \$ 18,702.14	\$ 170,092.21 – \$ 224,425.67
City Clerk	\$ 10,366.87 – \$ 12,941.87	\$ 124,402.41 – \$ 155,302.41
City Librarian	\$ 12,729.54 – \$ 16,690.77	\$ 152,754.50 – \$ 200,289.26
Community Development Executive Director ¹	\$ 11,891.01 – \$ 18,045.11	\$ 142,692.09 – \$ 216,541.27
Community Services Director	\$ 11,638.44 – \$ 15,548.82	\$ 139,661.26 – \$ 186,585.87
Deputy City Manager	\$ 9,863.27 – \$ 18,421.23	\$ 118,359.25 – \$ 221,054.78
Director of Administrative Services	\$ 12,818.86 – \$ 16,776.87	\$ 153,826.30 – \$ 201,322.47
Director of Building & Safety	\$ 11,891.01 – \$ 14,178.69	\$ 142,692.09 – \$ 170,144.30
Director of Community Development	\$ 11,891.01 – \$ 16,739.27	\$ 142,692.09 – \$ 200,871.30
Director of Emergency Services ²	\$ 13,683.70 – \$ 18,131.66	\$ 164,204.45 – \$ 217,579.92
Director of Finance	\$ 12,818.86 – \$ 15,999.20	\$ 153,826.30 – \$ 191,990.45
Director of Housing & Economic Development	\$ 11,362.62 – \$ 14,484.64	\$ 136,351.45 – \$ 173,815.68
Director of Neighborhood Services	\$ 11,891.01 – \$ 15,158.21	\$ 142,692.09 – \$ 181,898.48
Director of Planning	\$ 10,484.66 – \$ 14,301.23	\$ 125,815.93 – \$ 171,614.74
Director of Public Works	\$ 13,333.33 – \$ 18,175.73	\$ 160,000.00 – \$ 218,108.80
Director of Public Works/City Engineer	\$ 13,333.33 – \$ 18,175.73	\$ 160,000.00 – \$ 218,108.80
Fire Chief	\$ 13,683.70 – \$ 18,131.66	\$ 164,204.45 – \$ 217,579.92
Human Resources Director	\$ 12,921.80 – \$ 16,154.18	\$ 155,061.56 – \$ 193,850.21
Library and Community Services Director	\$ 12,729.54 – \$ 19,869.55	\$ 152,754.50 – \$ 238,434.59
Police Chief ³	\$ 18,092.42 – \$ 20,572.35	\$ 217,109.09 – \$ 246,868.23
Records Management Officer	\$ 8,837.59 – \$ 10,869.96	\$ 106,051.13 – \$ 130,439.55
Assistant City Attorney	\$ 11,568.86 – \$ 17,449.74	\$ 138,826.35 – \$ 209,396.88

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

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

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

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

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

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

**Director of Public Works Salary Survey
As of July 2023**

Public Entity	Title	Current Annual Min. Salary	Current Annual Max. Salary
Lemon Grove	Public Works Director	\$104,740.74	\$133,780.14
La Mesa	Director of Public Works/City Engineer	\$152,040.00	\$184,800.00
Escondido	Public Works Director	\$140,052.00	\$189,072.00
Del Mar	Public Works Director	\$144,438.75	\$189,516.16
City of Santee	Director of Engineering/City Engineer	\$141,578.79	\$190,867.16
San Marcos	Public Works Director	\$140,543.00	\$190,927.00
Solana Beach	City Eng/Public Works Director	\$126,360.00	\$202,196.80
Imperial Beach	Public Works Director	\$121,224.00	\$207,672.00
El Cajon	Public Works Director	\$179,441.60	\$218,108.80
Coronado	Director of Public Services & Engineering	\$185,559.60	\$220,703.52
Chula Vista	Director of Engineering/City Engineer	\$183,690.52	\$223,276.82
Encinitas	Public Works Director	\$144,648.00	\$224,400.00
Poway	Public Works Director	\$161,676.00	\$226,344.00
Carlsbad	Transportation/Utilities Director	\$157,868.00	\$229,063.00
Oceanside	Public Works Director	\$168,204.00	\$235,536.00
Vista	Public Works Director	\$120,516.00	\$254,976.00
San Diego	Department Director, Eng & Capital Projects	\$83,242.00	\$315,328.00
National City	Director of Public Works/City Engineer	\$144,303.79	\$182,826.12
	MEDIAN without National City	\$144,438.75	\$218,108.80

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE NATIONAL CITY EXECUTIVE GROUP SALARY SCHEDULE FOR THE CLASSIFICATION OF DIRECTOR OF PUBLIC WORKS AND DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

WHEREAS, in February 2022, City Council approved salary increases for Executive employees for 2022, 2023, and 2024 based on an equity adjustment to provide each classification 70% of what was needed to bring the position salary to median based on a 2021 salary survey plus 3% cost of living adjustments each year; and

WHEREAS, with the recent departure of the Director of Public Works/City Engineer, the position is vacant and efforts to fill the position are under way; and

WHEREAS, based on a July 2023 salary survey of cities within San Diego County (Exhibit A), our current range max of \$182,826.12 puts National City as the second to lowest of the 18 public agencies; and

WHEREAS, in order to make National City competitive to recruit potential candidates, staff is recommending adjusting the salary range for the Director of Public Works and Director of Public Works/City Engineer to be at the median of cities within the County effective August 22, 2023 and revoking the planned salary increase of 9.66% for February 2024; and

WHEREAS, in fiscal year 2024, no additional budget appropriations will be necessary to cover this increase because of the short-term salary savings generated by the current position vacancy; and

WHEREAS, in future budget years, this action will increase the budget by approximately \$20,000, paid 60% from the General Fund and 40% by the Sewer Fund.

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 amendment to the Executive Salary Schedule to increase the Director of Public Works and Director of Public Works/City Engineer classifications to a range of \$160,000 - \$218,108.80 effective August 22, 2023.

Section 2: That the City Council hereby authorizes the amendment to the Executive Salary Schedule to repeal the 9.66% salary increase scheduled for February 2024 for these two classifications.

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 1st day of August, 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, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Temporary Appointment of Two (2) CalPERS Retirees Pursuant to Government Code Sections 7522.56 and 21221(H)

RECOMMENDATION:

Adopt a Resolution entitled, "A Resolution of the City Council of the City of National City, California, Appointing Eric Dennis as Interim Building Official and William Lopez as Interim Street & Wastewater Maintenance Superintendent per Government Code Section 21221 (h)."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City Manager has the responsibility of appointing the City's management staff. California Government Code § 7522.56 & 21221(h) requires that an agency's governing board approve the appointments of CalPERS retired annuitants to serve on an interim basis during recruitment for a permanent appointment.

Staff requests that City Council adopt a resolution authorizing the City to temporarily appoint CalPERS Retirees Eric A Dennis (CalPERS ID: 1818201532) as Building Official and William R Lopez (CalPERS ID: 3224553803) as Street & Wastewater Superintendent pursuant to Government Code § 7522.56 & 21221(h). The City Manager appointed the retirees in late June to prevent stoppage of public business while the permanent recruitments take place.

Adoption of the resolution will allow Mr. Dennis and Mr. Lopez to work in a limited duration capacity until the permanent hire is on boarded for their position or until they reach 960 hours worked during the 2023-2024 fiscal year, whichever occurs first.

Eric Dennis has been appointed to the position of Building Official as a vacant type appointment by the City Manager. The appointment had an effective date of 6/13/23 and an hourly pay rate of \$69.00 per hour. The position was opened for the permanent recruitment on 5/18/23 and closes on 7/31/23.

William Lopez has been appointed to the position of Street & Wastewater Maintenance Superintendent as a vacant type appointment by the City Manager. The appointment had an effective date of 6/26/23 and an hourly pay rate of \$57.09 per hour. The position was opened for the permanent recruitment on 6/22/23 and closes on 8/7/23.

The California Public Employees' Retirement System (CalPERS) recognizes that retirees can play an important role in maintaining city operations, particularly in short-term or emergency

situations; however, they also specify limitations on a retiree's service when returning to work for a CalPERS agency. Government Code § 7522.56 & 21221(h) provides specific guidance on employing a CalPERS retiree without interruption to retirement benefits or reinstatement from retirement. Key terms of hiring a retired annuitant under the Government Code and by which the City will be following are:

- The retiree must wait 180 days after his or her retirement date before he or she can return to work for a CalPERS employer, unless there is a qualifying exception.
- The appointment of a retired annuitant must be for a limited duration for a vacant position. A retired annuitant can only be appointed once to this vacant position as required by Gov. Code § 21221(h).
- The retired annuitant's salary cannot be less than the minimum or exceed the maximum for the vacant position as listed on the employer's publicly available pay schedule for the position.
- The retired annuitant cannot be paid any other compensation or benefits in addition to the hourly pay rate.
- A maximum of 960 hours can be worked within a fiscal year (July 1 to June 30) and CalPERS does not provide any exception to this limit. Nonpaid or volunteer hours can't be used in order to exceed 960 hours in a fiscal year.
- The retiree will not accrue service credit or any additional retirement rights or benefits.

FINANCIAL STATEMENT:

The Building Official and Street & Wastewater Maintenance Superintendent positions are already included in the budget and there is no impact to the current fiscal year. The cost will be absorbed in the personnel services department budgets. In accordance with CalPERS requirements, the retirees will not be eligible for any compensation or benefits in addition to their hourly pay rate while working for the City as a retired annuitant.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPOINTING ERIC DENNIS AS INTERIM BUILDING OFFICIAL AND WILLIAM LOPEZ AS INTERIM STREET & WASTERWATER MAINTENANCE SUPERINTENDENT PER GOVERNMENT CODE SECTION 21221 (h)

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the City of National City ("City") desires to appoint Eric Dennis as an interim appointment retired annuitant to the vacant position of Building Official for the City under Gov. Code section 21221(h), effective June 13, 2023; and

WHEREAS, the City desires to appoint William Lopez as an interim appointment retired annuitant to the vacant position of Street & Wastewater Maintenance Superintendent for the City under Gov. Code section 21221(h), effective June 26, 2023; and

WHEREAS, the City Council of the City, the City, Eric Dennis, and William Lopez certify that Eric Dennis and William Lopez have not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the City opened the searches for a permanent Building Official on May 18, 2023 and for a permanent Street & Wastewater Maintenance Superintendent on June 22, 2023; and

WHEREAS, these Gov. Code section 21221(h) appointments shall only be made once each and will end when the permanent hires for each position are on boarded or when the retirees reach 960 hours worked, whichever occurs first; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the City Council adopted National City Management Salary Schedule states the base salary range for Building Official is \$46.57-\$69.25 per hour and the base salary range for Street & Wastewater Maintenance Superintendent is \$38.70-\$57.09 per hour; and

WHEREAS, the hourly rate paid to Eric Dennis will be \$69.00 and the hourly rate paid to William Lopez will be \$57.09, and neither has nor will receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to these hourly pay rates.

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 certifies the nature of the employment of Eric Dennis as described herein and that this appointment is necessary to fill the critically needed position of Building Official for the City of National City effective June 13, 2023 because the position became vacant and his employment is needed to continue to perform the critically needed and specialized duties of the position until a permanent Building Official is hired.

Section 2: That the City Council hereby certifies the nature of the employment of William Lopez as described herein and that this appointment is necessary to fill the critically needed position of Street & Wastewater Maintenance Superintendent for the City of National City effective June 26, 2023 because the position became vacant and his employment is needed to continue to perform the critically needed and specialized duties of the position until a permanent Street & Wastewater Maintenance Superintendent is hired.

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 1st day of August, 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: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 117 2nd Street.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 117 2nd Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 2nd Street.

EXPLANATION:

Mr. Marco Lopez, resident of 117 2nd Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for him to find parking in front of his residence due to the high demand of parking in the area and that a disabled persons parking space in front of his residence would provide easier access to the house.

Staff visited the site and observed that Mr. Lopez's residence has a driveway and a garage. The driveway between the apron and the manual gate is approximately 17 feet long by 11 feet wide with a slope of approximately 3.5% and the driveway between the manual gate and the garage is 52 feet long by 13 feet wide with a slope of approximately 4%-6% (see attached photos). The minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide with a slope of 2% or less. This condition is not met since the slope of the driveway exceeds the 2% slope. Furthermore, the dimension of the garage is too small to accommodate the vehicles with a disabled driver or passenger.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking zones. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on June 14, 2023. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. Mr. Marco Lopez was in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the Special Hardship Cases section of National City Municipal Code chapter 11.32.25(c), disabled persons parking zone, are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:

The cost to install the disabled persons parking space is approximately \$300. It is the City's policy to assume the cost of providing disabled persons parking on public streets and in public off-street parking facilities. Funding is available within the Department of Engineering and Public Works budget to provide this service.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map showing existing blue curb parking spaces in the area

Exhibit C – Staff Report to the Traffic Safety Committee on June 14, 2023 (TSC No. 2023-07)

Exhibit D – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-07)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-07)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 14, 2023**

ITEM NO. 2023-07

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 117 2ND STREET**

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mr. Marco Lopez, resident of 117 2nd Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for him to find parking in front of his residence due to the high demand of parking in the area and that a disabled persons parking space in front of his residence would provide easier access to the house.

Staff visited the site and observed that Mr. Lopez’s residence has a driveway and a garage. The driveway between the apron and the manual gate is approximately 17 feet long by 11 feet wide with a slope of approximately 3.5% and the driveway between the manual gate and the garage is 52 feet long by 13 feet wide with a slope of approximately 4%-6% (see attached photos). The minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide with a slope of 2% or less. This condition is not met since the slope of the driveway exceeds the 2% slope. Furthermore, the dimension of the garage is too small to accommodate the vehicles with a disabled driver or passenger.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for “Special Hardship” cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for “disabled persons” or “disabled veterans”. *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant’s (or guardian’s) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for “Special Hardship” cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 2nd Street.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. City Council Disabled Persons Parking Policy

2023-07



Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: Marco A Lopez

Name of Disabled Person (if different from above): Marco A Lopez

Address: 117 2nd st

Email: _____ Phone Number: 6

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

YES NO

If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

YES NO

If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

YES NO

3. Does your residence have a driveway?

YES NO

If answered YES, please refer to the following questions:

a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

YES NO

b. Is the driveway level?

YES NO

c. Is the driveway sloped/inclined?

YES NO

Additional comments I asked for parking, because 24 hr at day is no parking on st

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

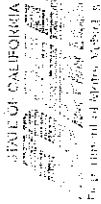
DEPARTMENT OF MOTOR VEHICLES

PLACARD NUMBER:

DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT

EXPIRES: 06/30/2025

DATE ISSUED: 02/18/2023



This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

When your placard is properly displayed, you may park in or on:

TYPE: N1 TV: 92 CO: 37

DOB: /

- * Disabled person parking spaces (blue zones)
- * Street metered zones without paying.
- * Green zones without restrictions to time limits.
- * Streets where preferential parking privileges are given to residents and merchants.

LOPEZ MARCO ANTONIO
117 E 2ND ST

You may not park in or on:

NATIONAL CITY CA 91950

- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- Display a placard unless the disabled owner is being transported.
- Display a placard which has been cancelled or revoked.
- Loan your placard to anyone, including family members.

**Purchase of fuel
(Business & Professions Code 13660):**

* State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

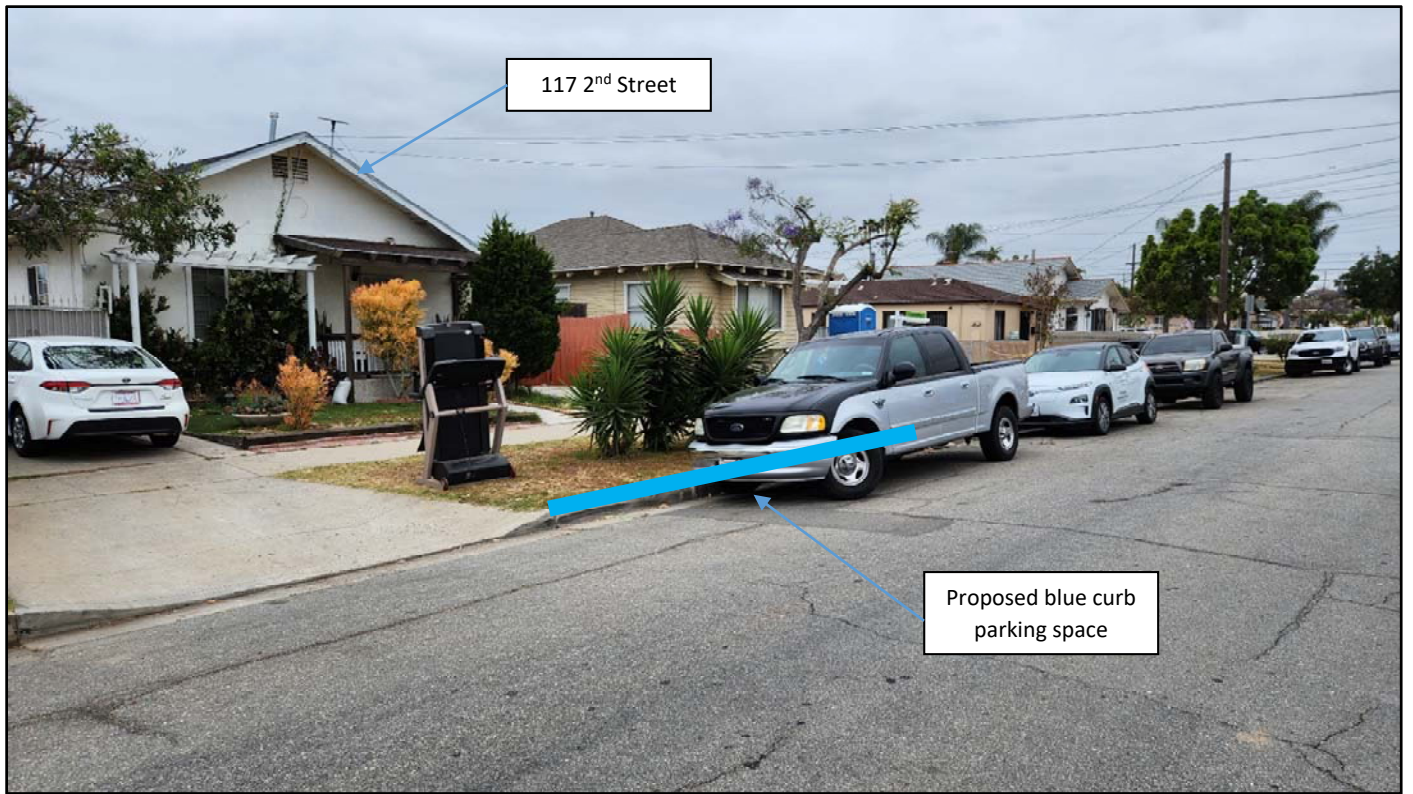


Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-07)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-07)





Location of proposed blue curb disabled persons parking space in front of 117 2nd Street (Looking North)

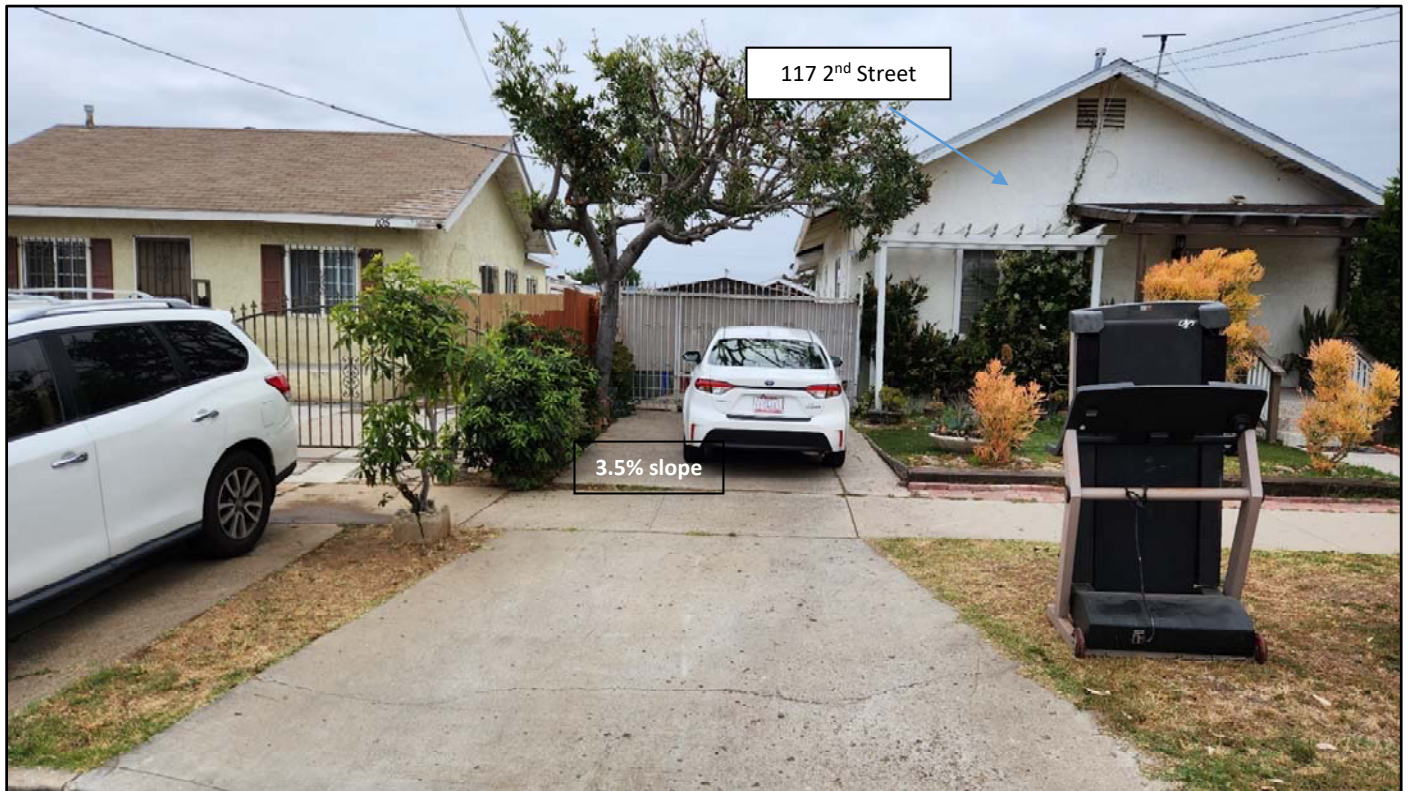


Photo of the driveway and manual gate at 117 2nd Street (Looking North-West)

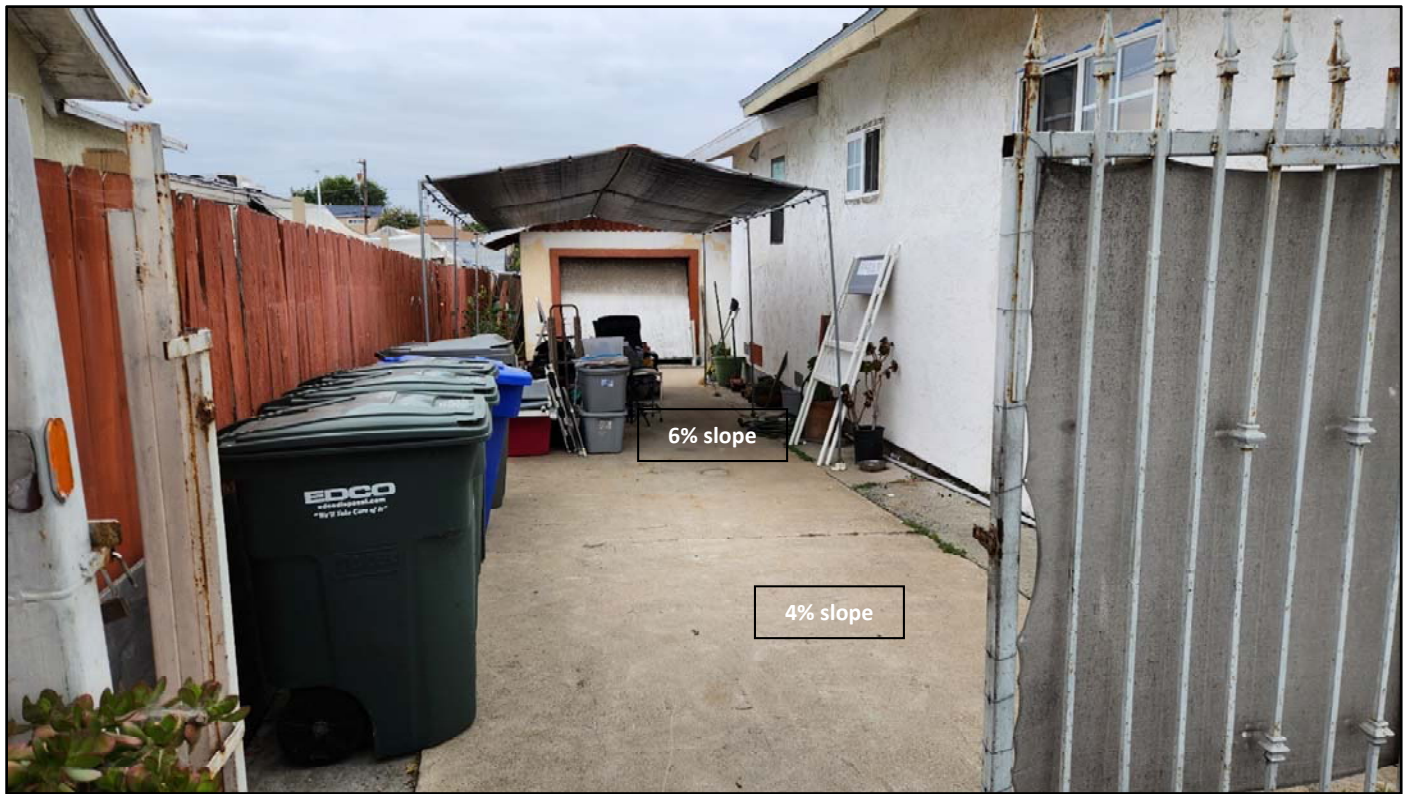


Photo of the driveway and garage at 117 2nd Street (Looking North-West)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exist:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2023 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING
SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 117 2ND STREET**

WHEREAS, Mr. Marco Lopez, resident of 117 2nd Street, has requested a blue curb disabled persons parking space in front of his residence; and

WHEREAS, the resident possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that it is difficult for him to find parking in front of his residence due to the high demand of parking in the area; and

WHEREAS, staff visited the site and observed that Mr. Lopez's residence has a driveway and a garage; and

WHEREAS, the driveway between the apron and the manual gate is approximately 17 feet long by 11 feet wide with a slope of approximately 3.5%; and

WHEREAS, the driveway between the manual gate and the garage is approximately 52 feet long by 13 feet wide with a slope of approximately 4%-6%; and

WHEREAS, the minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide with a slope of 2% or less; and

WHEREAS, this condition is not met since the slope of the driveway exceeds the 2% slope and the dimension of the garage is too small to accommodate the vehicles with a disabled driver or passenger; and

WHEREAS, this item was presented to the Traffic Safety Committee on June 14, 2023; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mr. Marco Lopez was in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage in front of the residence at 117 2nd Street, since all three conditions of the Special Hardship Cases section of National City Municipal Code chapter 11.32.25(C) disabled persons parking zone, are met.

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

Section 1: That the City Council hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 2nd Street.

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

PASSED and ADOPTED this 1st day of August, 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: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 621 E. 16th Street.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 621 E. 16th Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 621 E. 16th Street.

EXPLANATION:

Mr. Mario Marin, resident of 621 E. 16th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that there are two disabled people living in the house. Mr. Marin stated that since it is difficult for him to find parking in front of his residence he has to park his vehicle elsewhere and cannot park in front of his house for extended periods of time due to the 2 hour parking limit between 8am and 6pm. Mr. Marin stated that a disabled persons parking space in front of his residence would provide easier access to his house and reduce the hardship of traveling long distances from his vehicle.

Staff visited the site and observed that Mr. Marin's residence has a garage but not a driveway. The garage is located approximately 80 feet into the alley from the residence entrance on E. 16th Street. With permission and supervision, staff measured the garage. The garage is less than 8 feet wide. The minimum dimensions for a garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. The resident's garage is too small to accommodate the vehicles with a disabled driver or passenger.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking zones. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on June 14, 2023. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. No one was in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the Special Hardship Cases section of National City Municipal Code chapter 11.32.25(c), disabled persons parking zone, are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:

The cost to install the disabled persons parking space is approximately \$300. It is the City's policy to assume the cost of providing disabled persons parking on public streets and in public off-street parking facilities. Funding is available within the Department of Engineering and Public Works budget to provide this service.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map showing existing blue curb parking spaces in the area

Exhibit C – Staff Report to the Traffic Safety Committee on June 14, 2023 (TSC No. 2023-09)

Exhibit D – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-09)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-09)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 14, 2023**

ITEM NO. 2023-09

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 621 E. 16TH STREET**

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mr. Mario Marin, resident of 621 E. 16th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possess a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that there are two disabled people living in the house. Mr. Marin stated that since it is difficult for him to find parking in front of his residence he has to park his vehicle elsewhere and cannot park in front of his house for extended periods of time due to the 2 hour parking limit between 8am and 6pm. Mr. Marin stated that a disabled persons parking space in front of his residence would provide easier access to his house.

Staff visited the site and observed that Mr. Marin’s residence has a garage but not a driveway. The garage is located approximately 80 feet into the alley from the residence entrance on E. 16th Street. With permission and supervision, staff measured the garage. The garage is less than 8 feet wide. The minimum dimensions for a garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. The resident’s garage is too small to accommodate the vehicles with a disabled driver or passenger.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for “Special Hardship” cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for “disabled persons” or “disabled veterans”. *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant’s (or guardian’s) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for “Special Hardship” cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 621 E. 16th Street.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. City Council Disabled Persons Parking Policy

2023-09



Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: Mario Marin

Name of Disabled Person (if different from above): _____

Address: 621 E 16th St. Nat. City Ca 91950

Email: _____ Phone Number: _____

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

YES NO

If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

YES NO

If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

YES NO

3. Does your residence have a driveway?

YES NO

If answered YES, please refer to the following questions:

a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

YES NO

b. Is the driveway level?

YES NO

c. Is the driveway sloped/inclined?

YES NO

Additional comments Myself and my child are disabled and my vehicle does not fit in the garage at all. it's too small.

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

DEPARTMENT OF MOTOR VEHICLES

PLACARD NUMBER:

EXPIRES: 06/30/2023

DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT

DATE ISSUED: 03/25/2021



This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

When your placard is properly displayed, you may park in or on:

- * Disabled person parking spaces (blue zones)
- * Street metered zones without paying.
- * Green zones without restrictions to time limits.
- * Streets where preferential parking privileges are given to residents and merchants.

You may not park in or on:

- * Red, Yellow, White or Tow Away Zones.
- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- * Display a placard unless the disabled owner is being transported.
- * Display a placard which has been cancelled or revoked.
- * Loan your placard to anyone, including family members.

Purchase of fuel (Business & Professions Code 13660):

* State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.



TYPE: N1 TV: 92 CO: 37

DOB:

ISSUED TO

MARIN MARIO
621 E 16TH ST

NATIONAL CITY CA 91950

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-09)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-09)





Location of proposed blue curb disabled persons parking space in front of 621 E. 16th Street (Looking North)



Photo of the alley adjacent to residence at 621 E. 16th Street (Looking North-West)

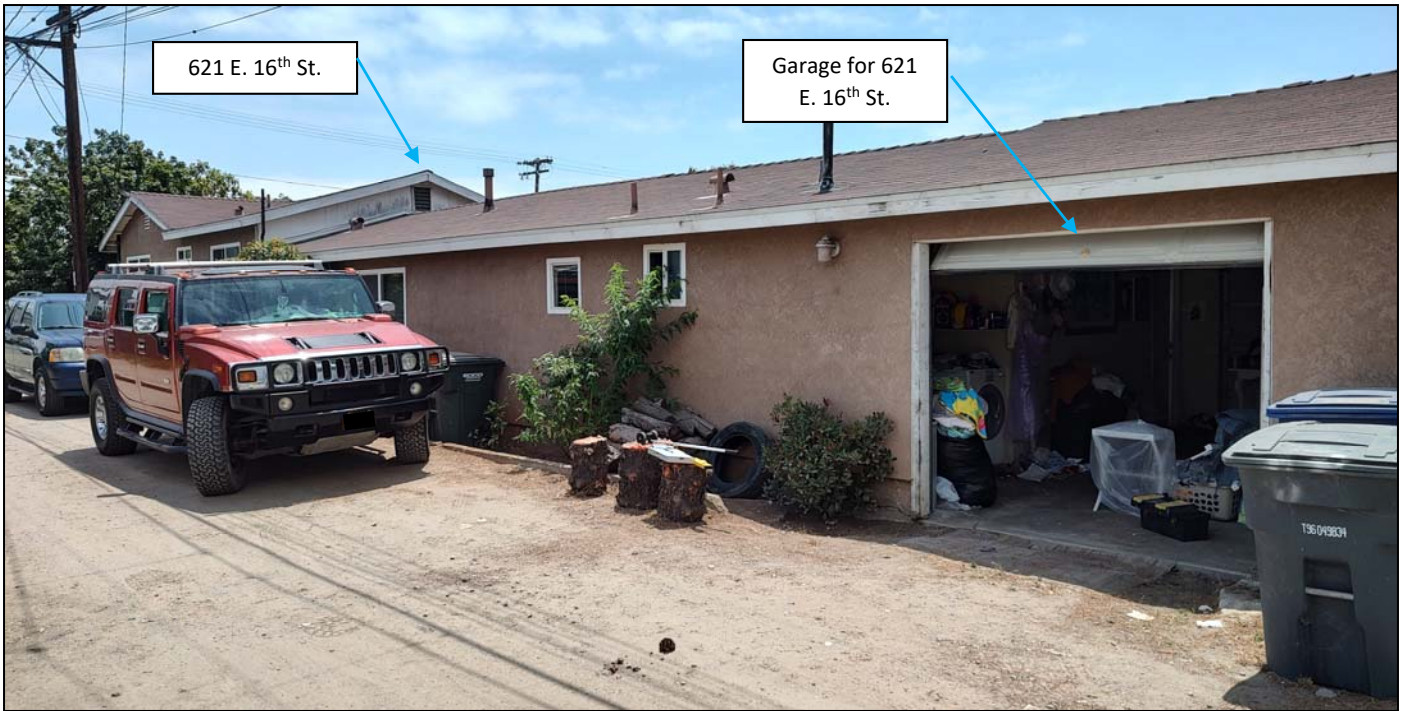


Photo of the garage in alley at 621 E. 16th Street (Looking South-West)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2023 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING
SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 621 E. 16TH STREET**

WHEREAS, Mr. Mario Marin, resident of 621 E. 16th Street, has requested a blue curb disabled persons parking space in front of his residence; and

WHEREAS, the resident and his daughter possess a valid disabled person's placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that there are two disabled people living in the house; and

WHEREAS, Mr. Marin stated that since it is difficult for him to find parking in front of his residence, he has to park his vehicle elsewhere and cannot park in front of his house for extended periods of time due to the 2 hour parking limit between 8am and 6pm; and

WHEREAS, staff visited the site and observed that Mr. Marin's residence has a garage but not a driveway; and

WHEREAS, the garage is located approximately 80 feet into the alley from the residence entrance on E. 16th Street; and

WHEREAS, the garage is less than 8 feet wide; and

WHEREAS, the minimum dimensions for a garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide; and

WHEREAS, this condition is not met since the dimension of the garage is too small to accommodate the vehicles with a disabled driver or passenger; and

WHEREAS, this item was presented to the Traffic Safety Committee on June 14, 2023; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, no one was in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the Special Hardship Cases section of National City Municipal Code section 11.32.25(c) disabled persons parking zone, are met.

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

Section 1: That the City Council hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 621 E 16th Street.

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

PASSED and ADOPTED this 1st day of August, 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: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 605 E. 6th Street.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 605 E. 6th Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 605 E. 6th Street.

EXPLANATION:

Mr. Ramon Camacho, resident of 605 E. 6th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident and his daughter possess a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that there are two disabled people living in the house and each of them has a vehicle. Mr. Camacho stated that since it is difficult for them to find parking in front of their residence, they all have to park their vehicles along their driveway, crowding the driveway and making it challenging to exit. Mr. Camacho stated that a disabled persons parking space in front of their residence would provide easier access to the house and reduce the hardship of traveling long distances from their vehicle.

Staff visited the site and observed that Mr. Camacho's residence has a driveway and garage. With permission and supervision, staff measured the driveway and garage. The driveway is approximately 36 feet long by 17 feet wide with negligible slope and the garage is 13 feet wide by 18 feet long. The minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. The resident has a driveway big enough to accommodate one disabled vehicle and the garage is too small to accommodate the vehicles with a disabled driver or passenger.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking zones. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. The resident has a driveway big enough to accommodate one vehicle, however, it is not big enough to accommodate two vehicles. For this reason, the resident has off-street parking for one vehicle and does not have off-street parking for the second vehicle.

This item was presented to the Traffic Safety Committee on June 14, 2023. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. Mr. Ramon Camacho and his daughter were in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the Special Hardship Cases section of National City Municipal Code chapter 11.32.25(c), disabled persons parking zone, are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:

The cost to install the disabled persons parking space is approximately \$300. It is the City's policy to assume the cost of providing disabled persons parking on public streets and in public off-street parking facilities. Funding is available within the Department of Engineering and Public Works budget to provide this service.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map showing existing blue curb parking spaces in the area

Exhibit C – Staff Report to the Traffic Safety Committee on June 14, 2023 (TSC No. 2023-08)

Exhibit D – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-08)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-08)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 14, 2023**

ITEM NO. 2023-08

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 605 E. 6TH STREET**

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mr. Ramon Camacho, resident of 605 E. 6th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident and his daughter possess a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that there are two disabled people living in the house and each of them has a vehicle. Mr. Camacho stated that since it is difficult for them to find parking in front of their residence they all have to park their vehicles along their driveway, crowding the driveway and making it challenging to exit. Mr. Camacho stated that a disabled persons parking space in front of their residence would provide easier access to the house.

Staff visited the site and observed that Mr. Camacho's residence has a driveway and garage. With permission and supervision, staff measured the driveway and garage. The driveway is approximately 36 feet long by 17 feet wide with negligible slope and the garage is 13 feet wide by 18 feet long. The minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. The resident has a driveway big enough to accommodate one disabled vehicle and the garage is too small to accommodate the vehicles with a disabled driver or passenger.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *The resident has a driveway big enough to accommodate one vehicle, however, it is not big enough to accommodate two vehicles. For this reason, the resident has off-street parking for one vehicle and does not have off-street parking for the second vehicle.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for “Special Hardship” cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 605 E. 6th Street.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. City Council Disabled Persons Parking Policy

2023-08



Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: Ramon J.R. CAMACHO

Name of Disabled Person (if different from above): _____

Address: 605 E. 69th St, National City, CA 91950

Email: _____ Phone Number: _____

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

YES NO

If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

YES NO

If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

YES NO

3. Does your residence have a driveway?

YES NO

If answered YES, please refer to the following questions:

a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

YES NO

b. Is the driveway level?

YES NO

c. Is the driveway sloped/inclined?

YES NO

Additional comments Residence at 605 E. 69th is occupied by Mr. & Mrs. Camacho & daughter. Presently there are 3 vehicles and 2 disabled persons. Mr. Camacho on _____ and daughter _____ one vehicle parks in driveway, and 2 vehicles park in street, which is used by neighboring Apartment residents and church parishners.

Engineering & Public Works Department

1243 National City Boulevard, National City, CA 91950-4301

619/336-4380 Fax 619/336-4397 www.nationalcityca.gov



A Public Service Agency

CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2023

*** D I S A B L E D P E R S O N P L A C A R D ***

PLACARD NUMBER:

PIC: 1 TV: 92

DATE ISSUED: 04/25/22

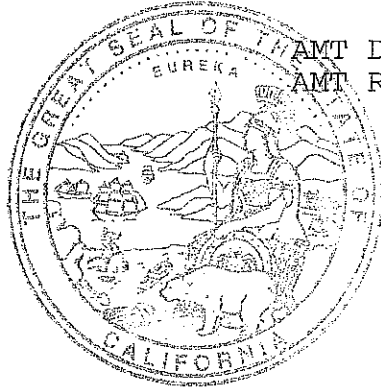
MO/YR: DD

CAMACHO RAMON JR
605 E 6TH ST

DT FEES RECVD: 04/25/22

NATIONAL CITY
CA 91950

CO: 37



AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :

H00 613 B5 0000000 0005 CS H00 042522 N1

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

A Public Service Agency

PLACARD#: PLACARD HOLDER: CAMACHO RAMON JR
EXPIRES: 06/30/2023 605 E 6TH ST
DOB:
ISSUED: 04/25/22
TYPE: N1 NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 41253) CAN RESULT IN CANCELLATION OR REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES. AND/OR FINES.

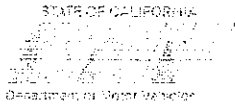
DEPARTMENT OF MOTOR VEHICLES

PLACARD NUMBER:

DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT

EXPIRES: 06/30/2025

DATE ISSUED: 02/18/2023



This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

When your placard is properly displayed,
you may park in or on:

- * Disabled person parking spaces (blue zones)
- * Street metered zones without paying.
- * Green zones without restrictions to time limits.
- * Streets where preferential parking privileges are given to residents and merchants.

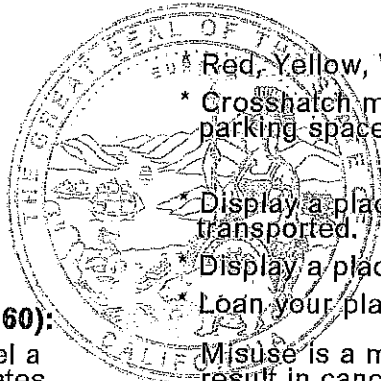
You may not park in or on:

- Red, Yellow, White or Tow Away Zones.
- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- Display a placard unless the disabled owner is being transported.
- Display a placard which has been cancelled or revoked.
- Loan your placard to anyone, including family members.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.



TYPE: N1 TV: 92 CO: 37
DOB: 00

ISSUED TO

CAMACHO RAMON JR
605 E 6TH ST

NATIONAL CITY CA 91950

Purchase of fuel
(Business & Professions Code 13660):

State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

017
DPP000 Rev(4/10)

CUSTOMER RECEIPT COPY

EXPIRES: 11/09/2023

*** D I S A B L E D P E R S O N P L A C A R D ***

DATE ISSUED: 05/10/23

PLACARD NUMBER: . . . PIC: 1 TV: 91

MO/YR: EE

LEON LETICIA ROSA
605 E 6TH ST

DT FEES RECVD: 05/10/23

AMT DUE : 6.00
AMT RECVD - CASH :
 CHK :
 - CRDT : 6.00

NATIONAL CITY
CA 91950

CO: 37

E10 613 8F 0000600 0002 CS E10 051023 N2 0733271

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#: PLACARD HOLDER: LEON LETICIA ROSA
EXPIRES: 11/09/2023 605 E 6TH ST
DOB:
ISSUED: 05/10/23
TYPE: N2 NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

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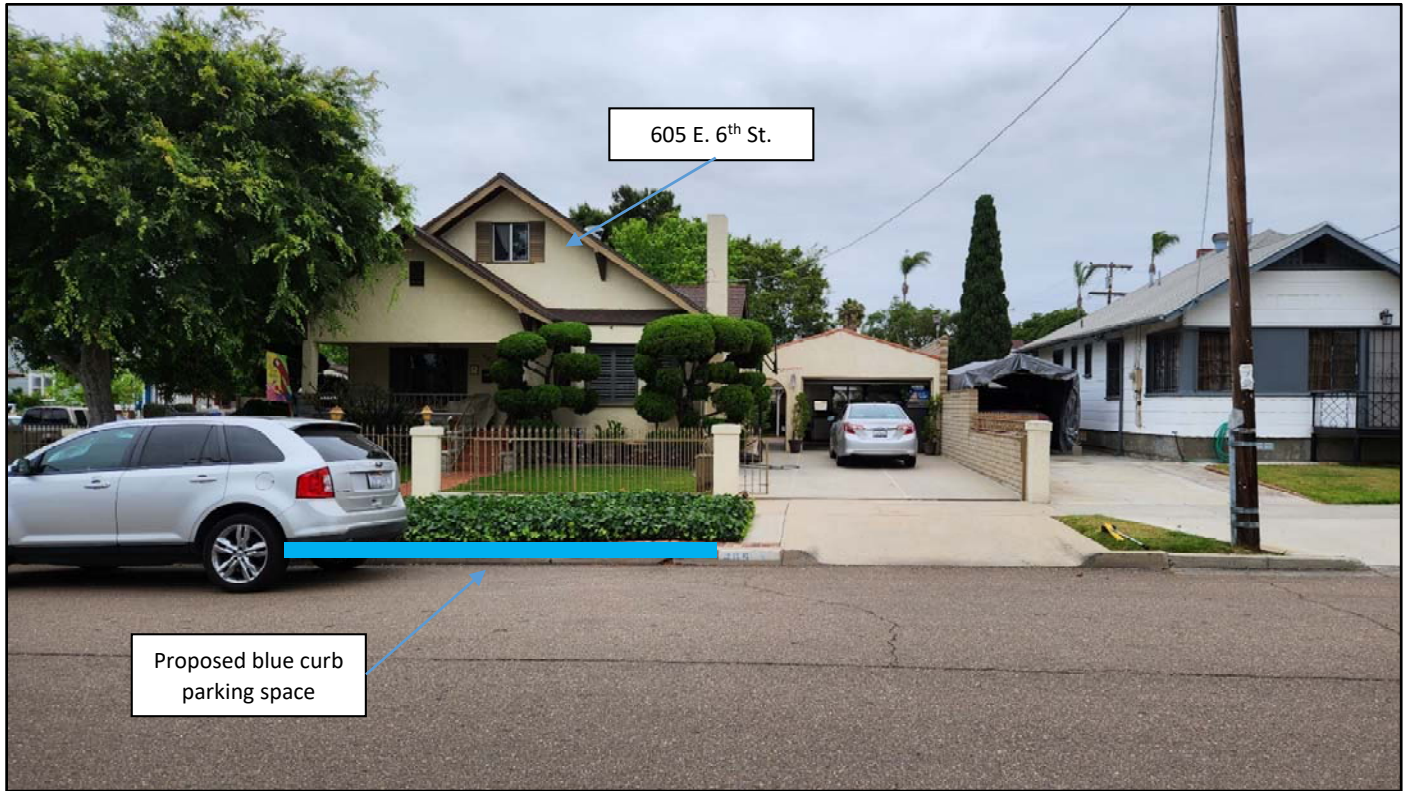
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Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-08)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-08)





Location of proposed blue curb disabled persons parking space in front of 605 E. 6th Street (Looking North)

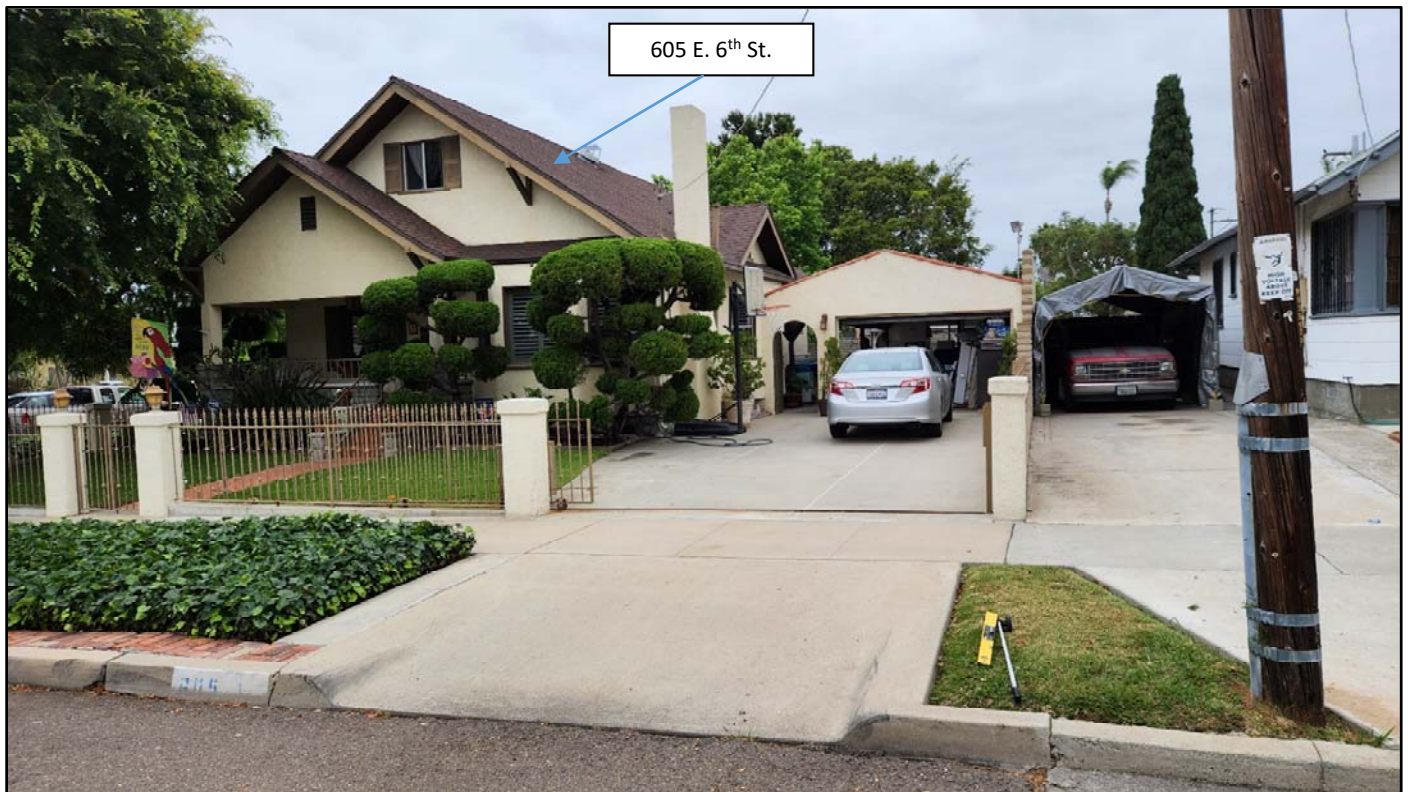


Photo of the driveway and garage at 605 E. 6th Street (Looking North-West)



Photo of the garage at 605 E. 6th Street (Looking North)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2023 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING
SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 605 E 6TH STREET**

WHEREAS, Mr. Ramon Camacho, resident of 605 E. 6th Street, has requested a blue curb disabled persons parking space in front of his residence; and

WHEREAS, the resident and his daughter possess a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that there are two disabled people living in the house and each of them has a vehicle; and

WHEREAS, Mr. Camacho stated that since it is difficult for them to find parking in front of their residence they all have to park their vehicles along their driveway, crowding the driveway and making it challenging to exit; and

WHEREAS, staff visited the site and observed that Mr. Camacho's residence has a driveway and a garage; and

WHEREAS, the driveway is approximately 36 feet long by 17 feet wide with negligible slope and the garage is 13 feet wide by 18 feet long; and

WHEREAS, the minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide; and

WHEREAS, the resident has a driveway big enough to accommodate one vehicle, however, the driveway and garage are not big enough to accommodate the second vehicle; and

WHEREAS, this condition is not met since the resident has off-street parking for one vehicle and does not have off-street parking for the second vehicle; and

WHEREAS, this item was presented to the Traffic Safety Committee on June 14, 2023; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mr. Ramon Camacho and his daughter were in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage in front of the residence at 605 E. 6th Street, since all three conditions of the Special Hardship Cases section of National City Municipal Code section 11.32.25(c) disabled persons parking zone, are met.

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

Section 1: That the City Council hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 605 E. 6th Street.

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

PASSED and ADOPTED this 1st day of August, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development - Neighborhood Services
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Temporary Use Permit – Spirit Halloween Retail Tent Store Hosted by Spirit Halloween at Westfield Plaza Bonita Mall from September 15, 2023 thru November 3, 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 Spirit Halloween to open a temporary outdoor Spirit Halloween Retail Tent Store at Plaza Bonita Mall from September 15, 2023 thru November 3, 2023. Daily hours of operations will be from 10 a.m. to 8 p.m.

This 100' x 100' tent will be set-up on the Westside parking lot of the mall adjacent to Ring Road within lot number location known as Lot #1. This outdoor tent will provide the community with a wide product selection of seasonal items such as Halloween costumes, decorations, and accessories.

FINANCIAL STATEMENT:

City fee of \$312.00 for processing the TUP through various City departments, plus \$751.00 for Fire Department and \$273.00 for Building.
Total fees: \$ 1,336.00

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 Spirit Halloween
Exhibit B – Conditions of Approval Spirit Halloween



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

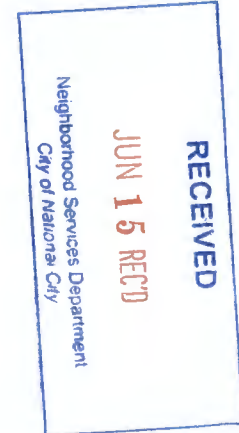
- Fair/Festival, Parade/March, Walk or Run, Concert/Performance, TUP, Sporting Event, Other (specify)

Event Name & Location

Event Title Spint Halloween
Event Location (list all sites being requested) 3030 Plaza Bonita Rd

Event Times

Set-Up Starts Date 08-02-2023 Time 9:30am Day of Week Wednesday
Event Starts Date 08-15-2023 Time 10:00am Day of Week Tuesday
Event Ends Date 11-03-2023 Time 8:00pm Day of Week Friday
Breakdown Ends Date 11-15-2023 Time 8:00pm Day of Week Wednesday



Applicant Information

Applicant (Your name) Brandon DeSorbo Sponsoring Organization Spint Halloween
Event Coordinator (if different from applicant) David Laughter
Mailing Address 10275 Spruce Woodlands Way, Escondido CA, 92026
Day Phone (760)705-0112 After Hours Phone Cell Fax
Public Information Phone (760)213-8950 E-mail spdist23301@spinthalloween.cor

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: [Redacted] Date 06-12-2023

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):

\$_____Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$_____Estimated Expenses for this event.

\$_____What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Estimated Attendance

Anticipated # of Participants: _____ Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** **No** First aid/CPR certified? **Yes** **No**

First aid station to be staffed by professional company. ▶ Company _____

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?

_____ # of canopies size _____

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
 Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
 Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl
Lighting (from _____ to _____)

Using on-site electricity

For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s)

For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$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 # _____ Dimensions _____

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? **Yes** **No**

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____
Company Phone

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- City to install litter fence
- Applicant to install litter fence
- N/A

Breaking down set-up the day after the event?

- Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____
- No, breakdown will occur on the event day.

How are you handling clean-up?

- Using City crews
- Using volunteer clean-up crew during and after event.
- Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: _____	
Event Address: _____	Expected # of Attendees: _____
Event Host/Coordinator: _____	Phone Number: _____

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: _____			
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			
Do all storm drains have screens to temporarily protect trash and debris from entering?			
Are spill cleanup kits readily available at designated spots?			

* 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: _____

Person in Charge of Activity: _____

Address: _____

Telephone: _____ Date(s) of Use: _____

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: _____ Date: _____

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 SPIRIT HALLOWEEN SUPERSTORES, LLC
Business Location 3030 PLAZA BONITA RD 1025
NATIONAL CITY, CA 91950-8010
Business Owner(s) STEVE B (PRES/CEO) SILVERSTEIN
JEFF SCHAFFER (ZONE MANAGER)

Business Type Retail Sales - General
Account Number 09019446
Effective Date January 01, 2023
Expiration Date December 31, 2023

ANDREW GALASSO
SPIRIT HALLOWEEN SUPERSTORES, LLC
6826 BLACK HORSE PIKE
EGG HARBOR TOWNSHIP, NJ 08234-4132

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.

SPIRIT HALLOWEEN SUPERSTORES, LLC

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 SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of National City

BUSINESS TAX CERTIFICATE

ANDREW GALASSO
SPIRIT HALLOWEEN SUPERSTORES, LLC
6826 BLACK HORSE PIKE
EGG HARBOR TOWNSHIP, NJ 08234-4132

Account Number: 09019446
Date of Issue: 01/01/2023

May 10, 2023

City of National City
Attention: Vianey Rivera
Neighborhood Service Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Spirit Halloween Superstores LLC (Spirit Halloween) – Westfield Plaza Bonita

To whom it may concern:

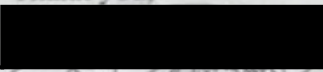
I hereby authorize Andrew Galasso, acting as representative of Spirit Halloween Superstores, LLC to operate a business known as Spirit Halloween in parking lot #1 at Westfield Plaza Bonita during the dates of July 1, 2023 through November 15, 2023.

Andrew Galasso has permission to install temporary power to poles in parking lot #2 to provide power during the temporary use time if adequate power is not already in place.

Andrew Galasso 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,


Jessica O'Brien
General Manager

Westfield PLAZA BONITA
3030 Plaza Bonita Road #2075
National City, CA 91950

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Spirit Halloween
EVENT: Spirit Halloween
DATE OF EVENT: August 15, 2023 – November 3, 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:

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

ENGINEERING

No comments

COMMUNITY SERVICES

No comments

FINANCE

No comments

COMMUNITY DEVELOPMENT

Planning

No comments

Building

A Building permit will be required for the Generator

Fees:

Generator \$64

Travel and Documentation \$151

Permit Issuance \$58

Total fees: \$ 273.00

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

FIRE (619) 336-4550

\$751.00 TENT FEE

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 14 feet.
- 3) Fire Hydrants surrounding the tent shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk and out of the Fire Lane 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 \$391.00.
 - Canopies from 501-600 square feet shall be \$436.00.
 - Canopies from 601 square feet 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 or canopies 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 feet 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 or canopy 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.
- 9) Exit doors and openings from tents or canopies shall remain open, unobstructed and identified unless covered by a flame-resistant curtain (State Fire Marshal approved). The curtain shall comply with the following:
 - Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit.
 - Curtains shall be of a color, or colors, that contrast with the color of the tent or canopy.
- 10) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point.
- 11) 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.
- 12) All chairs used for seating inside the tent or canopy shall be secured to one another using approved chair binding methods.
- 13) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more. Exits, aisles and passageways shall not be blocked or have the minimum clear width obstructed in any manner.
- 14) Exit signs shall be **GREEN** in color and shall be of an approved self-lumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
 - Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less.
- 15) Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power.

- 16) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements and inspection of electrical
- 17) Vehicles shall be isolated from contact with the tents or canopies, Vehicles shall be at least **20** feet away from tents or canopies
- 18) Every room or space (fenced in location), shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall posted by the Building or Fire Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded. Occupant load sign shall be clearly visible at all times and maintained at all times.
- 20) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted.
- 21) Spot or effect lighting shall only be by electricity, and all combustibles construction located within 6 feet of such equipment shall be protected with approved noncombustible insulation not less than 9.25 inches thick.
- 22) There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside the tent structure.
- 23) The floor surface inside tents and canopy structures and grounds outside and within a 30-foot perimeter shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises. Combustible waste shall be removed from the structure as necessary and daily to meet code.
- 24) **A fire safety inspection is to be conducted by the Fire Department prior to operations of the event.**
- 25) **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.**
- 26) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$211.00) dollars.
- 27) Fire Department fees can only be waived by City Council.

- 28) All Tent's, Canopies, Jumpers, Bounce Houses, Inflatables, Stage coverings etc. shall have a Certificate of State Fire Marshal flame resistance shall be provided to the National City Fire Department before the event.
- 29) The fence around and the tent must have Building Department approved exits.
- 30) Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as "Temporary Wiring" only.
- 31) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit **uninterrupted operation** during normal operating hours.
- 32) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure.
- 33) A clear **revised** site map shall be required for this event to include requirements mentioned in this document.

FUEL STORAGE

- 34) Internal combustion power sources that may be used for "Emergency Power" shall be of adequate capacity to permit **uninterrupted operation** during normal operating hours.
- 35) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure.
- 36) A drip pan shall be used to capture oils and fuel lost during normal operation.
- 37) Diesel fuel stored, shall be no more than 10 gallons of fuel. Diesel fuel shall be stored no closer than 20 feet from generator.
- 38) Diesel fuel shall be protected from impact of surrounding vehicles and machinery (20 feet). Container holding fuel, shall meet all state and federal guidelines for holding vessel and storage.
- 39) Approved holding vessel (container) shall be labeled (DOT) so as to describe its contents. Label shall be visible to all oncoming emergency personal.
- 40) Diesel fuel container shall have secondary containment to meet code.
- 41) Diesel fuel container shall be bonded and grounded to meet code.

- 42) Dispensing of fuel shall meet code requirements for the correct dispensing of flammable and combustible liquids. Gravity style dispensing apparatus shall not be used.
- 43) 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.
- 44) 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.

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



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Investment Transactions for the Month ended May 31, 2023.

RECOMMENDATION:

Accept and File the Investment Transaction Ledger for the Month ended May 31, 2023.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's Investment Portfolio for the month ending May 31, 2023.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$1,293,361.30 and dispositions of \$1,234,107.93.

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.

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – 2023-0531 Investment Transaction Ledger



City of National City

MONTHLY ACCOUNT STATEMENT

MAY 1, 2023 THROUGH MAY 31, 2023

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/02/2023	60934N807	328.83	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	328.83	0.00	328.83	0.00
Purchase	05/06/2023	60934N807	812.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	812.50	0.00	812.50	0.00
Purchase	05/10/2023	60934N807	10,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	10,000.00	0.00	10,000.00	0.00
Purchase	05/12/2023	60934N807	573.75	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	573.75	0.00	573.75	0.00
Purchase	05/15/2023	60934N807	13,437.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	13,437.50	0.00	13,437.50	0.00
Purchase	05/15/2023	60934N807	483.08	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	483.08	0.00	483.08	0.00
Purchase	05/15/2023	60934N807	290.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	290.00	0.00	290.00	0.00
Purchase	05/15/2023	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	305.50	0.00	305.50	0.00
Purchase	05/15/2023	60934N807	4,504.06	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	4,504.06	0.00	4,504.06	0.00
Purchase	05/15/2023	60934N807	6,594.83	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	6,594.83	0.00	6,594.83	0.00
Purchase	05/15/2023	60934N807	6,953.85	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	6,953.85	0.00	6,953.85	0.00
Purchase	05/15/2023	60934N807	11,205.94	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	11,205.94	0.00	11,205.94	0.00
Purchase	05/15/2023	60934N807	11,482.03	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	11,482.03	0.00	11,482.03	0.00
Purchase	05/15/2023	60934N807	8,224.11	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	8,224.11	0.00	8,224.11	0.00
Purchase	05/15/2023	60934N807	4,212.05	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	4,212.05	0.00	4,212.05	0.00
Purchase	05/15/2023	60934N807	5,850.23	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	5,850.23	0.00	5,850.23	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/15/2023	60934N807	12,486.78	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	12,486.78	0.00	12,486.78	0.00
Purchase	05/17/2023	58933YBH7	105,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	99.919	4.07%	104,914.95	0.00	104,914.95	0.00
Purchase	05/17/2023	60934N807	911.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	911.25	0.00	911.25	0.00
Purchase	05/18/2023	60934N807	10,090.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	10,090.25	0.00	10,090.25	0.00
Purchase	05/22/2023	60934N807	162.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	162.50	0.00	162.50	0.00
Purchase	05/22/2023	60934N807	130,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	130,000.00	0.00	130,000.00	0.00
Purchase	05/22/2023	60934N807	88.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	88.00	0.00	88.00	0.00
Purchase	05/22/2023	60934N807	3,654.90	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	3,654.90	0.00	3,654.90	0.00
Purchase	05/22/2023	60934N807	2,420.70	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	2,420.70	0.00	2,420.70	0.00
Purchase	05/24/2023	60934N807	400.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	400.00	0.00	400.00	0.00
Purchase	05/25/2023	60934N807	10,114.01	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	10,114.01	0.00	10,114.01	0.00
Purchase	05/25/2023	60934N807	8,298.70	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	8,298.70	0.00	8,298.70	0.00
Purchase	05/26/2023	60934N807	466,818.21	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	466,818.21	0.00	466,818.21	0.00
Purchase	05/26/2023	91282CGT2	425,000.00	US Treasury Note 3.625% Due 3/31/2028	98.867	3.88%	420,185.55	2,357.24	422,542.79	0.00
Purchase	05/27/2023	60934N807	725.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	725.00	0.00	725.00	0.00
Purchase	05/30/2023	3137FG6X8	720,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	98.164	4.65%	706,781.25	2,233.00	709,014.25	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/31/2023	60934N807	34,475.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.68%	34,475.00	0.00	34,475.00	0.00
Subtotal			2,015,903.56				1,997,785.31	4,590.24	2,002,375.55	0.00
Short Sale	05/30/2023	60934N807	-709,014.25	Federated Investors Govt Oblig Fund Inst.	1.000		-709,014.25	0.00	-709,014.25	0.00
Subtotal			-709,014.25				-709,014.25	0.00	-709,014.25	0.00
TOTAL ACQUISITIONS			1,306,889.31				1,288,771.06	4,590.24	1,293,361.30	0.00
DISPOSITIONS										
Closing Purchase	05/30/2023	60934N807	-709,014.25	Federated Investors Govt Oblig Fund Inst.	1.000		-709,014.25	0.00	-709,014.25	0.00
Subtotal			-709,014.25				-709,014.25	0.00	-709,014.25	0.00
Sale	05/17/2023	60934N807	104,914.95	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	104,914.95	0.00	104,914.95	0.00
Sale	05/26/2023	3137EAEV7	900,000.00	FHLMC Note 0.25% Due 8/24/2023	98.754	5.41%	888,786.00	575.00	889,361.00	-10,251.00
Sale	05/30/2023	60934N807	709,014.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	709,014.25	0.00	709,014.25	0.00
Subtotal			1,713,929.20				1,702,715.20	575.00	1,703,290.20	-10,251.00
Paydown	05/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	305.50	305.50	0.00
Paydown	05/15/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	290.00	290.00	0.00
Paydown	05/15/2023	47787NAC3	4,498.29	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		4,498.29	5.77	4,504.06	0.68
Paydown	05/15/2023	47788UAC6	6,571.98	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		6,571.98	22.85	6,594.83	1.26
Paydown	05/15/2023	47789KAC7	6,942.26	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		6,942.26	11.59	6,953.85	0.42



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	05/15/2023	47789QAC4	11,147.44	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		11,147.44	58.50	11,205.94	0.99
Paydown	05/15/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	483.08	483.08	0.00
Paydown	05/15/2023	58769KAD6	11,438.78	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		11,438.78	43.25	11,482.03	0.86
Paydown	05/15/2023	89232HAC9	8,211.66	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		8,211.66	12.45	8,224.11	-189.25
Paydown	05/15/2023	89236XAC0	4,203.71	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		4,203.71	8.34	4,212.05	0.78
Paydown	05/15/2023	89237VAB5	5,839.01	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		5,839.01	11.22	5,850.23	0.45
Paydown	05/15/2023	89240BAC2	12,455.85	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		12,455.85	30.93	12,486.78	2.31
Paydown	05/18/2023	43813KAC6	10,066.22	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		10,066.22	24.03	10,090.25	1.48
Paydown	05/22/2023	43813GAC5	3,645.94	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		3,645.94	8.96	3,654.90	0.07
Paydown	05/22/2023	43813RAC1	2,413.29	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		2,413.29	7.41	2,420.70	0.47
Paydown	05/22/2023	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	88.00	88.00	0.00
Paydown	05/25/2023	05601XAC3	10,004.02	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		10,004.02	109.99	10,114.01	1.50
Paydown	05/25/2023	09690AAC7	8,281.58	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		8,281.58	17.12	8,298.70	0.86
Subtotal			105,720.03				105,720.03	1,538.99	107,259.02	-177.12



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	05/22/2023	3135G04Q3	130,000.00	FNMA Note 0.25% Due 5/22/2023	100.000		130,000.00	0.00	130,000.00	391.30
Subtotal			130,000.00				130,000.00	0.00	130,000.00	391.30
Security Withdrawal	05/11/2023	60934N807	2,572.96	Federated Investors Govt Oblig Fund Inst.	1.000		2,572.96	0.00	2,572.96	0.00
Subtotal			2,572.96				2,572.96	0.00	2,572.96	0.00
TOTAL DISPOSITIONS			1,243,207.94				1,231,993.94	2,113.99	1,234,107.93	-10,036.82

OTHER TRANSACTIONS										
Interest	05/06/2023	3137EAEZ8	650,000.00	FHLMC Note 0.25% Due 11/6/2023	0.000		812.50	0.00	812.50	0.00
Interest	05/10/2023	665859AW4	500,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.000		10,000.00	0.00	10,000.00	0.00
Interest	05/12/2023	023135BW5	255,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.000		573.75	0.00	573.75	0.00
Interest	05/15/2023	912828R36	1,000,000.00	US Treasury Note 1.625% Due 5/15/2026	0.000		8,125.00	0.00	8,125.00	0.00
Interest	05/15/2023	91282CDH1	650,000.00	US Treasury Note 0.75% Due 11/15/2024	0.000		2,437.50	0.00	2,437.50	0.00
Interest	05/15/2023	91324PEC2	500,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.000		2,875.00	0.00	2,875.00	0.00
Interest	05/17/2023	14913R2L0	405,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.000		911.25	0.00	911.25	0.00
Interest	05/22/2023	3135G04Q3	130,000.00	FNMA Note 0.25% Due 5/22/2023	0.000		162.50	0.00	162.50	0.00
Interest	05/24/2023	459058JM6	320,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.000		400.00	0.00	400.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	05/27/2023	3135G06H1	580,000.00	FNMA Note 0.25% Due 11/27/2023	0.000		725.00	0.00	725.00	0.00
Interest	05/31/2023	912828ZT0	675,000.00	US Treasury Note 0.25% Due 5/31/2025	0.000		843.75	0.00	843.75	0.00
Interest	05/31/2023	91282CAZ4	800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000		1,500.00	0.00	1,500.00	0.00
Interest	05/31/2023	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.000		6,250.00	0.00	6,250.00	0.00
Interest	05/31/2023	91282CET4	850,000.00	US Treasury Note 2.625% Due 5/31/2027	0.000		11,156.25	0.00	11,156.25	0.00
Interest	05/31/2023	91282CFZ9	760,000.00	US Treasury Note 3.875% Due 11/30/2027	0.000		14,725.00	0.00	14,725.00	0.00
Subtotal			9,075,000.00				61,497.50	0.00	61,497.50	0.00
Dividend	05/02/2023	60934N807	126,297.42	Federated Investors Govt Oblig Fund Inst.	0.000		328.83	0.00	328.83	0.00
Subtotal			126,297.42				328.83	0.00	328.83	0.00
TOTAL OTHER TRANSACTIONS			9,201,297.42				61,826.33	0.00	61,826.33	0.00



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Warrant Register #47 for the period of 5/19/23 through 5/25/23 in the amount of \$861,528.38.

RECOMMENDATION:

Ratify Warrants Totaling \$861,528.38

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 5/19/23 – 5/25/23. Consistent with the 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>
Tri-Group Construction	363545	62,869.99	CIP 19-19 Roosevelt Smart Growth
Public Emp Ret System	230525	293,187.60	Serv. Per. 05/02/2023 - 05/15/2023
Kaiser Foundation HP	363514	236,343.97	Group No. 104220 May 2023

FINANCIAL STATEMENT:

Warrant total \$861,528.38

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Warrant Register No. 47



**WARRANT REGISTER # 47
5/25/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Council</u>				
BUSH	REIMBURSEMENT - HM DIVERSITY BREAKFAST	363491	5/25/23	300.00
	Total for Department			300.00
<u>Police</u>				
ACE UNIFORMS & ACCESSORIES INC	LASER EYE PROTECTION	363485	5/25/23	13,199.38
BLUE RIDGE ARMOR LLC	BALLISTIC SHEILDS	363490	5/25/23	14,754.00
GOVCONNECTION INC	FORTINET SUPPORT AND RENEWAL / PD	363505	5/25/23	16,876.91
POLICE AND FIRE PSYCHOLOGY	PSYCH TESTING FOR RECRUIT EID	363527	5/25/23	675.00
PROFORCE LAW ENFORCEMENT	PD SUPPLIES	363529	5/25/23	23,677.48
NITV FEDERAL SERVICES LLC	TRAINING TUITION FOR VCISNEROS	363524	5/25/23	1,395.00
CASTRO	CAPE CONFERENCE - VANESSA CASTRO	363492	5/25/23	443.36
FUSTON	IMPAIRED DRIVING APPREHENSION PROGRAM -	363502	5/25/23	467.03
GONZALES	CRISIS NEGOTIATION TEAM LEADERSHIP - ROB	363503	5/25/23	258.62
GUTLAY	NGMA 2023 ANNUAL GRANTS TRAINING - RON G	363508	5/25/23	1,258.86
HERNANDEZ	ASSERTIVE SUPERVISION TRAINING - PAUL HE	363511	5/25/23	681.02
SEGAL	ASSERTIVE SUPERVISION - MARK SEGAL	363532	5/25/23	155.07
SPORTELLI	SPECIAL WEAPONS AND TACTICS COURSE - MIC	363536	5/25/23	1,002.46
STANICH	ADVANCED INSTRUCTOR DEVELOPMENT - PD	363537	5/25/23	112.50
TORRES	CAPE CONFERENCE - RITA TORRES	363543	5/25/23	493.58
	Total for Department			75,450.27
<u>Engineering / PW's</u>				
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	363501	5/25/23	96.31
GONZALEZ	REFILL OF PROPANE	363504	5/25/23	57.03
GRAINGER	MOP 65179 GENERAL SUPPLIES-PW	363506	5/25/23	451.50
HAAKER EQUIPMENT COMPANY	PARTS AND SMALL EQUIPMENT PURCHASES-PW	363509	5/25/23	652.50
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FY23-PW/FACIL	363512	5/25/23	404.73
JUAREZ	WORK BOOTS FOR MARTHA JUAREZ	363513	5/25/23	244.67
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES-PW	363516	5/25/23	39.15
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES-PW	363517	5/25/23	1,464.46
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES-PW	363520	5/25/23	13.80
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY23- PW/EQUIP	363521	5/25/23	484.50
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL FY23-PW/FACI	363522	5/25/23	630.00
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY FY23-PW	363523	5/25/23	877.85
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES-PW	363525	5/25/23	241.47
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES-PW	363526	5/25/23	185.84
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-PW	363528	5/25/23	2,434.34
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / PW	363530	5/25/23	457.47
SDG&E	GAS AND ELECTRIC FOR FACILITIES FY23 MAY	363531	5/25/23	66.17
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES-PW	363533	5/25/23	1,522.39
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES-PW	363535	5/25/23	52.78
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES-PW	363538	5/25/23	562.06
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23 MAR-APR -	363539	5/25/23	1,581.10



**WARRANT REGISTER # 47
5/25/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES-PW	363542	5/25/23	116.73
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES-PW	363546	5/25/23	194.41
WAXIE SANITARY SUPPLY	MIS JANITORIAL SUPPLIES FY23- PW/FACILITIES	363548	5/25/23	3,279.33
WETMORES	MOP 80333 AUTO SUPPLIES-PW	363549	5/25/23	476.33
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES-PW	363550	5/25/23	198.71
CREST EQUIPMENT INC	CIP 19-02 EL TOYON-LAS PALMAS BICYCLE CO	363499	5/25/23	37,124.15
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	363545	5/25/23	62,869.99
			Total for Department	116,779.77
NSD				
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES-NSD	363538	5/25/23	304.08
			Total for Department	304.08
Finance				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 05/02/2023 - 05/15/2023	230525	5/25/23	293,187.60
CITY OF VISTA	CITY OF VISTA FIDUCIARY SVCS FY 21/22	363495	5/25/23	2,000.00
HAMLYN WILLIAMS INC	TEMP SVCS FOR CLEGG, ONNA 30 PRIL 2023	363510	5/25/23	1,806.00
KAISER FOUNDATION HEALTH PLAN	GROUP NO.104220 MAY 2023 KAISER INSURANCE	363514	5/25/23	236,343.97
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES-PW	363538	5/25/23	57.08
THE STAR NEWS	ORD SEWER RATE	363541	5/25/23	125.56
WOODRUFF & SMART	RSWA GENERAL MANAGER MONTHLY SVCS	363551	5/25/23	2,750.00
			Total for Department	536,270.21
Community Services/Nutrition/Library				
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-CSD	363528	5/25/23	445.20
SMART & FINAL	MOP 45756 CASA YOUTH SNACKS	363534	5/25/23	318.83
GUERRERO	FOLKLORICO CLASS / CSD	363507	5/25/23	5,037.20
ALDEMCO	FOOD / NUTRITION CENTER	363486	5/25/23	4,505.83
COZZINI BROS., INC.	KNIFE CLEANING SERVICE	363498	5/25/23	72.00
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES FOR NUTRITION STAFF	363530	5/25/23	530.48
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	363540	5/25/23	4,712.21
			Total for Department	15,621.75
Fire				
CDCE INCORPORATED	PANASONIC TOUGHBOOK	363493	5/25/23	13,026.95
L N CURTIS & SONS	MONSTER BLACK MYS RANCH / FIRE	363515	5/25/23	2,283.75
MONTANO	REIMBURSEMENT, SPANISH CERT ACADEMY	363518	5/25/23	700.00
			Total for Department	16,010.70
Housing				
TRANS-LANG	INTERPERTATION SERVICES	363544	5/25/23	695.00



**WARRANT REGISTER # 47
5/25/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
		Total for Department		695.00
 <u>MIS</u>				
ARCHIVESOCIAL	ARCHIVESOCIAL SOCIAL MEDIA ARCHIVING	363487	5/25/23	5,988.00
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	363488	5/25/23	2,109.42
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	363489	5/25/23	91.17
CDWG	CISCO IP PHONE 8811 - VOIP PHONE~	363494	5/25/23	7,127.71
CORELOGIC SOLUTIONS LLC	REALQUEST MONTHLY REPORTS FY23	363496	5/25/23	66.76
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	363497	5/25/23	2,596.70
DELL MARKETING L P	DELL LATITUDE 3520 LAPTOP, BTX	363500	5/25/23	13,045.19
GOVCONNECTION INC	VMWARE VSPHERE LICENSING	363505	5/25/23	34,767.53
MOTOROLA SOLUTIONS INC	NETRMS CAD INTERFACE MAINTENANCE	363519	5/25/23	2,645.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES-PW	363538	5/25/23	133.75
VIRTUAL PROJECT MANAGER LLC	VIRTUAL PM RENEWAL	363547	5/25/23	15,000.00
		Total for Department		83,571.23
		A/P Warrant Total		845,003.01
 WIRED PAYMENTS				
<u>MIS</u>				
U S BANK	US BANK CARD PAYMENT / MIS	325535	5/19/23	2,907.25
 <u>CMO</u>				
U S BANK	US BANK CARD PAYMENT / CMO	325535	5/19/23	884.76
 SECTION 8 HAPS	Start Date	End Date		
	6/8/2023	6/16/2023		12,733.36
		GRAND TOTAL		861,528.38



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 1, 2023
Approved by: Scott Huth, Acting City Manager

SUBJECT:

Warrant Register #48 for the period of 5/26/23 through 6/01/23 in the amount of \$5,847,820.67.

RECOMMENDATION:

Ratify Warrants Totaling \$5,847,820.67

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 5/26/23 – 6/01/23. Consistent with the 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>
Anser Advisory Mngmnt	363560	92,948.00	CIP Sweetwater Road Protected bike
LC Paving & Sealing	363604	729,272.70	CIP Sweetwater Road Bikeway
HealthNet Inc	363596	68,499.93	Grp# R1192A – June 2023
City of SD	6897	1,784,109.00	Metropolitan Sewage System
Adminsure Inc	6948	95,098.68	WC Compensation Replenishment

FINANCIAL STATEMENT:

Warrant total: \$5,847,820.67

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Warrant Register No. 48



**WARRANT REGISTER # 48
6/1/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Council</u>				
T'S & SIGNS INC	FOAMBOARD - REPRINT MAP - DITAS YAMANE	363631	6/1/23	58.73
NATIONAL CITY TROPHY	MOP 66556 NATIONAL CITY TROPHY	363610	6/1/23	73.79
	Total for Department			132.52
<u>City Attorney</u>				
EXECUTIVE LAW GROUP INC	NON DEPARTMENTAL	363586	6/1/23	6,000.00
	Total for Department			6,000.00
<u>Planning/Building</u>				
BUREAU VERITAS N AMERICA INC	BUREAU VERITAS INSPECTIONS	363567	6/1/23	43,484.13
BUREAU VERITAS N AMERICA INC	BUREAU VERITAS PLAN REVIEWS	363568	6/1/23	24,221.90
ESGIL LLC	ESGIL PLAN CHECKS	363585	6/1/23	13,464.25
	Total for Department			81,170.28
<u>Section 8</u>				
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING FOR APRIL 2022 FOR	363574	6/1/23	1,780.24
	Total for Department			1,780.24
<u>Police</u>				
ACE UNIFORMS & ACCESSORIES INC	UNIFORM TAGS WALTERS	363552	6/1/23	38.68
BASTIDA	TUITION REIMB	363565	6/1/23	1,820.00
SPECIAL SERVICES GROUP LLC	TRACKING RENEWAL SERVICE FOR 4 TRACKERS	363623	6/1/23	2,400.00
THE COUNSELING TEAM	MONTHLY PEER SUPPORT PAYMENT	363628	6/1/23	800.00
ALLAN HANCOCK COLLEGE	TRAINING TUITION FTO TEC	363558	6/1/23	254.19
AYDELOTTE	TRAINING ADV SUB LDG LWRDR CNF	363563	6/1/23	551.13
EMBASSY CONSULTING SVS LLC	TRAINING TUITION PEER SPRT MAYFIELD	363584	6/1/23	250.00
FERNANDO	TRAINING ADV LDG 2023 IAPRO/BLUETEAM SYM	363587	6/1/23	253.06
LACRTC	TRAINING TUITION JV UAS CRWD MANGMNT	363605	6/1/23	135.00
MAYFIELD	TRAINING ADV SUB FOR PEER SUPPORT	363607	6/1/23	525.63
SAVAGE TRAINING GROUP LLC	TRAINING TUITION IA DOUGHERTY	363619	6/1/23	404.00
TEC-DURAZO	TRAINING REIM FTO TEC	363627	6/1/23	612.15
VASQUEZ	TRAINING ADV LDG ADV UAS	363633	6/1/23	393.10
ADAMOS	PEER COUNSELING - MAELIHINI ADAMOS	363553	6/1/23	42.08
VELAZQUEZ	SPECIAL WEAPONS AND TACTICS COURSE - REY	363634	6/1/23	425.77
	Total for Department			8,904.79
<u>Engineering / PW's</u>				
DISCOUNT SPECIALTY CHEMICALS	DEGREASER FY23- PW/STREETS	363582	6/1/23	426.21
GRAINGER	LED BULB FY23-PW/FACILITIES	363589	6/1/23	637.75
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FY23-PW/FACIL	363601	6/1/23	218.41
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-PW	363613	6/1/23	1,274.29



**WARRANT REGISTER # 48
6/1/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / PW'S	363615	6/1/23	74.19
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY23	363620	6/1/23	131.55
STAPLES BUSINESS ADVANTAGE	MOP #45704/OFFICE SUPPLIES/PW'S	363624	6/1/23	53.14
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23 MAR-MAY P	363625	6/1/23	6,996.66
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES FY23-PW/FACILIT	363637	6/1/23	5,012.67
AMAZON	SUGGESTION BOX WITH LOCK - WALL MOUNTED-	363559	6/1/23	29.35
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-20 SWEETWATER ROAD PROTECTED BIKE	363560	6/1/23	92,948.00
ATLAS TECHNICAL CONSULTANTS,	CIP 19-20 SWEETWATER ROAD BIKEWAY - ENG/	363562	6/1/23	984.75
CHEN RYAN ASSOCIATES INC	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENH	363571	6/1/23	1,895.00
D-MAX ENGINEERING INC	CIP 22-46 STORM WATER SERVICES - ENG/PW	363583	6/1/23	22,649.01
GEOSYNTEC CONSULTANTS INC	CNC DUCK POND GW MONITORING - ENG/PW	363588	6/1/23	1,092.00
HDR ENGINEERING, INC.	CIP 19-11 PARADISE CREEK AT PLAZA PHASE	363591	6/1/23	2,348.50
INNOVATIVE CONSTRUCTION	CIP 22-06 MLK COMMUNITY CENTER- ENG/PW	363602	6/1/23	30,693.50
KIMLEY HORN AND	CIP 19-02 EL TOYON LAS PALMAS - ENG/PW	363603	6/1/23	5,251.10
L C PAVING & SEALING INC	CIP 19-20 SWEETWATER ROAD BIKEWAY - ENG/	363604	6/1/23	729,272.70
PROJECT PROFESSIONALS CORP	CIP 19-33 PARADISE CREEK ED PARK EXTENSI	363614	6/1/23	47,031.62
RANDALL LAMB ASSOCIATES INC	CIP 19-42 NCPD STANDBY POWER CONVERSION	363616	6/1/23	2,617.50
			Total for Department	951,637.90
<u>Risk</u>				
ALARCON	LIABILITY CLAIM COST	363555	6/1/23	185.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	363572	6/1/23	6,900.00
			Total for Department	7,085.00
<u>CMO</u>				
STAPLES BUSINESS ADVANTAGE	MOP #45704/OFFICE SUPPLIES/CMO	363624	6/1/23	113.62
TIP OF SAN DIEGO COUNTY	24 HOUR VOLUNTEER RESPONSE SERVICES	363630	6/1/23	8,425.95
			Total for Department	8,539.57
<u>Finance</u>				
C A P F	JUNE 2023 - FIRE LTD	363569	6/1/23	1,298.00
CALIFORNIA LAW ENFORCEMENT	JUNE 2023 - PD LTD	363570	6/1/23	2,322.00
DELTA DENTAL INSURANCE CO	JUNE 2023 GRP #05-7029600000 PMI DENTAL	363578	6/1/23	1,824.86
DELTA DENTAL INSURANCE CO	JUNE 2023-GRP #05-7029600002 COBRA DENTA	363579	6/1/23	34.00
DELTA DENTAL OF CALIFORNIA	JUNE 2023-GRP #05-0908601002 COBRA PREMIUM	363581	6/1/23	45.22
HEALTH NET	GRP #N8239A - JUNE 2023 HEALTH NET	363592	6/1/23	2,894.14
HEALTH NET	GRP #N8239C - JUNE 2023 HEALTH NET	363593	6/1/23	1,734.92
HEALTH NET	GRP #N8240A - JUNE 2023 HEALTH NET	363594	6/1/23	1,346.10
HEALTH NET	GRP #R1192R - JUNE 2023 HEALTH NET - D.J	363595	6/1/23	923.49
HEALTH NET INC	GRP # R1192A - JUNE 2023 HEALTH NET INS	363596	6/1/23	68,499.93
HEALTH NET INC	GRP # GX011A - MAY 2023 HEALTH NET INS	363597	6/1/23	27,945.39
HEALTH NET INC	GRP # LB439A - JUNE 2023 HEALTH NET INS	363598	6/1/23	16,017.80
HEALTH NET INC	GRP. # 57135A - JUNE 2023 HEALTH NET IN	363599	6/1/23	1,289.72
HEALTH NET INC	GRP. # LB439F - JUNE 2023 HEALTH NET IN	363600	6/1/23	774.98



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
OPTUM	HSA BANKING FEES	363611	6/1/23	97.50
RELIANCE STANDARD	JUNE 2023 - GRP VAI826233 VCI801146 & VG	363617	6/1/23	3,512.36
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - JUNE 2023 LIFE & AD&D LTD	363629	6/1/23	9,273.76
DELTA DENTAL OF CALIFORNIA	JUNE 2023-GRP #05-0908600000 DENTAL INS	363641	6/1/23	16,234.98
ANDERSON	RETIREE HEALTH BENEFITS - JUN 2023	363642	6/1/23	110.00
BAVENCOFF JR	RETIREE HEALTH BENEFITS - JUN 2023	363643	6/1/23	500.00
BEARD	RETIREE HEALTH BENEFITS - JUN 2023	363644	6/1/23	70.00
BECK	RETIREE HEALTH BENEFITS - JUN 2023	363645	6/1/23	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - JUN 2023	363646	6/1/23	640.00
BISHOP	RETIREE HEALTH BENEFITS - JUN 2023	363647	6/1/23	110.00
BOEGLER	RETIREE HEALTH BENEFITS - JUN 2023	363648	6/1/23	260.00
BULL	RETIREE HEALTH BENEFITS - JUN 2023	363649	6/1/23	580.00
CAMEON	RETIREE HEALTH BENEFITS - JUN 2023	363650	6/1/23	400.00
CANEDO	RETIREE HEALTH BENEFITS - JUN 2023	363651	6/1/23	620.00
CARRILLO	RETIREE HEALTH BENEFITS - JUN 2023	363652	6/1/23	290.00
CASTELLANOS	RETIREE HEALTH BENEFITS - JUN 2023	363653	6/1/23	500.00
COLE	RETIREE HEALTH BENEFITS - JUN 2023	363654	6/1/23	165.00
COLLINSON	RETIREE HEALTH BENEFITS - JUN 2023	363655	6/1/23	420.00
CONDON	RETIREE HEALTH BENEFITS - JUN 2023	363656	6/1/23	280.00
CORDERO	RETIREE HEALTH BENEFITS - JUN 2023	363657	6/1/23	520.00
DALLA	RETIREE HEALTH BENEFITS - JUN 2023	363658	6/1/23	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - JUN 2023	363659	6/1/23	250.00
DEESE	RETIREE HEALTH BENEFITS - JUN 2023	363660	6/1/23	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - JUN 2023	363661	6/1/23	110.00
DIAZ	RETIREE HEALTH BENEFITS - JUN 2023	363662	6/1/23	680.00
DREDGE	RETIREE HEALTH BENEFITS - JUN 2023	363663	6/1/23	250.00
DUONG	RETIREE HEALTH BENEFITS - JUN 2023	363664	6/1/23	280.00
EISER III	RETIREE HEALTH BENEFITS - JUN 2023	363665	6/1/23	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - JUN 2023	363666	6/1/23	620.00
ETZLER	RETIREE HEALTH BENEFITS - JUN 2023	363667	6/1/23	460.00
FABINSKI	RETIREE HEALTH BENEFITS - JUN 2023	363668	6/1/23	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - JUN 2023	363669	6/1/23	270.00
FIFIELD	RETIREE HEALTH BENEFITS - JUN 2023	363670	6/1/23	540.00
GAUT	RETIREE HEALTH BENEFITS - JUN 2023	363671	6/1/23	700.00
GELSKEY	RETIREE HEALTH BENEFITS - JUN 2023	363672	6/1/23	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - JUN 2023	363673	6/1/23	120.00
GONZALES	RETIREE HEALTH BENEFITS - JUN 2023	363674	6/1/23	480.00
HARLAN	RETIREE HEALTH BENEFITS - JUN 2023	363675	6/1/23	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JUN 2023	363676	6/1/23	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JUN 2023	363677	6/1/23	680.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JUN 2023	363678	6/1/23	400.00
HODGES	RETIREE HEALTH BENEFITS - JUN 2023	363679	6/1/23	200.00
IBARRA	RETIREE HEALTH BENEFITS - JUN 2023	363680	6/1/23	780.00
JONES	RETIREE HEALTH BENEFITS - JUN 2023	363681	6/1/23	60.00
JONES	RETIREE HEALTH BENEFITS - JUN 2023	363682	6/1/23	480.00
JUNIEL	RETIREE HEALTH BENEFITS - JUN 2023	363683	6/1/23	50.00
KIMBLE	RETIREE HEALTH BENEFITS - JUN 2023	363684	6/1/23	300.00



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KLOS	RETIREE HEALTH BENEFITS - JUN 2023	363685	6/1/23	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - JUN 2023	363686	6/1/23	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - JUN 2023	363687	6/1/23	160.00
MATIENZO	RETIREE HEALTH BENEFITS - JUN 2023	363688	6/1/23	100.00
MCCABE	RETIREE HEALTH BENEFITS - JUN 2023	363689	6/1/23	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - JUN 2023	363690	6/1/23	290.00
MEEKS	RETIREE HEALTH BENEFITS - JUN 2023	363691	6/1/23	460.00
MENDOZA	RETIREE HEALTH BENEFITS - JUN 2023	363692	6/1/23	290.00
MINER	RETIREE HEALTH BENEFITS - JUN 2023	363693	6/1/23	580.00
MUNOZ	RETIREE HEALTH BENEFITS - JUN 2023	363694	6/1/23	640.00
NAGLE	RETIREE HEALTH BENEFITS - JUN 2023	363695	6/1/23	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - JUN 2023	363696	6/1/23	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - JUN 2023	363697	6/1/23	360.00
PAUU JR	RETIREE HEALTH BENEFITS - JUN 2023	363698	6/1/23	340.00
PE	RETIREE HEALTH BENEFITS - JUN 2023	363699	6/1/23	300.00
PEASE JR	RETIREE HEALTH BENEFITS - JUN 2023	363700	6/1/23	140.00
POST	RETIREE HEALTH BENEFITS - JUN 2023	363701	6/1/23	280.00
RAY	RETIREE HEALTH BENEFITS - JUN 2023	363702	6/1/23	190.00
REDIKOP	RETIREE HEALTH BENEFITS - JUN 2023	363703	6/1/23	400.00
RIOS	RETIREE HEALTH BENEFITS - JUN 2023	363704	6/1/23	240.00
ROARK	RETIREE HEALTH BENEFITS - JUN 2023	363705	6/1/23	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - JUN 2023	363706	6/1/23	260.00
ROUSTON	RETIREE HEALTH BENEFITS - JUN 2023	363707	6/1/23	660.00
RUIZ	RETIREE HEALTH BENEFITS - JUN 2023	363708	6/1/23	310.00
SAINZ	RETIREE HEALTH BENEFITS - JUN 2023	363709	6/1/23	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - JUN 2023	363710	6/1/23	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - JUN 2023	363711	6/1/23	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - JUN 2023	363712	6/1/23	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - JUN 2023	363713	6/1/23	480.00
SILVA	RETIREE HEALTH BENEFITS - JUN 2023	363714	6/1/23	580.00
SMITH	RETIREE HEALTH BENEFITS - JUN 2023	363715	6/1/23	320.00
SMITH	RETIREE HEALTH BENEFITS - JUN 2023	363716	6/1/23	560.00
TIPTON	RETIREE HEALTH BENEFITS - JUN 2023	363717	6/1/23	250.00
UNGAB	RETIREE HEALTH BENEFITS - JUN 2023	363718	6/1/23	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - JUN 2023	363719	6/1/23	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - JUN 2023	363720	6/1/23	480.00
WHITE	RETIREE HEALTH BENEFITS - JUN 2023	363721	6/1/23	230.00
WILKINS	RETIREE HEALTH BENEFITS - JUN 2023	363722	6/1/23	520.00
YBARRA	RETIREE HEALTH BENEFITS - JUN 2023	363723	6/1/23	220.00
			Total for Department	186,794.15
Fire				
BEST BUY BUSINESS	LG -86"CLASS UQ75 SERIES LED 4K 7HD/FIRE	363566	6/1/23	1,610.60
MAZICH	REIMBURSEMENT OF EMT EXPNSES, S MAZICH/F	363608	6/1/23	165.00
MENDOZA III	REIMBURSEMENT, EMT EXPENSES/ S. MENDOZA	363609	6/1/23	165.50
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / FIRE	363615	6/1/23	25.00



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SMART & FINAL	MOP #45756, FIRST STREET WATER/FIRE	363622	6/1/23	57.40
STAPLES BUSINESS ADVANTAGE	MOP #45704/OFFICE SUPPLIES/FIRE	363624	6/1/23	155.10
WAXIE SANITARY SUPPLY	WAXIE-GREEN SOLSTA 543 GLASS/FIRE	363636	6/1/23	85.84
WESTCOAST SAW LLC	BAR BOX MUFFLER COVER	363638	6/1/23	541.26
ZOLL MEDICAL CORP	DUAL LUMEN NIBP TUBING ASSEMBLY, 5 FT/FI	363640	6/1/23	810.67
			Total for Department	3,616.37
 <u>Human Resources</u>				
ADMINSURE INC	WORKER'S COMP CLAIMS - JUNE	363554	6/1/23	8,353.00
BABD DATA SERVICES LLC	DATA SERVICES - REPORTING ENTITY	363564	6/1/23	1,000.00
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	363573	6/1/23	773.00
DAY	EDUCATION REIMBURSEMENT	363577	6/1/23	425.00
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	363606	6/1/23	11,980.83
PICHE	LICENSE REIMBURSEMENT	363612	6/1/23	53.00
ROJAS	EDUCATION REIMBURSEMENT	363618	6/1/23	3,860.00
SMART & FINAL	MOP #45756, SUPPLIES / HR	363622	6/1/23	16.26
STAPLES BUSINESS ADVANTAGE	MOP #45704/OFFICE SUPPLIES/HR	363624	6/1/23	427.21
V & V MANUFACTURING	EMPLOYEE ANNIVERSARY SERIVCE PINS	363632	6/1/23	2,466.59
WIGGINS	CALPELRA MEMBERSHIP FY 2023-2024	363639	6/1/23	380.00
			Total for Department	29,734.89
 <u>Community Services/Nutrition/Library</u>				
ALDEMCO	FOOD / NUTRITION CENTER	363556	6/1/23	4,434.51
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	363557	6/1/23	1,820.43
COZZINI BROS., INC.	KNIFE CLEANING SERVICE	363576	6/1/23	36.00
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / NUTRITION	363615	6/1/23	265.24
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	363621	6/1/23	255.85
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	363626	6/1/23	8,342.83
			Total for Department	15,154.86
 <u>MIS</u>				
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	363561	6/1/23	14,605.33
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	363575	6/1/23	174.00
GRANICUS LLC	WEBCASTING INVOICE	363590	6/1/23	1,920.83
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY23	363635	6/1/23	18,511.80
			Total for Department	35,211.96
			A/P Total	1,335,762.53
 <u>WIRED PAYMENTS</u>				
<u>Engineering / PW's</u>				
CITY OF SAN DIEGO	METROPOLITAN SEWAGE SYSTEM	6897	6/1/23	1,784,109.00



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Human Resources</u> ADMINSURE INC	WORKERS' COMPENSATION ACCOUNT REPLENISHM	6948	6/1/23	95,098.68
PAYROLL				
Pay period 12	Start Date 5/16/2023	End Date 5/29/2023	Check Date 6/7/2023	1,362,957.65
SPECIAL PAYROLL			5/31/2023	64,476.85
SECTION 8 HAPS	Start Date 5/15/2023	End Date 6/1/2023		1,205,415.96
		GRAND TOTAL		<u>5,847,820.67</u>