



AGENDA

Consolidated Regular Meeting

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

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

Ben Martinez, Interim 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 Meetings 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 before 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 before 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*)

EFFECTIVE JANUARY 1, 2023

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than \$250 within the past year (effective Jan 1, 2023). This report may be included on the Public Comment Speaker Slip to be completed prior to the City Council Meeting.

If you wish to submit a written comment [email](#) to the City Clerk's Office at least 2 hours before 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 before 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 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.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de \$ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

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

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



AGENDA

Consolidated Regular Meeting

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

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. 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

8

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

7.1 Presentation of 2024 Storm Water Calendar Winners

7.2 ARTS Annual Presentation

9

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

9. CONSENT CALENDAR

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

- 9.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda
- 9.2 Approval the Local Appointments List – Maddy Act Requirement 27
- Recommendation:
Approve the Local Appointments List for 2024 and Authorize the City Clerk to post the list at City Hall and Post End of Term Vacancies on the City Website.
- 9.3 Acceptance of State Active Transportation (ATP) Program Funding for the Construction Phase of the National City Bicycle Wayfinding Project. 33
- Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Establishment of an Appropriation of \$832,000 and a Corresponding Revenue Budget for the Construction Phase of the National City Bicycle Wayfinding Project, Reimbursable through the State Active Transportation Program Approved by Caltrans.”
- 9.4 Affordable Housing Density Bonus Agreement for 200 E 31st Street 40
- Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Approving an Affordable Housing Density Bonus Agreement and Related Documents with KD Cove, LLC, a California Limited Liability Company, and Restricting the Rent and Occupancy of Five Units to Very-Low-Income Households in Exchange for One Incentive Pursuant to California Government Code Sections 65915–65918 for the Development of 92 Housing Units Located at 200 E 31st Street in National City.”
- 9.5 Approval of Amendment to Agreement with San Diego County for Nutrition Services 77
- Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Ratifying Amendment 11 to County Contract 561763, Increasing the Senior Nutrition Infrastructure Grant by an Amount of \$59,676 Resulting in a New Maximum Agreement Amount of \$1,939,607, and Authorizing an Increase of \$7,090 in Appropriations for Nutrition Center Kitchen Equipment with a Corresponding Increase in Revenue.”

- 9.6 Approving the Second Amendment to an Agreement Between the City of National City and SCI Consulting Group to Provide Cannabis-Related Management and Monitoring Services. 146
- Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving the Second 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 \$100,880.”
- 9.7 Approval of the Agreement between the City of National City and SCI Consulting Group. 151
- Recommendation:
Adopt 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 SCI Consulting Group for Cannabis Related Management and Monitoring Services for a Not-to-Exceed Amount of \$27,500.”
- 9.8 Authorize the City Manager to Execute a Third Amendment with Claims Management Associates, Inc., Extending the Term by One Year and Increasing the Not-to-Exceed Amount by \$80,000. 177
- Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Third Amendment to the Agreement with Claims Management Associates, Inc. to Extend the Term of the Agreement by One Year and Increase the Not-to-Exceed Amount by \$80,000.”
- 9.9 Authorizing Submittal of Individual Grant Applications for All California Department of Resources Recycling and Recovery (CalRecycle) Grant Programs for which the City of National City is Eligible. 183
- Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing Submittal of Individual Grant Applications for all California Department of Resources Recycling and Recovery Grant Programs for which the City of National City is Eligible.”
- 9.10 Civil Service Rule VII Amendment – Employee Performance Reports 186
- Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Amending Civil Service Rule VII – Employee Performance Reports.”

- 9.11 Development Impact Fees Annual Report Fiscal Year 2022-23 197
- Recommendation:
Accept and file the report.
- 9.12 Installation of two (2), 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m. 208
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of Two (2), 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m."
- 9.13 Installation of "No Parking Vehicles Over 6' High" signs to prohibit parking for oversized vehicles in front of the property at 2240 Cleveland Avenue. 218
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of "No Parking Vehicles Over 6' High" Signs to Prohibit Parking for Oversized Vehicles on the North and South Sides of W. 23rd Street, West of Cleveland Avenue and on the West Side of Cleveland Avenue, North of E. 23rd Street, in Front of the Property at 2240 Cleveland Avenue.
- 9.14 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 318 S Kenton Avenue. 230
- 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 318 S Kenton Avenue."
- 9.15 Notice of Decision - Conditional Use Permit for a Drive-Through Coffee Shop (Dutch Bros Coffee) to be Located at 1638 East Plaza Boulevard. 245
- Recommendation:
Staff Recommends Approval of the Operation of a Drive-Through Coffee Shop, Subject to the Recommended Conditions in the Attached Resolution and a Determination that the Project is Exempt from CEQA. The Operation of a Drive-Through Coffee Shop is a Conditionally Allowed Use in the Major Mixed-Use District (MXD-2) Zone.

- 9.16 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Agreement for 1105 National City Blvd. 313
- Recommendation:
 Adopt the Resolution Entitled, "Resolution of the City Council of the City Of National City, California, Ratifying A Subordination Agreement with National City Pacific Associates, LLP, A California Limited Partnership, and the California Housing Finance Agency, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered Into on December 21, 2020 that Restricts 26 Housing Units at 1105 National City Boulevard in National City."
- 9.17 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 1628 Orange Street. 325
- Recommendation:
 Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, ratifying a Subordination Agreement with Orange Street Partners, LLC, a California Limited Liability Company, and Quanta Finance Inc., Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into on December 12, 2022, that Restricts One Housing Unit at 1628 Orange Street in National City."
- 9.18 Redevelopment Obligations Payment Schedule for Fiscal Year 2024-25 (ROPS 24-25) and Associated Administrative Budget (SUCCESSOR AGENCY) 335
- Recommendation:
 Adopt the Resolution Entitled, "Resolution of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, Approving the Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2024, Through June 30, 2025 (ROPS 24-25) with Expenditures Totaling \$4,250,528, Approving the Associated Administrative Budget of \$190,000, and Approving the Submittal of both to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board."
- 9.19 Warrant Register #13 for the period of 09/22/23 through 9/28/23 in the amount of \$697,539.32 345
- Recommendation:
 Ratify Warrants Totaling \$697,539.32
- 9.20 Warrant Register #14 for the period of 09/29/23 through 10/5/23 in the amount of \$5,162,012.71 349
- Recommendation:
 Ratify Warrants Totaling \$5,162,012.71

9.21 Warrant Register #15 for the Period of 10/6/23 through 10/12/23 in the Amount of \$6,124,140.24. 356

Recommendation:
Ratify Warrants Totaling \$6,124,140.24

9.22 Warrant Register #16 for the period of 10/13/23 through 10/19/23 in the amount of \$1,941,585.88. 361

Recommendation:
Ratify Warrants Totaling \$1,941,585.88

10. PUBLIC HEARING

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

10.1 Second Reading and Adoption of Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys. 367

Recommendation:
Adopt an Ordinance Establishing Speed Limits on Various Streets Based on Engineering and Traffic Surveys and Authorizing the Director of Public Works to Post Speed Limit Signs Consistent with the Recommendations of the Engineering and Traffic Surveys.

10.2 TEFRA Hearing Union Tower 394

Recommendation:
Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Authorizing the Approval of a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority in an Aggregate Principal Amount Not-To-Exceed \$45,000,000 to Finance and Refinance a Qualified Residential Rental Project for the Benefit of an Ownership Entity to be Created by Wakeland Housing and Development Corporation".

11. STAFF REPORTS

- 11.1 Appointments of City Councilmember to Regional Boards and Committees for Outside Agencies 400

Recommendation:

Mayor to Appoint with City Council Consensus to Certain Regional Boards and Committees. Adopt Resolutions Memorializing the Appointments for the Use by Other Agencies: (1) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego Association of Governments (SANDAG) Board of Directors; (2) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego County Water Authority Board of Directors; and (3) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the Various Regional Committee Assignments.

- 11.2 Selection of Vice-Mayor for 2024 408

Recommendation:

Selection of a Councilmember as Vice-Mayor May be Accomplished by Approval of a Motion per the Policy.

- 11.3 Discussion of the Levine Act – Post SB 1439 411

Recommendation:

Receive and file.

- 11.4 Verbal Report-Out of Salary and Benefits in the Employment Agreement of the City Manager as Required by the Brown Act. 432

Recommendation:

Consider Adoption of the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Appointing Benjamin A. Martinez as City Manager and Authorizing the Mayor to Execute an Employment Agreement between the City of National City and Benjamin A. Martinez with the Effective Date of December 5, 2023.”

12. CITY MANAGER'S REPORT

13. ELECTED OFFICIALS REPORT

14. CITY ATTORNEY REPORT

15. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, January 16, 2024 - 6:00 p.m. - Council Chambers - National City, California.

NEW HIRES



**OCTOBER/
NOVEMBER
2023**

PRESENTING OUR NEW TEAM



ARTURO GONZALEZ
STREET & WASTEWATER
MAINTENANCE SUPERINTENDENT
**ENGINEERING/PUBLIC
WORKS**



DUSTIN ELLIS
BUILDING TRADES
SPECIALIST
**ENGINEERING/PUBLIC
WORKS**



JOSE SOLIS
SENIOR BUILDING INSPECTOR
**BUILDING
DEPARTMENT**



MANUEL AGUIRRE
MAINTENANCE WORKER
**ENGINEERING/PUBLIC
WORKS**



**ANDREW DEL SOL
WILLIAMS**
CUSTODIAN
**ENGINEERING/PUBLIC
WORKS**



**PRESENTATION FOR ARTS
CITY OF NATIONAL CITY**

DECEMBER 5, 2023

OUR MISSION

ARTS lifts young people in the South County region of San Diego to become confident, compassionate, and courageous community builders through the transformative power of creativity.

Projects & Events

TOTAL PROJECTS

41

NATIONAL CITY PARTICIPANTS

547

Annual Amount Due to City

\$125,000

FINANCIAL IMPACT

\$268,892

FINANCIAL IMPACT REPORT, 2022-2023



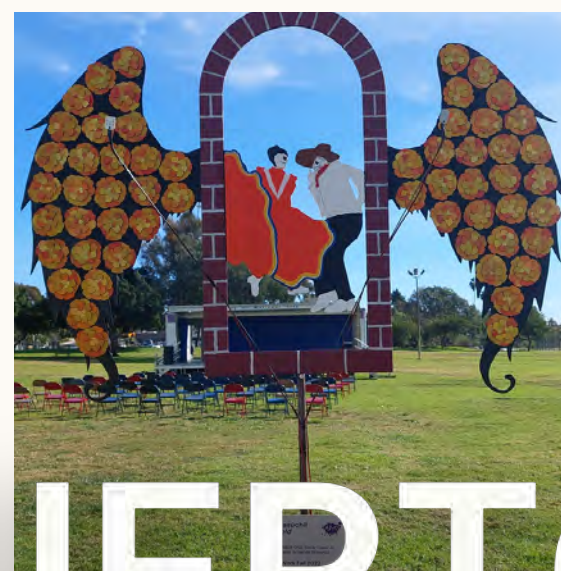
ARTS OPEN STUDIO

We invite artists of all ages, parents, educators and community members to join us to create your own artwork and collaborate with other artists in our space. Our teaching artists will be there to provide inspiration and themed materials for the day.

NUMBER OF EVENTS: 14



TEENS



DIA DE LOS MUERTOS





STEAM DAY @
ARTS





OPEN HOUSE & YOUTH ARTS FESTIVAL

Open Houses in Fall 2022 and Spring 2023 were the culminating experiences of our programming seasons, with an exhibition of youth work in the ARTS Gallery, panels and performances led by program participants, and hundreds of guests – from family and friends, to neighborhood residents and community leaders.





7

YOUTH AND
COMMUNITY
EXHIBITIONS

OVER
1700
VISITORS

21

COMMUNITY
WORKSHOPS
& EVENTS

ARTS GALLERY





PROGRAMS

TOTAL PROGRAMS

15

NATIONAL CITY YOUTH PARTICIPANTS

98

FINANCIAL IMPACT

\$468,780



Creative art and community design programs for youth ages 8-18, at the ARTS Center in National City



Integrated creative projects with a healing-centered engagement lens, for justice-impacted youth ages 14-19



Bringing visual and media arts education to school campuses through community-focused creative projects and workshops



Connecting high school students with meaningful exposure to creative careers through internships & hands-on experiences

OUR PROGRAMS



FALL 2023

ARTS On Campus brings fun, hands-on, after-school programming to all 10 National School District schools for students 3rd – 6th Grade.



200+ STUDENTS AND GROWING!

“HANDMADE” YOUTH ARTS FESTIVAL

ARTS CENTER

SATURDAY, DECEMBER 9, 2023
12:00PM – 3:00 PM



Great B... y and fell in love

handmade

YOUTH ARTS FESTIVAL | Fall 2023

student gallery + interactive pieces +
hands-on art + music + snacks

COMMUNITY ARTS
ARTS ON CAMPUS
ARTS AT WORK
ARTS 4 JUSTICE

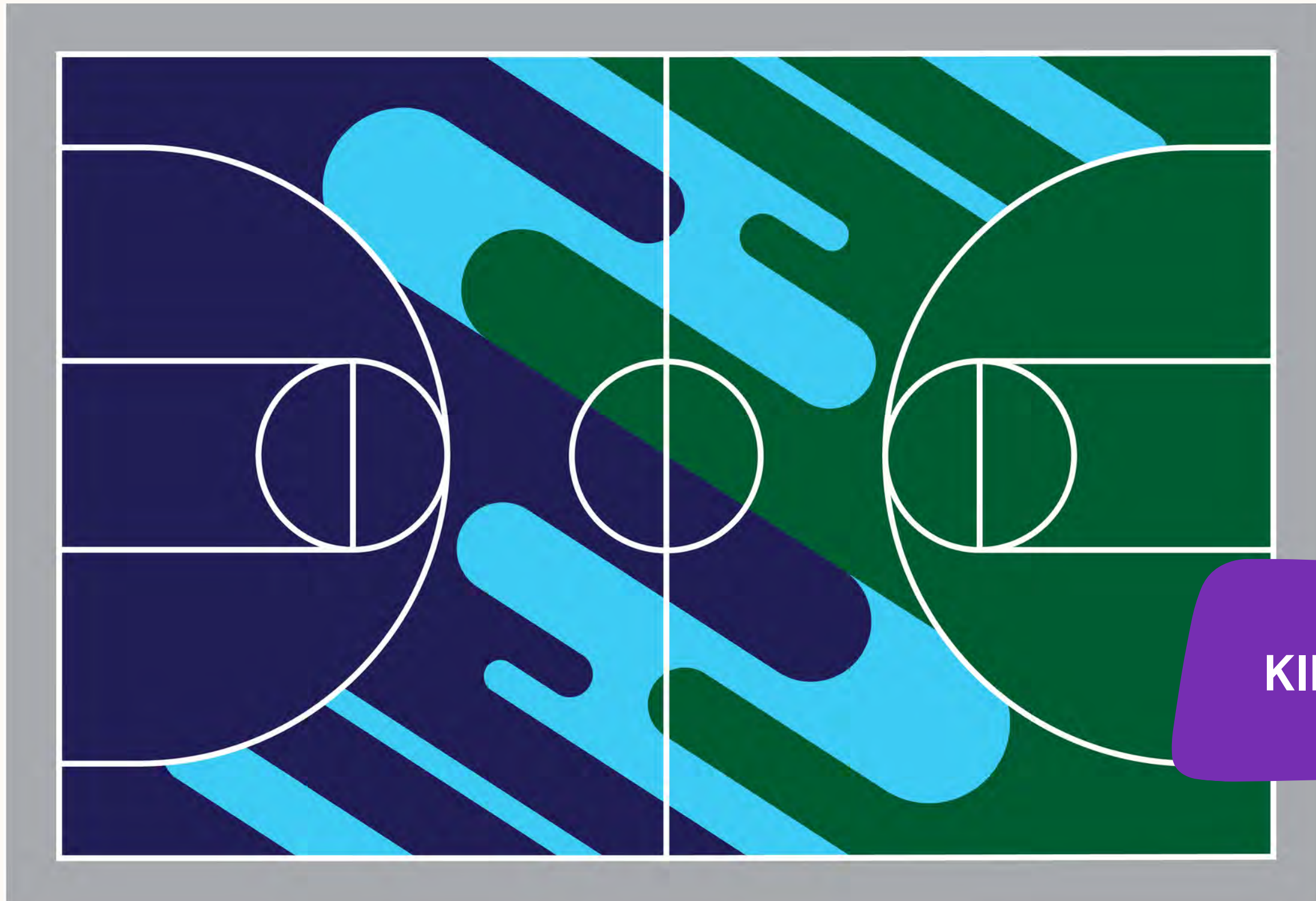
We're thrilled to invite you to
"HANDMADE: Youth ARTS Festival"
where the talented young artists from all of our
ARTS programs will showcase their creativity!

Learn more & RSVP
WWW.AREASONTOSURVIVE.ORG/HANDMADE

12 PM – 3 PM
Saturday, December 9th

ARTS Center
200 E 12th St,
National City, CA 91950

The poster features a collage of colorful, hand-drawn and cut-out elements. At the top, the word "handmade" is written in large, multi-colored letters, with hands holding the letters. Below it, the text "YOUTH ARTS FESTIVAL | Fall 2023" is displayed. The poster includes a list of activities: "student gallery + interactive pieces + hands-on art + music + snacks". There are four circular icons representing different arts programs: "COMMUNITY ARTS", "ARTS ON CAMPUS", "ARTS AT WORK", and "ARTS 4 JUSTICE". A central text block invites attendees to the festival. At the bottom, there is a QR code and the website "WWW.AREASONTOSURVIVE.ORG/HANDMADE". The date and time "12 PM – 3 PM Saturday, December 9th" and the location "ARTS Center 200 E 12th St, National City, CA 91950" are also provided. The background is a mix of pink, white, and orange textures with various hand-drawn patterns and shapes.



KIMBALL COURT MURAL

COMPLETED PROJECTS – 2023

Sister Cities Gateway (Kimball Park)

Public Art project (W.18th & Hoover)

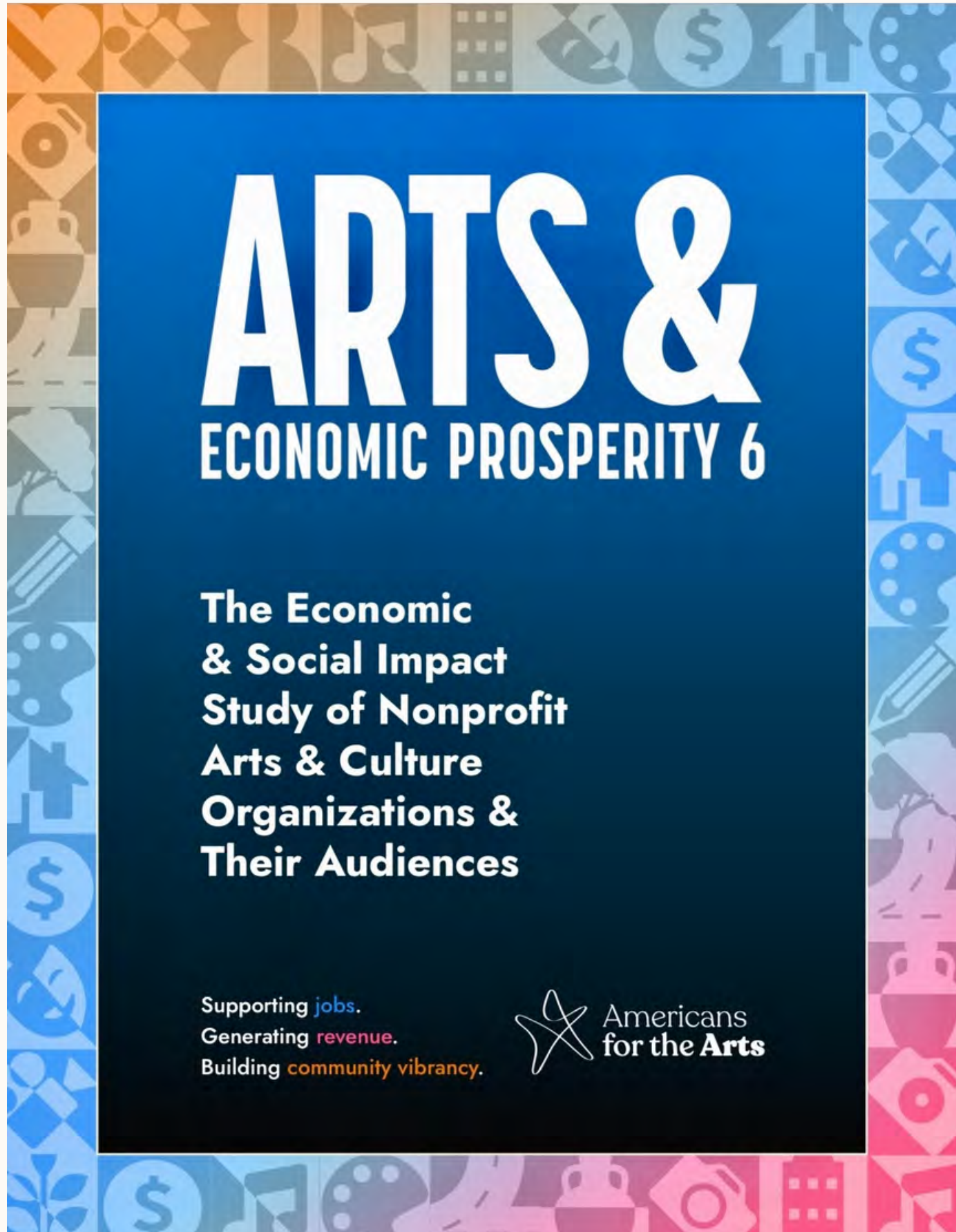
Eastside I-805 Community Greenbelt

W. 19th St. Underpass



LITTLE LIBRARY INSTALLATIONS – 2023

UPCOMING PROJECTS – 2024



ARTS & ECONOMIC PROSPERITY IN NATIONAL CITY

City of National City, CA

Direct Economic Activity	Organizations	Audiences	Total Expenditures
Total Industry Expenditures (FY2022)	\$2,153,012	\$2,711,394	\$4,864,406

Economic Impact of Spending by Arts and Culture Organizations and Their Audiences

Total Economic Impacts <small>(includes direct, indirect, and induced impacts)</small>	Organizations	Audiences	Total Impacts
Employment (Jobs)	35	31	66
Personal Income Paid to Residents	\$1,915,599	\$1,295,330	\$3,210,929
Local Tax Revenue (city and county)	\$61,187	\$103,317	\$164,504
State Tax Revenue	\$103,544	\$137,668	\$241,212
Federal Tax Revenue	\$434,227	\$248,618	\$682,845

Event-Related Spending by Arts and Culture Audiences Totaled \$2.7 million

Attendance to Arts and Culture Events	Local ¹ Attendees	Nonlocal ¹ Attendees	All Attendees
Total Attendance to In-Person Events	129,859	3,741	133,600
Percentage of Total Attendance	97.2%	2.8%	100.0%
Average Per Person, Per Event Expenditure	\$19.93	\$32.96	\$20.29
Total Event-Related Expenditures	\$2,588,090	\$123,304	\$2,711,394



286 SURVEYS COLLECTED IN NATIONAL CITY AT ARTS AND CULTURE EVENTS



IMPACT DATA - NATIONAL CITY

We look forward to contributing to creative elements / public art as part of capital Improvement projects, beautifying local parks, and through art consultancy to advance the emerging public art program for the City of National City. Together, we are building a regional model for collaboration between local government and a community—based organization focused on creative youth development and arts & culture.

Thank
you!

James Halliday

ARTS Executive Director

jhalliday@areasontosurvive.org



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Approval the Local Appointments List – Maddy Act Requirement

RECOMMENDATION:

Approve the Local Appointments List for 2024 and Authorize the City Clerk to post the list at City Hall and Post End of Term Vacancies on the City Website.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

California Government Code 54970-54974 requires on or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List.

The Appointments List serves to provide awareness of the opportunities to serve on local regulatory and advisory boards, commissions and committees.

Any unscheduled vacancy that may occur during 2024 will be determined a special vacancy and notice shall be posted at City Hall and the City Website pursuant to Section 54973-54974 of the Government Code not earlier than twenty (20) days before and not later than twenty (20) days after the vacancy occurs. Final appointment to the Board/Commission/Committee shall not be made by the legislative body for at least ten (10) working days after the posting of the notice in the Clerk's Office.

Discussion:

In compliance with the requirements of Government Code Section 54970, the following Local Appointments List is posted on an annual basis. The List presents all current members of the City Boards/Commissions/Committees and the dates of the terms.

Civil Service Commission consists of up to five (5) members who are appointed by the City Council and are required to be a resident of National City. The City Council appoints the members for a term of five (5) years. The Civil Service Commission recommends to the City Council, after a public hearing, the adoption, amendment or repeal of Civil Service Rules and Regulations not in conflict with the Government Code; hears appeals of any person in the classified service relative to any suspension, demotion or dismissal; and makes any investigation concerning the administration of personnel in the municipal service and reports its findings to the City Council and the City Manager.

Community and Police Relations Commission consists of eight (8) individuals appointed by the Mayor with the approval of the City Council. Of the eight (8) members, seven (7) shall be voting members, and one (1) shall be non-voting members. Of the seven (7) voting members, five (5) shall be residents of the City of National City, and up to two (2) nonresidents. The non-voting member shall be a member of the National City Police Officers' Association. The term of the members shall be for three (3) years.

Board of Library Trustees coordinates the activities of the City Library; advises the City Librarian on operational policies; approves warrants; and recommends to the City Council the adoption of rules and regulations, as it may deem necessary for the administration and protection of the City Library. The Board of Library Trustees consists of five (5) members plus an alternate, appointed by the Mayor with the approval of the City Council for a three (3) year term. The Library Board of Trustees is regulated by [Education Code Section 18900](#) et seq., [National City Municipal Code Chapter 16.01 Board of Library Trustees](#) and Resolution 8210.

Parks, Recreation and Senior Citizens Advisory Committee consists of seven (7) members to be appointed by the Mayor with the approval of the City Council, each for a term of three (3) years. The Parks, Recreation and Senior Citizens Advisory Committee acts in an advisory capacity to the City Council in matters of policy and administration of city owned parks and the recreation programs operated within the parks and recreation centers; investigates and reports on related matters as referred by the Council; and submits recommendations to Council on related subjects which the Committee deems important.

Planning Commission/Housing Advisory Committee consists of seven (7) members appointed by the City Council for a term of four (4) years. The Planning Commissioners are required to be residents of the City. The Planning Commission is appointed to consider land use planning matters. The Commission renders determinations and makes recommendations to the City Council on a variety of land use matters, including changes to the City's General Plan, Specific Plans and Land Use Code. They also provide discretionary review for land use matters such as Conditional Use Permits, Variances, and Subdivisions. The Planning Commission also serves on the Housing Advisory Committee and adds two (2) additional members, one (1) of which may be a non-resident. This additional committee provides input on housing related matters such as the Housing Element and the Focused General Plan Update and plays a role in moving forward housing programs and projects.

Port Commission consists of one (1) member appointed by the City Council for a four (4) year term to represent the interests of the City of National City.

Public Art Committee consists of five (5) members plus an alternate, who are appointed by the Mayor with the approval of the City Council, to serve three (3) year terms. The Public Art Committee acts in an advisory capacity to the City Council in matters of policy and selection of public art installed anywhere in the City.

Sweetwater Authority consists of two (2) members appointed by the Mayor with the approval of the City Council for a four (4) year term to represent the interests of the City of National City. The two appointees hold two of the seven seats that comprise the Sweetwater Authority's Board of Directors.

Traffic Safety Committee consists five (5) members who are appointed by the Mayor with the approval of the City Council for three (3) year terms. The Traffic Safety Committee

reviews and makes recommendations on matters related to vehicular and pedestrian safety within the City of National City. As directed by the City Council, the Traffic Safety Committee conducts investigations and reports on safety issues requested by appropriate public agencies and responsible private citizens / private organizations.

FINANCIAL STATEMENT:

Not Applicable

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 – Local Appointments List

**CITY OF NATIONAL CITY
LOCAL APPOINTMENTS LIST 2024**

In compliance with the requirements of Government Code Section 54970, the following Local Appointments List is posted on an annual basis. The List presents all current members of the City Boards/Commissions/Committees and the dates of the terms.

CIVIL SERVICE COMMISSION*

Position	Member	Term	Appointed	Term Expires
Chair	Paul Wapnowski	5-years	09/5/2023	09/30/2028
Vice-Chair	Rafael Courtney	5-years	10/20/2020	09/30/2025
Commissioner	Leslie Coyote	5-years	09/30/2019	09/30/2024
Commissioner	Thomas Luna	5-years	08/03/2021	09/30/2024
Commissioner	Sean Sampsell	5-years	04/18/2023	09/30/2027

COMMUNITY AND POLICE RELATIONS COMMITTEE*

Position	Member	Term	Appointed	Term Expires
Chair	Michael Lesley	3-years	03/07/2023	03/31/2026
Vice-Chair	Daniel Orth	3-years	03/15/2022	03/31/2025
Member	Zachary Francisco-Gomez	3-years	03/07/2023	03/31/2026
Member	Andy Y. Sanchez	3-years	04/06/2021	03/31/2024
Member	Darin Dorsey	3-years	03/07/2023	03/31/2024
Member	Jacqueline Ellis	3-years	03/07/2023	03/31/2024
Member	William Phillips	3-years	03/15/2022	03/31/2025

BOARD OF LIBRARY TRUSTEES*

Position	Member	Term	Appointed	Term Expires
President	Margaret Godshalk	3-years	09/05/2023	09/30/2026
Secretary	H. Bradley Bang	3-years	09/21/2021	09/30/2024
Member-Trustee	Jissan Ravanilla	3-years	09/05/2023	09/30/2024
Member-Trustee	Cindy Lopez	3-years	04/18/2023	09/30/2025
Member-Trustee	Jake Zindulka	3-years	09/05/2023	09/30/2024
Member-Trustee	Patricia McGhee (Alternate)	3-years	09/05/2023	09/30/2026

PARK, RECREATION & SENIOR CITIZENS ADVISORY COMMITTEE

Position	Member	Term	Appointed	Term Expires
Chair	Nora McMains	3-years	09/20/2022	09/30/2025
Member	Jennelyn de Mesa Luna	3-years	09/05/2023	09/30/2026
Member	Joseph Crawford	3-years	09/05/2023	09/30/2026
Member	Rueben Felizardo	3-years	09/21/2021	09/30/2024
Member	Ignacio Navarro Jr.	3-years	03/07/2023	03/31/2026
Member	Alexander Fernandez	3-years	03/07/2023	03/31/2026
Member	Vacant	3-years		09/30/2024

PLANNING COMMISSION*

Position	Member	Term	Appointed	Term Expires
Chair	Richard Martin Miller	4-years	03/15/2022	03/31/2026
Vice-Chair	Randi Marie Castle	4-years	03/15/2022	03/31/2026
Commissioner	William J. Sendt	4-years	06/02/2020	03/31/2024
Commissioner	Ricardo Sanchez	4-years	07/05/2020	09/30/2024
Commissioner	Claudia E. Valenzuela	4-years	04/20/2021	03/31/2025
Commissioner	Pearl Quinones	4-years	04/18/2023	03/21/2027
Commissioner	Liliana Armenta	4-years	04/18/2023	03/21/2027

PORT COMMISSION

Position	Member	Term	Appointed	Term Expires
Commissioner	Sandy Naranjo	4-years	12/02/2020	12/02/2024

PUBLIC ART COMMITTEE

Position	Member	Term	Appointed	Term Expires
Chair	William A. Virchis	3-year	09/05/2023	09/30/2026
Member	Jose A. Lopez	3-year	09/21/2021	09/30/2024
Member	Ryan Johnson	3-year	09/20/2022	09/30/2025
Member	Jacqueline Schliapnik	3-year	09/20/2022	09/30/2025
Member	Charles Reilly	3-year	02/01/2022	09/30/2024
Member	Catrina Bush (Alternate)	3-year	04/18/2023	09/30/2024

SWEETWATER AUTHORITY – CITIZEN ADVISORY COMMITTEE

Position	Member	Term	Appointed	Term Expires
Primary	William Sendt	4 years	12/31/2022	12/31/2026
Alternate	Aida Castaneda	4 years	12/31/2022	12/31/2026

TRAFFIC SAFETY COMMITTEE

Position	Member	Term	Appointed	Term Expires
Member	Kelly Piper	3-years	09/30/2022	09/30/2025
Member	Cynthia Fuller Quinonez	3-years	09/20/2022	09/30/2025
Member	Christopher Coyote	3-years	09/20/2022	09/30/2024
Member	Marisa Rosales	3-years	09/21/2021	09/30/2024
Member	Rafael Cotero	3-years	09/05/2023	09/30/2026

HOUSING ADVISORY COMMITTEE*

Position	Member	Term	Appointed	Term Expires
Chair	Richard Martin Miller	4-years	03/15/2022	03/31/2026
Vice-Chair	Randi Marie Castle	4-years	03/15/2022	03/31/2026
Member	Ricardo Sanchez	4-years	07/05/2020	09/30/2024
Member	Mayra A. Valdez	4-years	03/15/2022	03/31/2026
Member	William J. Sendt	4-years	06/02/2020	03/31/2024
Member	Claudia E. Valenzuela	4-years	04/20/2021	03/31/2025
Member	Pearl Quinones	4-years	04/18/2023	03/21/2027
Member	Liliana Armenta	4-years	04/18/2023	03/21/2027
Member	Denise Kosterlistzky	4-years	04/18/2023	03/31/2027

*Individual appointed to this Board/Commission/Committee is subject to the Fair Political Practices Commission regulations and must file a Statement of Economic Interest within 30 days of appointment.



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Acceptance of State Active Transportation (ATP) Program Funding for the Construction Phase of the National City Bicycle Wayfinding Project.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Establishment of an Appropriation of \$832,000 and a Corresponding Revenue Budget for the Construction Phase of the National City Bicycle Wayfinding Project, Reimbursable through the State Active Transportation Program Approved by Caltrans."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On January 30, 2019, the California Department of Transportation (Caltrans) awarded a \$942,000 State Active Transportation Program (ATP) grant for the Citywide Bike Wayfinding Project. The State has allocated \$15,000 for the Environmental and Permits Phase, \$95,000 for the Plans, Specifications, and Estimates (PS&E) phase and \$832,000 for the Construction phase.

On March 25, 2020, Caltrans authorized the City to proceed with the Environmental & Permits phase in the amount of \$15,000 with no local match.

On June 2, 2020, the City Council adopted Resolution No. 2020-98 authorizing the Mayor to execute Program Supplement Agreement (PSA) No. U51 with Caltrans for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \$15,000 in eligible project expenditures through the State ATP fund.

On December 9, 2021, Caltrans authorized the City to proceed with the PS&E phase in the amount of \$95,000 with no local match.

On March 15, 2022, the City Council adopted Resolution No. 2022-44 authorizing the Mayor to execute Program Supplement Agreement (PSA) No. U51 Rev 1 with Caltrans for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \$95,000 in eligible project expenditures through the State ATP fund.

On May 4, 2023, Caltrans authorized the City to proceed with the Construction phase in the amount of \$832,000 with no local match.

The project proposes to install more than 100 signs and approximately four kiosks at key decision points throughout the City’s recently constructed bicycle network, consistent with the City’s Bicycle Master Plan. The wayfinding signs will direct people on bikes to important destinations such as schools, transit stations, community centers, and parks. The signs will be retroreflective and have an anti-graffiti coating installed.

SANDAG has provided design guidance on the wayfinding signage across the San Diego Region that should be adhered to on all regional bike projects. In the attached Proposed Bikeway Signage exhibit, the “GO by BIKE REGIONAL SIGNAGE” (top left) is consistent with SANDAG’s guidelines and will be installed on regional bicycle wayfinding locations per the attached Project Improvement Map. Additionally, SANDAG encourages local jurisdictions to apply the design principles to local bikeway signage (bottom left), which will be installed on local bicycle wayfinding locations per the attached Project Improvement Map.

Staff recommends authorizing the appropriation of \$832,000 with a corresponding revenue budget for the construction phase of the National City Bicycle Wayfinding project, reimbursable through the State Active Transportation Program approved by Caltrans.”

Construction is anticipated to start in the Spring of 2024 and be completed before the end of 2024.

FINANCIAL STATEMENT:

ATP Grant (CON): \$832,000
Revenue: 296-01925-3463
Expense: 296-409-500-598-1925

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:

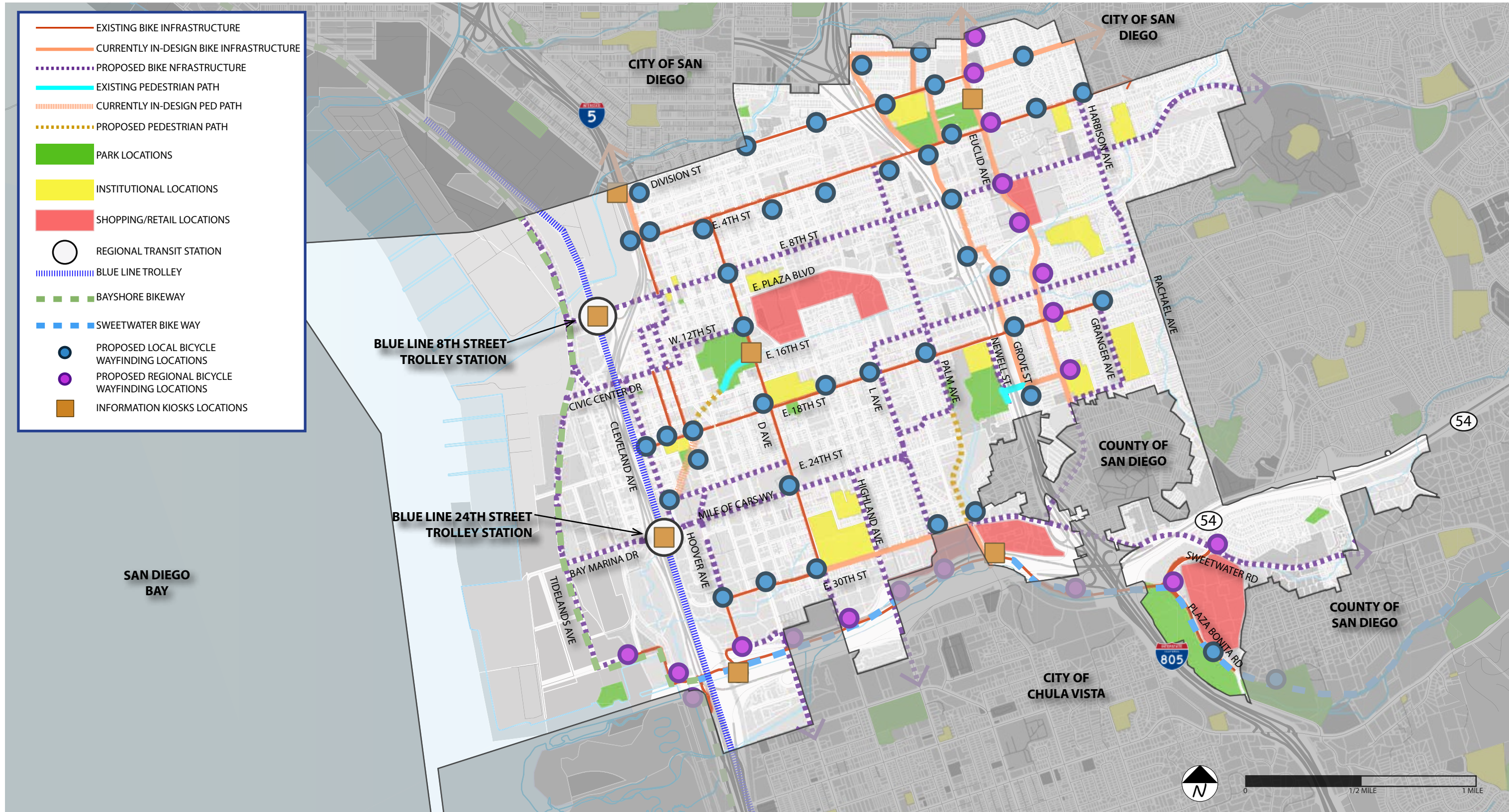
Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

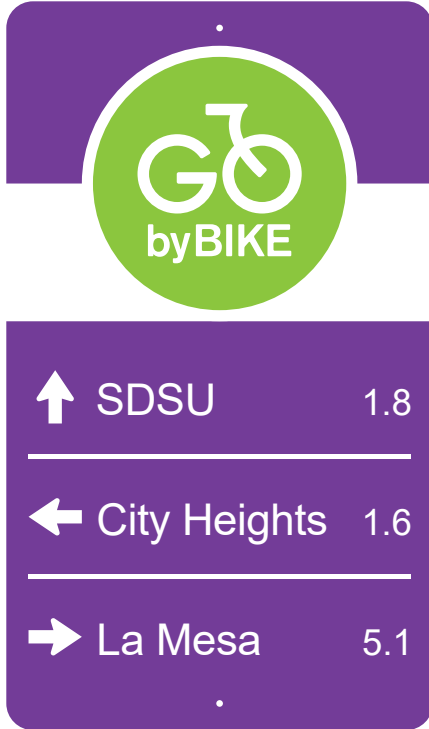
Exhibit A – Location Map
Exhibit B – Finance Letter
Exhibit C – Resolution



National City Bike Wayfinding Plan



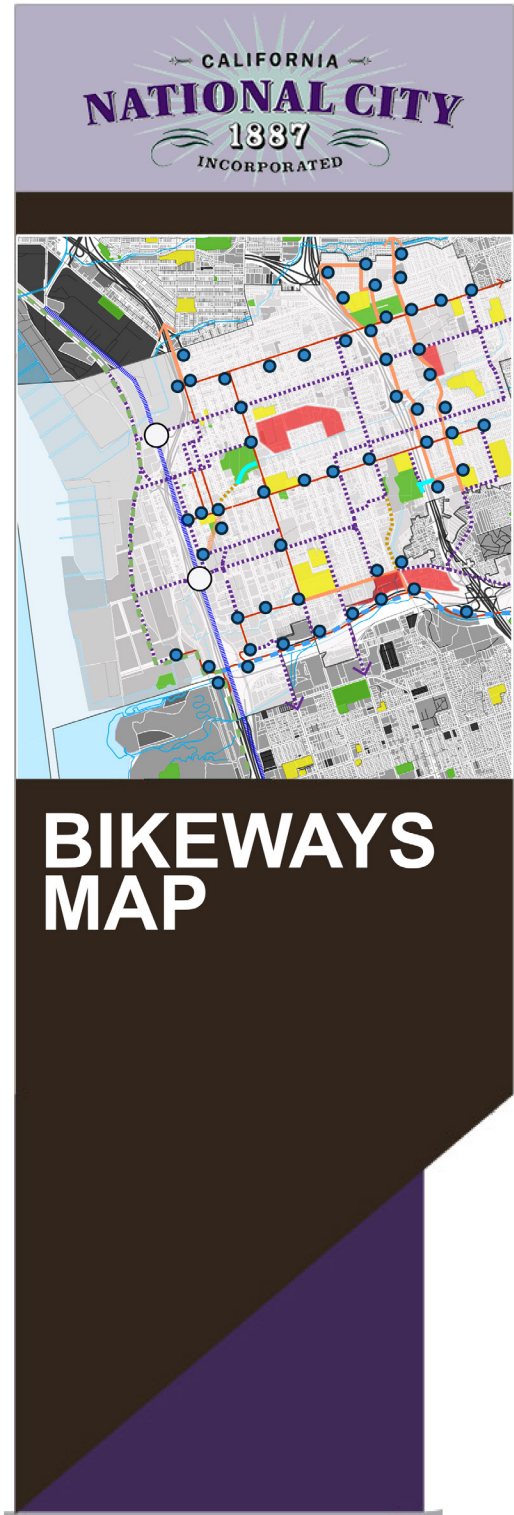
PROPOSED BIKEWAY SIGNAGE



GO by BIKE REGIONAL SIGNAGE



PROPOSED CITY BIKEWAY SIGNAGE



PROPOSED ORIENTATION KIOSK

NATIONAL CITY BIKE WAYFINDING PLAN

PEDESTRIAN AND BICYCLE CONNECTIVITY

FINANCE LETTER

Date: 05/04/2023
 D_CO_RT: 11-SD-0-NATC
 Project No: ATPSB1L-5066(047)
 Adv. Project Id: 1120000087
 Project End Date:

EA No:

To: City of National City

Est Tot Proj Costs: \$942,040

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE (ATP) SB1 PPNO 1362 /SB1A	STATE (ATP) GENERAL FUNDS PPNO 1362	LOCAL	OTHER
Agency Preliminary Engineering - PA/ED		\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
Agency Preliminary Engineering - PS&E		\$95,000.00	\$95,000.00	\$95,000.00	\$0.00	\$0.00	\$0.00
Construction		\$832,040.00	\$832,000.00	\$0.00	\$832,000.00	\$0.00	\$40.00
Totals:		\$942,040.00	\$942,000.00	\$110,000.00	\$832,000.00	\$0.00	\$40.00

Participation Ratio: 100% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: *Daniel Bui*
 Title: HQ Local Assistance Area Engineer

For questions regarding finance letter, contact:
 Printed Name: Daniel Bui
 Telephone No: (279) 444-7828

Remarks: *REQ#3: CTC allocated \$832,000 of ATP General funds for CON component, on 3/23/2023.

ACCOUNTING INFORMATION									Cooperative Work Agreement	
ATPSB1L-5066(047)									APPROVED AMOUNT	EXPIRATION DATE
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/ STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*		
1120000087	22102	2030720100		\$832,000.00	2122	\$0.00	\$832,000.00	06/30/2027		
1120000087	21108	2030720100		\$95,000.00	2021	\$0.00	\$95,000.00	06/30/2026		
1120000087	19108	2030720100		\$15,000.00	1819	\$0.00	\$15,000.00	06/30/2024		

*Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) Provisions. Also refer to your allocation notification letter(s) for allocation-specific TUF deadlines.

*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF \$832,000 AND A CORRESPONDING REVENUE BUDGET FOR THE CONSTRUCTION PHASE OF THE NATIONAL CITY BICYCLE WAYFINDING PROJECT, REIMBURSABLE THROUGH THE STATE ACTIVE TRANSPORTATION PROGRAM APPROVED BY CALTRANS.

WHEREAS, on January 30, 2019, the California Department of Transportation (“Caltrans”) awarded a \$942,000 State Active Transportation Program (“ATP”) grant to the City of National City (“City”) for the Citywide Bike Wayfinding Project (“Project”); and

WHEREAS, the \$942,000 award was distributed by three Project phases, Environmental & Permits (“PA/ED”) - \$15,000, Preliminary Engineering (“PS&E”) - \$95,000, and Construction - \$832,000; and

WHEREAS, on March 25, 2020, Caltrans authorized the City to proceed with the PA/ED phase in the amount of \$15,000 with no local match; and

WHEREAS, on June 2, 2020, City Council adopted Resolution No. 2020-98 authorizing the Mayor to execute Program Supplement Agreement (“PSA”) No. U51 with Caltrans for the Project to allow for reimbursement of up to \$15,000 in eligible Project expenditures through the ATP grant; and

WHEREAS, on December 9, 2021, Caltrans authorized the City to proceed with the PS&E phase in the amount of \$95,000 with no local match; and

WHEREAS, on March 15, 2022, City Council adopted Resolution No. 2022-44 authorizing the Mayor to execute PSA No. U51 Rev 1 with Caltrans for the Project to allow for reimbursement of up to \$95,000 in eligible Project expenditures through the ATP grant; and

WHEREAS, on May 4, 2023, Caltrans authorized the City to proceed with the Construction phase in the amount of \$832,000 with no local match; and

WHEREAS, the Project proposes to install more than 100 signs and approximately four kiosks at decision points throughout the City’s recently constructed bicycle network, consistent with the City’s Bicycle Master Plan; and

WHEREAS, the wayfinding signs will direct people on bikes to important destinations such as schools, transit stations, community centers, and parks; and

WHEREAS, City staff recommends City Council adopt this Resolution authorizing the establishment of an appropriation and corresponding revenue budget to allow for reimbursement of up to \$832,000 in eligible Project expenditures through the ATP grant.

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 establishment of an appropriation of \$832,000 and a corresponding revenue budget for the

construction phase of the National City Bicycle Wayfinding project, reimbursable through the State Active Transportation Program approved by Caltrans.

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 5th day of December, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Housing Authority
Prepared by: Greg Rose, Property Agent
Meeting Date: Tuesday, November 21, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Affordable Housing Density Bonus Agreement for 200 E 31st Street

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Approving an Affordable Housing Density Bonus Agreement and Related Documents with KD Cove, LLC, a California Limited Liability Company, and Restricting the Rent and Occupancy of Five Units to Very-Low-Income Households in Exchange for One Incentive Pursuant to California Government Code Sections 65915–65918 for the Development of 92 Housing Units Located at 200 E 31st Street in National City.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

KD Cove, LLC (“Developer”) plans to build a 92-unit project at 200 E 31st Street. The current zoning on the property allows the Developer to build 113 units by right. California Government Code 65915–65918 (“Density Bonus and Other Incentives”) entitles development projects to claim specific incentives or concessions provided that the development restricts a certain proportion of the units to low or very-low-income. The Developer is proposing to restrict five units as very-low income (50% Area Median Income), in exchange for one (1) incentive. The requested incentive is to remove common open space requirements for the project.

The Planning Division approved the incentive, which will be recorded in the Affordable Density Housing Bonus Agreement (“Agreement,” Exhibit “B”). The Agreement will memorialize the Developer’s obligation to restrict the affordable units for 55 years. A Performance Deed of Trust (Exhibit “C”) and a Subordination Agreement (Exhibit “D”) will be recorded to secure the Agreement on the property. Information on the Density Bonus Program can be found in the Background Information (Exhibit “A”), and on the City’s website, and on the City’s website, www.nationalcityca.gov, under [Asset Management](#).

2023 Income Limits (Effective 05/15/2023)			
Number of Persons	Extremely Low-Income 30% of Median	Very Low-Income 50% of Median	Low-Income 80% of Median
1	\$28,950	\$48,250	\$77,200
2	\$33,100	\$55,150	\$88,200
3	\$37,250	\$62,050	\$99,250
4	\$41,350	\$68,900	\$110,250
5	\$44,700	\$74,450	\$119,100
6	\$48,000	\$79,950	\$127,900
7	\$51,300	\$85,450	\$136,750
8	\$54,600	\$90,950	\$145,550

FINANCIAL STATEMENT:

The Developer will be paying all City fees associated with the construction of this project. Upon completion, it will add to the property tax base for the City. The Housing Authority will collect an annual monitoring fee of \$215.00 per affordable unit and is subject to annual increases.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A – Background Information
- Exhibit B – Density Bonus Agreement
- Exhibit C - Deed of Trust
- Exhibit D - Subordination Agreement
- Exhibit E - Resolution

BACKGROUND REPORT

California's Density Bonus Law is a mechanism that allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units. The Density Bonus Law (found in California Government Code Sections 65915 – 65918) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a 35% increase in project densities, depending on the amount of affordable housing provided. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects, financial assistance is necessary to make the project feasible.

In determining whether a development project would benefit from becoming a density bonus project, developers also need to be aware that:

- The density bonus is a state mandate. A developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. As with any state mandate, some local governments will resist complying with the state requirement. But many local governments favor the density bonus as a helpful tool to cut through their own land-use requirements and local political issues.
- Use of a density bonus may be particularly helpful in those jurisdictions that impose inclusionary housing requirements for new developments.
- Special development bonuses are available for developers of commercial projects who partner with affordable housing developers to provide onsite or offsite affordable housing. Special bonuses are also available for condominium conversion projects and projects that include child care facilities.
- The Legislature has recently added density bonuses for housing developments for foster youth, disabled veterans, homeless persons, and college students.

Cities and counties are required to grant a density bonus and other incentives or concessions to housing projects which contain one of the following:

- At least 5% of the housing units are restricted to very-low-income residents.
- At least 10% of the housing units are restricted to lower-income residents.
- At least 10% of the housing units in a for-sale common interest development are restricted to moderate-income residents.
- At least 10% of the housing units are for transitional foster youth, disabled veterans, or homeless persons, with rents restricted at the very-low-income level.
- At least 20% of the housing units are for low-income college students in housing dedicated for full-time students at accredited colleges.
- The project donates at least one acre of land to the city or county for very-low-income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.

- The project is a senior citizen housing development (no affordable units required).
- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for those units. As of January 1, 2023, the income and rent restrictions must remain in place for a 55-year term for very low or lower income units. Rents must be restricted as follows:

- For very-low-income units, rents may not exceed 30% x 50% of the area median income for a household size suitable for the unit.
- For lower-income units, rents may not exceed 30% x 60% of the area median income for a household size suitable for the unit.
- Area median-income is determined annually by regulation of the California Department of Housing and Community Development, based upon median-income regulations adopted by the U.S. Department of Housing and Urban Development.
- Rents must include a reasonable utility allowance.
- Household size appropriate to the unit means 1 for a studio unit, 2 for a one bedroom unit, 3 for a two bedroom unit, 4 for a three bedroom unit, etc. In many cases, achieving a reduction in parking requirements may be more valuable than the additional permitted units.

The Density Bonus Law is often used by developers to obtain more housing than the local jurisdiction would ordinarily permit, it can also be a helpful land use tool. The density bonus can provide a useful mechanism for increasing allowable density without requiring local officials to approve general plan amendments and zoning changes. A project that satisfies the requirements of the Density Bonus Law often can obtain the necessary land use approvals through the award of the density bonus units and requested concessions and incentives, without having to amend the underlying land use requirements.

Although there is no specific density bonus exemption from the California Environmental Quality Act, many density bonus projects are likely candidates for urban infill and affordable housing exemptions from CEQA. One commonly invoked exemption is the Class 32 urban infill exemption found in CEQA Guidelines Section 15332. That exemption is available if the project is consistent with applicable general plan designation and zoning, the site is five acres or less and surrounded by urban uses, is not habitat for endangered, rare or threatened species, does not have any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. Other exemptions are available for high density housing projects near major transit stops (CEQA Guidelines Section 15195) and affordable housing projects of up to 100 units (CEQA Guidelines Section 15194).

Developer incentives are; a waiver from common open space requirements.

50% Area Median Income Limits for National City effective April 1, 2023								
Family Size	1	2	3	4	5	6	7	8
	\$48,250	\$55,150	\$62,050	\$68,900	\$74,450	\$79,950	\$85,450	\$90,950

The site plans for the apartment project at 200 E 31 Street start on the following page.

ACCESSIBLE ROUTE NOTES:

- 1. Accessible routes of travel shall be provided from public transportation stops, accessible parking and accessible passenger loading zones, and public streets or sidewalks to the accessible entrance they serve. The accessible route shall to the extent feasible, coincide with the route for the general public. Section 1110A.1
2. At least one accessible route shall connect accessible buildings facilities, elements and spaces that are on the same site. Section 1110A.1
3. Where more than one route of travel is provided, all routes shall be accessible. Section 1110A.2
4. If an accessible route has changes in level greater than 1/2 inch, then a curb ramp, ramp, elevator or platform lift shall be provided. Stairs shall not be part of an accessible route. Section 1111A.2
5. Curb ramps shall be constructed at each corner of street intersections and where pedestrian way crosses a curb. Section 1112A.1

- 6. Curb ramps shall be a minimum of 4 feet in width and shall be located to prevent obstruction by parked cars. Sections 11B-406.5.2 and 11B406.5.1.
7. The slope of the curb ramp shall not exceed 1 vertical to 12 horizontal (8.33%). If a curb ramp is located where pedestrians must walk across the ramp, then it shall have flared sides of the ramp which slope at maximum 1:10. Section 11B-406.5.2.
8. A level landing 4 feet deep shall be provided at the upper end of each curb ramp over its full width to permit safe egress from the ramp surface, or the slope of the flared or flared sides of the curb ramp shall not exceed 1 vertical to 10 horizontal. Sections 11B-406.5.3 and 11B-406.2.2.
9. Detectable warnings, 36" deep and extending the full width and of the curb ramp are to be installed for all curb ramps (regardless of slope), per Section 11B-705. Only approved DSA/AC detectable warning products and directional surfaces shall be installed. Section 11B-705.3.
10. Curb ramps and the flared sides of curb ramps shall not encroach into any accessible parking space or the adjacent access aisle. Section 11B-406.5.1.

- 11. The maximum slope of the parking surface at the accessible space and adjacent access aisle, in any direction, shall be less than or equal to 1:48. Section 11B-502.4. See Grading Plans.
12. At every primary public entrance, and at every major function area along, or leading to, an accessible route of travel there is to be a sign displaying the international symbol of accessibility. Signs are required to indicate the direction to accessible building entrances and facilities, per Section 11B-216.3.
13. Provide 36" wide detectable warning material at boundaries between walkways and vehicular ways. Sections 11B-247.1, 2.5 and 11B-705.1.2.5. See Grading Plans.
14. Detectable warnings shall be installed in curb ramps with one or two entrance/exit points that are 6' or 9' wide, respectively. Section 11B-705.1.2.2.
15. Detectable warnings are not permitted in the required turning spaces, clear floor spaces, landings for doors, pedestrian ramps, access aisles to accessible parking, drop off/ loading zones & stairs. Sections 11B-304.2, 11B-305.2, 11B-404.2.4.4, 11B-405.7, 11B-502.4, 11B-503.4, 11B-504.4, and 11B-705.1.2.2, respectively.

ACCESSIBLE ROUTE NOTES

2

SITE PLAN KEYNOTES:

- 1. (N) FLATWORK, CURBS, WALKWAYS, SEE CIVIL PLANS.
2. (N) SWIMMING POOL AND SPA, SEE CIVIL AND LANDSCAPE PLANS.
3. LOCATION OF (N) ELECTRIC METERS, CABLE AND TELEPHONE CABINETS, PER SDGE INSTALLATION REQUIREMENTS. SEE CIVIL AND ELECTRICAL PLANS.
4. (N) ELECTRICAL TRANSFORMER, PER SDGE.
5. PROPERTY LINE.
6. FINISH GRADE/TOP OF HARDSCAPE SHALL BE SLOPED SO THAT SURFACE WATER WILL DRAIN AWAY FROM BUILDING. SLOPE 5% MINIMUM WITHIN THE FIRST 10 FEET, 2% MINIMUM FOR IMPERVIOUS SURFACES. SECTION 1804.4. SEE CIVIL GRADING PLANS.

- 7. ALL BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS. BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THESE NUMBERS SHALL BE A MINIMUM OF 4" HIGH WITH A MINIMUM STROKE OF .5 INCHES. WHERE ACCESS IS BY MEANS OF A PRIVATE ROAD AND THE BUILDING CANNOT BE VIEWED FROM THE PUBLIC WAY, A MONUMENT, POLE OR OTHER SIGN OR MEANS SHALL BE USED TO IDENTIFY THE STRUCTURE. CFC SECTION 505.1.
8. ENCLOSED PRIVATE GARAGES FOR TOTAL OF 64 VEHICLES, WITHIN BUILDING A.B, C, D & F STRUCTURES.
9. 95 TOTAL OPEN PARKING SPACES ON SITE, INCLUDING: 8 ADA SPACES, 71 STANDARD SPACES, 13 COMPACT SPACES, AND 3 MOTORCYCLE SPACES. SEE 8/A0.2 FOR PARKING ALLOCATION/ CALCULATIONS PER NATIONAL CITY PARKING REQUIREMENTS.

- 10. FUTURE SOLAR PANEL CARPORT STRUCTURES ALONG EAST AND SOUTH PARKING AREAS (NOT IN PERMIT).
11. EVSE (ELECTRIC VEHICLE) CHARGING STATION. SEE 5/A0.2 FOR ADDITIONAL INFORMATION.
12. COMMON USEABLE OPEN SPACE. SEE 2/A0.2.
13. BICYCLE PARKING WITH GALVANIZED STEEL BICYCLE RACK. SEE 4/A0.2.
14. MAILBOXES AND PARCEL BOXES AT BUILDING E.
15. (N) DOWNSPOUT LOCATION, TYP. CONVEY RAINWATER DISCHARGE PER CIVIL GRADING PLANS.
16. PRIVATE OUTDOOR OPEN SPACE AT FIRST FLOOR UNITS, WITH 42" (MAX.) HEIGHT FENCING.
17. RIGHT-OF-WAY WORK AT STREET FRONTAGE AND AT ADJACENT PARCELS, PER CIVIL PLANS.

- 18. (N) TRASH ENCLOSURE STRUCTURES. SEE A7.21.
19. SEE LANDSCAPE PLANS FOR SITE LANDSCAPING.
20. STAIRWAY ACCESS TO UPPER FLOORS.
21. OUTLINE OF ROOF SHOWN FOR REFERENCE.
22. OUTLINE OF WALLS ABOVE.
23. FOR SITE RETAINING WALLS AND FENCING LAYOUT SEE CIVIL GRADING PLANS, TYP.
24. VAN ACCESSIBLE PARKING SPACE (9' MIN. WIDTH) WITH ACCESS AISLE (8' MIN. WIDTH). INSTALL SIGNAGE WITH SYMBOL OF ACCESSIBILITY, AND SIGN "VAN ACCESSIBLE" MOUNTED BELOW. THE WORDS "NO PARKING" SHALL BE PAINTED ON THE GROUND WITHIN ACCESS AISLE, LOCATED TO BE VISIBLE TO TRAFFIC ENFORCEMENT OFFICIALS.

- 25. ADDITIONAL SIGN AT ACCESSIBLE PARKING SPACE STATING, "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED HANDICAPPED SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR LICENSE PLATES ISSUED FOR PHYSICALLY DISABLED PERSONS MAY BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT _____ OR BY TELEPHONING _____. THE SIGN SHALL NOT BE LESS THAN 17" x 22" IN SIZE W/ LETTERING NOT LESS THAN 1" IN HEIGHT.
26. EACH ACCESSIBLE PARKING SPACE SHALL HAVE:
- AN ACCESSIBLE PARKING SIGN MOUNTED ON STEEL POST PER DETAIL 3/A0.87.
- SURFACE IDENTIFICATION OF THE FOLLOWING SCHEME: BY OUTLINING OR PAINTING THE STALL OR SPACE IN BLUE AND OUTLINING ON THE GROUND IN THE STALL OR SPACE IN WHITE OR SUITABLE CONTRASTING COLOR THE "INTERNATIONAL SYMBOL OF ACCESSIBILITY".
27. A VERTICAL CLEARANCE OF 8 FEET 2 INCHES (MEASURED TO THE LOWEST PROJECTION FROM THE CEILING) SHALL BE MAINTAINED TO EACH REQUIRED ACCESSIBLE PARKING SPACE. SECTION 1109A.8.1.
28. MAINTENANCE CLOSET.
29. FIRE RISER CLOSET.
30. ACCESSIBLE ROUTE OF TRAVEL - SEE ADDITIONAL INFORMATION AT NOTES #1 - 9, 2/A0.4 (ABOVE LEFT).
31. (N) ENTRY MONUMENT WALL. SEE LANDSCAPE PLANS.
32. ON-STREET GUEST PARKING - SIX SPACES TOTAL.
33. PROPOSED (N) UTILITY POLE. SEE SDGE AND CIVIL PLANS.

- 34. LINE USED TO DETERMINE FIRE SEPARATION DISTANCE (IMAGINARY PROPERTY LINE). SEE A0.1, A0.2, A0.31, A0.32, AND FLOOR PLANS, ROOF PLANS, EXTERIOR ELEVATIONS AND BUILDING SECTIONS FOR BUILDING CODE COMPLIANCE.
35. BUILDINGS OR PORTIONS OF BUILDINGS OR FACILITIES EXCEEDING 30 FEET IN HEIGHT ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS SHALL BE PROVIDED WITH APPROVED FIRE APPARATUS ACCESS ROADS CAPABLE OF ACCOMMODATING FIRE DEPARTMENT AERIAL APPARATUS. OVERHEAD UTILITY AND POWER LINES SHALL NOT BE LOCATED WITHIN THE AERIAL FIRE APPARATUS ACCESS ROADWAY. THE 26" FIRE APPARATUS ROAD SHALL HAVE NO LESS THAN 14" HIGH CLEAR SPACE AND SHALL HAVE AN ALL-WEATHER ROAD WITH THE ABILITY TO SUPPORT 75,000 POUNDS OR GREATER.
36. RECREATION ROOM & LEASING OFFICE AT FIRST FLOOR OF BUILDING E. SEE A0.82 FOR ADA REQUIREMENTS.
37. ACCESSIBLE COMMUNITY RESTROOMS AT FIRST FLOOR OF BUILDING E. SEE A0.83 FOR ADA REQUIREMENTS.
38. (N) POOL EQUIPMENT ENCLOSURE. SEE A7.22.
39. NEIGHBOR BUILDING & PARKING SHOWN AS REFERENCE.
40. (E) UTILITY EASEMENT AT ADJACENT PROPERTY (SEWER).

- 41. CIRCULATION PATHS SHALL BE A MINIMUM 4" ABOVE ADJOINING VEHICULAR TRAFFIC AREAS INCLUDING PARKING, DRIVEWAYS, DRIVE AISLES, VEHICLE CHARGING SPACES, ETC., SECTION 11B-250.
a. IF ANY PROPOSED WALKS SLOPE GREATER THAN 1:20 (5%), THEY MUST COMPLY WITH RAMP REQUIREMENTS, SECTION 11B-402.2.
b. WALKS ALONG AN ACCESSIBLE ROUTE OF TRAVEL ARE REQUIRED TO BE 48" MINIMUM IN WIDTH AND HAVE SLIP RESISTANT SURFACES, PER SECTION 11B-403.5.1, EXCEPTION 3.
c. THE MAXIMUM PERMITTED CROSS SLOPE FOR WALKWAYS SHALL BE 1:48, PER SECTION 11B-403.3.
42. LINE FOR ALLOWABLE OPENINGS PER TABLE 705.8, TO COMPLY WITH EXTERIOR EXIT STAIR SECTION 1027.5.3.

- 43. (E) UTILITY EASEMENT AT ADJACENT PROPERTY (SEWER).

- 44. (E) UTILITY EASEMENT AT ADJACENT PROPERTY (SEWER).

- 45. (E) UTILITY EASEMENT AT ADJACENT PROPERTY (SEWER).

- 46. (E) UTILITY EASEMENT AT ADJACENT PROPERTY (SEWER).

- 47. (E) UTILITY EASEMENT AT ADJACENT PROPERTY (SEWER).

- 48. (E) UTILITY EASEMENT AT ADJACENT PROPERTY (SEWER).

NOTE: OWNER TO OBTAIN A CONSTRUCTION PERMIT FROM THE ENGINEERING DEPARTMENT AT LEAST 48 HOURS PRIOR TO WORKING IN THE PUBLIC RIGHT-OF-WAY. IT IS THE RESPONSIBILITY OF THE OWNER TO KNOW WHERE HIS/HER PROPERTY LINE IS.

BEFORE EXCAVATION CALL U.S.A

OWNER AND/OR CONTRACTOR ARE RESPONSIBLE FOR LOCATION & VERIFICATION OF ALL EXISTING UNDERGROUND UTILITIES. UNDERGROUND SERVICE ALERT (USA) SHOULD BE NOTIFIED FOR ASSISTANCE IN THIS MATTER AT (800) 227-2600, 48 HOURS PRIOR TO ANY CONSTRUCTION.

THE (USA) AUTHORIZATION NUMBER SHALL BE KEPT AT THE JOB SITE. LOCATION AND CHARACTER OF ANY UTILITIES IF SHOWN HEREON ARE APPROXIMATE, AND TAKEN FROM A COMBINATION OF SURFACE STRUCTURE OBSERVATION AND/OR THE RECORDS OF THE CONTROLLING AGENCY. ARCHITECT DOES NOT ASSUME RESPONSIBILITY FOR THE LOCATION OF ANY EXISTING UTILITIES OR OTHER UNDERGROUND FEATURES SUCH AS VAULTS, TANKS, BASEMENTS, BURIED OBJECTS, ETC.

OPEN SPACE SUMMARY TABLE:

Table with 4 columns: open space areas, location, WIDTH, LENGTH. Rows A through L, total 16158 sf.

* open space area D does not include area of enclosed structures

RECYCLING NOTE: A MINIMUM OF 65% OF CONSTRUCTION WASTE IS TO BE RECYCLED. CGC 4.408.1. CONTRACTOR SHALL SUBMIT A CONSTRUCTION WASTE MANAGEMENT PLAN. CGC 4.408.2.

NOTE: THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM BYPRODUCTS, SOIL PARTICULATE, CONSTRUCTION WASTE MATERIALS, OR WASTEWATER GENERATED ON CONSTRUCTION SITES OR BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVEYED OR DISCHARGED INTO THE STREET, GUTTER OR STORM DRAIN SYSTEM.

SURFACE WATER DRAINAGE NOTES:

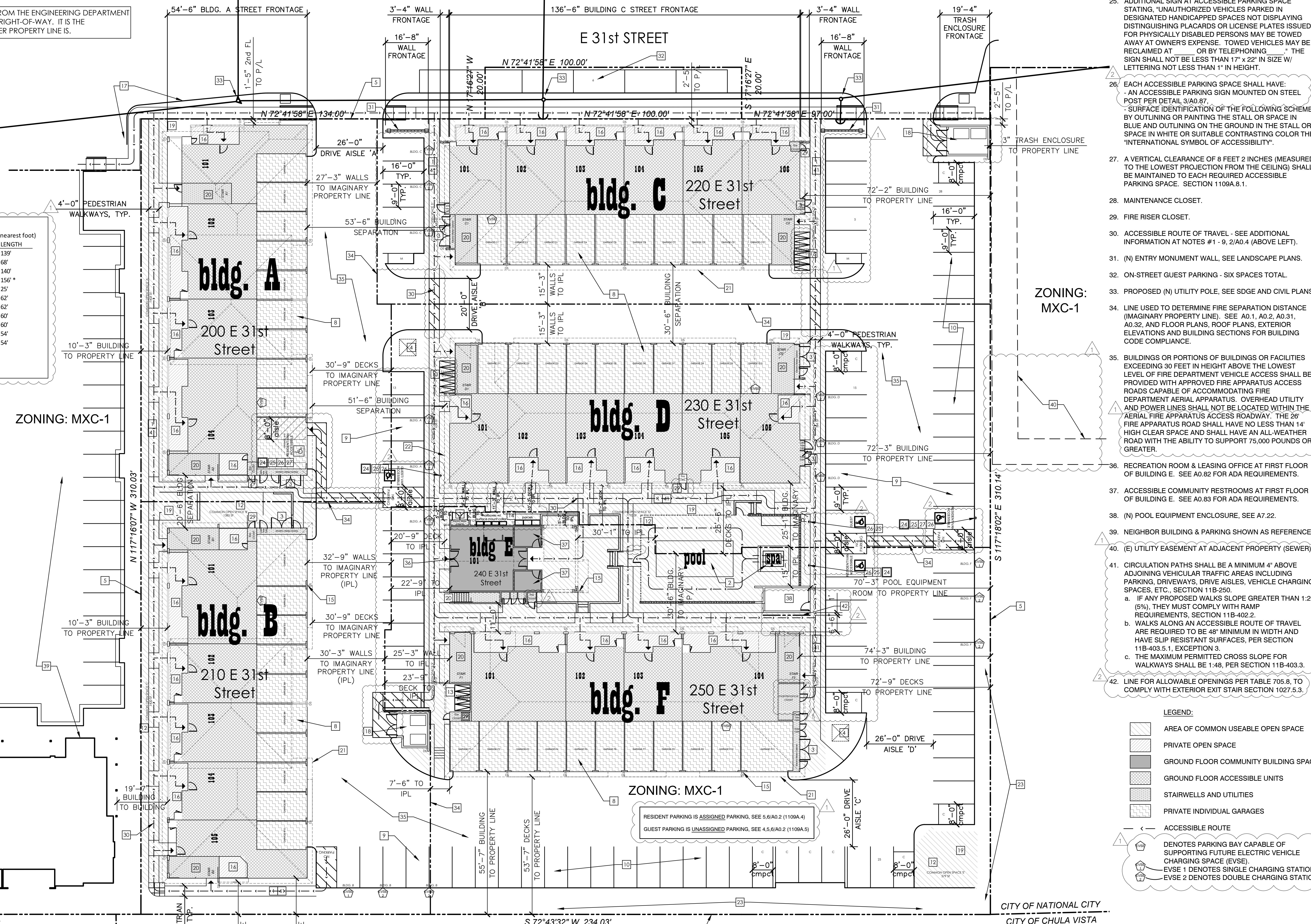
R401.3 DRAINAGE. SURFACE DRAINAGE SHALL BE DIVERTED TO A STORM SEWER CONVEYANCE OR OTHER APPROVED POINT OF COLLECTION THAT DOES NOT CREATE A HAZARD. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.

EXCEPTION: WHERE LOT LINES, WALLS, SLOPES OR OTHER PHYSICAL BARRIERS PROHIBIT 6 INCHES OF FALL WITHIN 10 FEET, DRAINS OR SWALES SHALL BE CONSTRUCTED TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE. IMPERVIOUS SURFACES WITHIN 10 FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2 PERCENT AWAY FROM THE BUILDING.

THE SITE SHALL BE PLANNED AND DEVELOPED TO KEEP SURFACE WATER AWAY FROM BUILDINGS. PLANS SHALL BE PROVIDED AND APPROVED BY THE CITY ENGINEER THAT SHOW SITE GRADING AND PROVIDE FOR STORM WATER RETENTION AND DRAINAGE DURING CONSTRUCTION. BMPs THAT ARE CURRENTLY ENFORCED BY THE CITY ENGINEER MUST BE IMPLEMENTED PRIOR TO INITIAL INSPECTION BY THE BUILDING DEPARTMENT. CGC 4.106.3.

LANDSCAPE IRRIGATION WATER USE SHALL HAVE WEATHER BASED CONTROLLERS. PER CGC 4.304.1.

NOTE: ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, EXISTING AND PROPOSED, ARE SHOWN ON THIS SITE PLAN.



LEGEND: AREA OF COMMON USEABLE OPEN SPACE, PRIVATE OPEN SPACE, GROUND FLOOR COMMUNITY BUILDING SPACE, GROUND FLOOR ACCESSIBLE UNITS, STAIRWELLS AND UTILITIES, PRIVATE INDIVIDUAL GARAGES, ACCESSIBLE ROUTE, DENOTES PARKING BAY CAPABLE OF SUPPORTING FUTURE ELECTRIC VEHICLE CHARGING SPACE (EVSE), EVSE 1 DENOTES SINGLE CHARGING STATION, EVSE 2 DENOTES DOUBLE CHARGING STATION.

SITE PLAN

1/16" = 1'-0" 1

No Fees per Government Code 6103]
RECORDING REQUESTED BY:]
National City Housing Authority]

WHEN RECORDED MAIL TO:]
National City Housing Authority]
Attention: Executive Director]
1243 National City Boulevard]
National City, CA 91950]

APN 562-252-45-00

**AFFORDABLE HOUSING DENSITY BONUS AGREEMENT
(200 E 31st Street)**

THIS AFFORDABLE HOUSING DENSITY BONUS AGREEMENT (“Agreement”) is dated as of the ___ day of _____, 2023, by and between the City of National City (“City”), and KD Cove, LLC, a California limited liability company (“Developer”).

WHEREAS, Developer is the owner of that certain real property generally located at 200 31st Street, in the City of National City, County of San Diego, more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, Developer has applied to the City for a density bonus pursuant to Government Code section 65915, and Sections 18.48.030, et seq. of the National City Municipal Code, provided, however, the Developer independently and of its own free will chose not to increase the density of the Development to be built at the Property. Rather, the Developer is electing to only take one incentive (as defined in Government Code Section 65915 and Sections 18.48.040 of the National City Municipal Code) in exchange for providing the Affordable Units, as defined below; and

WHEREAS, Developer proposes to develop a total of ninety-two (92) housing units on the Property (“Development”) and restrict the rent and occupancy of five (5) residential dwelling units (“Affordable Unit(s)”) to very low-income households in exchange for the one (1) incentive. The Affordable Units shall consist of two (2) studios (489 and 493 square feet respectively), two (2) one bedroom units (634 and 644 square feet respectively) and one (1) two bedroom unit (894 square feet). The initial Affordable Units are to be Units 200-103, 200-104, 200-206, 210-101 and 210-105. However, the Affordable Units may be moved within the development so long as the units have similar finishes and are of similar size, as needed; and

WHEREAS, This Agreement will serve to memorialize Developer’s obligation to provide the Affordable Units, the time frame for the construction and occupancy of the Affordable Units and the restriction of the Affordable Units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years measured from the issuance of final inspection approval for the Development.

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and covenants hereinafter set forth and other good and valuable consideration, the City and Developer agree as follows:

1. Acknowledgement of Incentives. Developer acknowledges and agrees that, the Development is entitled to and is receiving one (1) incentive pursuant to and in accordance with Government Code 65915.

2. Developer Covenants. Pursuant to and in consideration of the incentive, Developer hereby agrees and covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, that at all times during the term of this Agreement the two (2) studios, two (2) one bedroom units and one (1) two bedroom unit shall be rented and occupied as the Affordable Units as set forth in this Agreement.

3. Affordability Restrictions.

(a) Area Median Income. As used herein, "Area Median Income" shall mean the area median income, as adjusted for family size, for San Diego County, established periodically by the California Department of Housing and Community Development ("HCD") and published in the California Code of Regulations. In the event HCD ceases to publish an established Area Median Income as aforesaid, the City may, in its sole discretion, use any other reasonably comparable method of computing Area Median Income.

(b) Occupancy Restrictions. During the term of this Agreement, each of the Affordable Units shall be occupied by a household whose income does not exceed the very low income limits applicable to San Diego County, adjusted for household size, as published annually by HCD, earning at or below fifty percent (50%) of the Area Median Income.

(c) Rent Amount. During the term of this Agreement, the monthly rental rate for the Affordable Units (which shall include a utility allowance based on the utility allowance schedules published annually by the National City Housing Authority) shall not exceed 1/12 of thirty percent (30%) of fifty percent (50%) of the Area Median Income, as adjusted for assumed household size and utilities. The imputed household size for the Affordable Unit shall be equal to the number of bedrooms in the unit plus one. For example, the rent for the studio Affordable Unit shall be calculated using fifty percent (50%) of the Area Median Income for a 1-person household.

4. Restrictions. The following restrictions shall also be applicable to the Affordable Unit:

(a) No Relationship With Developer. The Affordable Units shall not be occupied or leased to Developer or any relative (by blood or marriage) of Developer or any person employed by Developer or of any individuals who are members, principals, executives, directors, partners, or shareholders of Developer or in any entity having an ownership in Developer or in the Property.

(b) No Full-Time Students. The Affordable Units shall not be occupied or leased to any household comprised exclusively of persons who are full-time students, unless such persons

are eligible to file a joint federal income tax return and all such persons reside in the Affordable Unit. The term "full-time student" shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(c) No Student Dependents. Notwithstanding the provisions of section 4(b), the Affordable Units shall not be occupied or leased to any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.

(d) No Owners of Real Property. The Affordable Units shall not be occupied or leased to any person or any household comprised of one or more persons who own real property.

(e) Liquid Asset Limitation. The Affordable Units shall not be occupied or leased to any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, eighty percent (80%) of the then-current annual Area Median Income. As used herein, the term "liquid assets" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "liquid assets" shall not include retirement funds which are not readily accessible or which cannot be accessed by the tenant without the tenant incurring a penalty.

(f) Income of Co-Tenants. The income of all co-tenants and/or occupants shall be taken into account in determining whether a tenant or prospective tenant meets the requirements of this Agreement.

(g) Eligible Tenants Increased Income. If as a result of the annual recertification procedure described in Section 7 below, any household which was previously determined to be eligible to occupy the Affordable Unit is determined to have income in excess of the limit set forth in Section 3(b), above, that household will continue to be eligible to occupy the Affordable Unit, but shall commence paying rent equivalent to thirty percent (30%) of the household's income and Developer shall pay to the City an amount equal the difference between the actual amount of rent paid by the household and the maximum amount of rent for the unit as set forth in Section 3(c), above. Notwithstanding the foregoing, if as a result of the annual recertification procedure described in Section 7 below, a household's income is determined to be in excess of 120% of the Area Median Income, then the Developer shall take all reasonable steps to pursue eviction of the household.

5. Term. Pursuant to Government Code Section 65915, this Agreement shall be effective on the date of its recordation and shall remain in force until the date that is fifty-five (55) years from the date of issuance of final inspection approval of the Development by the City.

6. Deed of Trust.

(a) Execution and Recordation. Developer shall, concurrently with the execution of this Agreement, execute, acknowledge and record a deed of trust on the Property ensuring timely performance of the obligations set forth in this Agreement (“Deed of Trust”). The Deed of Trust shall be subordinated to the construction deed(s) of trust and/or permanent financing in favor of institutional lenders. The subordination shall be upon such terms and conditions and for such periods of time as the City Manager may approve to protect the provision of affordable housing as required by this Agreement. The City shall reconvey the Deed of Trust following the expiration of the term of this Agreement.

(b) Foreclosure on the Property. In the event of a foreclosure on the Property which eliminates the Deed of Trust, the new owner, upon five (5) days’ written notice from the City, shall: (i) execute, acknowledge, and deliver to the City an assignment and assumption of this Agreement in a form as approved by the City, in its reasonable discretion, for recordation; and (ii) execute, acknowledge, and deliver to the City a deed of trust, in a form as approved by the City, in its reasonable discretion, to be recorded against the Property, in a lien priority immediately junior to the assignment and assumption of this Agreement which will secure the performance of this Agreement.; and (iii) reimburse the City for all of its attorneys’ fees and costs in connection with the foregoing, including all costs, attorneys’ fees, and expert witnesses fees incurred by the City in obtaining compliance by the new owner, including those incurred in litigation, if any.

7. Verification of Eligibility. The Affordable Units shall not be rented to a prospective tenant or occupied by any person unless and until the City, through its designated staff, has verified that the prospective tenant or occupant is eligible and that affordable rents will be charged in accordance with the criteria set forth in this Agreement. Developer and/or its successor in interest shall ensure that all eligibility and rent criteria are met during the term of the Agreement. Annually, on the anniversary of the initial certification of compliance, as determined by the City, during the term of this Agreement, Developer or its successor in interest shall certify to the City that the Affordable Units are being occupied by eligible tenants. Said certification shall be on forms acceptable to the City.

8. Maintenance Standards. During the term of this Agreement, Developer shall maintain the Affordable Units and the Property in a condition that satisfies the more stringent of (a) the requirements of the applicable local codes or (b) the United States Department of Housing and Urban Development’s Uniform Physical Conditions Standards. The City shall have the right to inspect the Affordable Units and the Property prior to initial occupancy and periodically during the term of this Agreement, upon three business days’ notice to Developer. The City shall have the right to disclose results of those inspections to the appropriate enforcement authorities. Any deficiencies in the physical condition of the Affordable Units shall be corrected by Developer at Developer’s expense within thirty (30) days of the identification of such deficiency by the City and delivery of written notice of the same to Developer. Failure to correct any deficiencies after receipt of proper notice in compliance with this section shall constitute a breach of this Agreement and subject the Developer to damages as set forth in Section 13 of this Agreement.

9. Interpretation and Construction. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those

as to which it is found to be invalid, shall not be affected thereby. Nothing contained herein shall be deemed compliance with or waiver of any provision of law or conditions of approval except as expressly stated herein.

10. Design, Construction and Occupancy Schedule for the Affordable Units. The Affordable Units shall receive final inspection approval no later than the date that the market-rate units receive final inspection and approval. Time is of the essence in the occupancy of the Affordable Units. The City Manager may, in his or her sole discretion, extend one or more time deadlines for performance as referenced in this Agreement for good cause.

11. Indemnity. Developer agrees to indemnify, defend and hold harmless the City, the National City Housing Authority, and any and all of their respective councilmembers, commissioners, members, officers, agents, servants, and employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from this Agreement, including the construction, sale, rental, or operation of the Development, the Property, and/or any of the units, or from the default by Developer in the performance of its obligations under this Agreement; provided, however, that Developer shall not be required to indemnify, defend, or hold harmless any of the Indemnitees from claims, losses, damages, costs, and expenses related to the sole negligence or willful misconduct of the Indemnitees.

12. Agreement Binding on Successors. The terms, covenants and conditions of this Agreement shall apply to, and shall bind the parties hereto and any successors or assignees. Developer shall not sell, transfer, or otherwise dispose of the Property, any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the City an express written assumption of all of Developer's obligations under this Agreement, on a form reasonably acceptable to the City. Upon assignment and assumption by a successor entity, as approved by the City, Developer shall be released from all prospective liability and responsibility under the terms of this Agreement. Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes. Any sale or conveyance of the Property shall be made subject to this Agreement.

13. Damages; Enforcement; Remedies; Security.

(a) Standing; Equitable Remedies; Remedies Cumulative. Developer expressly agrees and declares that the City shall be the proper party to, and shall have standing to, initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any event that is expressly stated to be a material default hereunder and which event remains uncured following sixty (60) days' written notice to Developer from the City (or up to one hundred twenty (120) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued), notwithstanding the fact that such damages or the detriment arising from such a material default

that remains uncured as aforesaid may have actually been suffered by some other person or by the public at large. Further, Developer expressly agrees that injunctive relief and specific performance are proper pre-trial and/or post-trial remedies hereunder to assure compliance with this Agreement. Nothing in this Section and no recovery by the City shall restrict or limit the rights or remedies of persons or entities other than the City, against Developer in connection with the same or related acts by Developer, provided that Developer shall not be subject to duplicate awards or recoveries. The remedies set forth in this Section are cumulative and not mutually exclusive, except to the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction. Further, the award of damages hereunder shall not bar the exercise of police power or other governmental powers, or the pursuit of criminal, civil, or administrative penalties by the City in connection with any material default under this Agreement that remains uncured as aforesaid. Developer acknowledges that a material default under this Agreement that remains uncured may constitute a violation of state law.

(b) Remedies At Law For Breach Of Rental Restrictions. In the event of any material default under the provisions hereof that remains uncured following thirty (30) days' written notice to Developer from the City (or up to one hundred eighty (180) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued) regarding restrictions on rental of the Affordable Units, at the sole option of the City, the City shall be entitled to the following remedies at law to the extent they are not duplicative, the election of which shall not be required and may be revoked and/or modified until immediately prior to entry of judgment:

(1) Damages For Specific Breach. The City shall be entitled to recover compensatory damages, at its sole option in the event of a material uncured default under the terms of this Agreement. If the material uncured default in question involves the violation of Section 13(b) above, the amount of such compensatory damages shall be the product of multiplying (A) the number of months that the material uncured default in question has continued until the time of trial or cure, whichever occurs first, by (B) the result of subtracting (i) the rents properly chargeable hereunder for the Affordable Unit(s) (ii) the rents actually collected by Developer for the Affordable Unit(s) for the months in question, as reasonably determined by the City. Developer and the City agree that it would be extremely difficult or impracticable to ascertain the precise amount of actual damages accruing to the City as a result of such a material uncured default and that the foregoing formula is a fair and reasonable method of approximating such damages. The City shall be entitled to seek and to recover damages in separate actions for successive, separate breaches, which may occur during the term of this Agreement. Further, interest shall accrue on the amount of such damages from the date of the expiration of Developer's cure period for the material uncured breach in question at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less. Nothing in this section shall preclude the award of exemplary damages as allowed by law.

(2) Acceleration and Liquidation of Future Performance. At the sole option of the City, if any material default by Developer in the performance of its obligations under this Agreement remains uncured for more than ninety (90) days after written notice to Developer by the City specifying such breach in reasonable detail (or such longer period of time, not to exceed six (6) months, as may reasonably be required for Developer to cure such breach exercising

reasonable diligence), Developer's obligation to perform hereunder may be accelerated by the City and declared immediately due through the payment of a liquidated sum. Developer and the City agree that it would be extremely difficult and impractical to predict the precise cost to the City of (i) locating a rental unit equivalent to the Affordable Unit, (ii) procuring such unit (through purchase, lease, or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable Unit, and (iv) inflation. Therefore, Developer and the City agree that, in the event of a material default hereunder by Developer that remains uncured as aforesaid, and upon written notice from the City to Developer that the City has elected to exercise its option to accelerate and liquidate Developer's performance hereunder in accordance with the provisions of this Section 13(b)(2), Developer shall pay, and the City shall be entitled to receive, within thirty (30) days of the City's delivery of such written notice, in complete liquidation of the City's future monetary damages and Developer's future obligations under this Agreement, a lump sum payment equal to: (A) the mathematical differences between the monthly rent for a "Comparable Market Rate Unit" (as determined by the City, using statistical data for units of the same size and location at the time of the breach) and the monthly rent allowable hereunder for the Affordable Unit(s), at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Developer and the City agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Developer to the City hereunder for purposes of any such optional acceleration by the City. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the City delivers to Developer the aforesaid written notice of the City's election to accelerate Developer's performance hereunder, until paid. Further, if Developer breaches this Section 13(b)(2), the City shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs, and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.

14. Monitoring Fees. Developer shall pay to the City, each year during the term of this Agreement, an annual monitoring fee, as determined by the City in schedules promulgated by the City from time to time. Failure to timely pay such fees shall constitute a material default under this Agreement.

15. General Provisions.

(a) Waiver. No provision of this Agreement, or breach of any provision, can be waived except in writing. The waiver by any party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance or law, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law.

(b) Costs and Attorneys' Fees. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and

16. Risk of Market Conditions. Developer shall bear sole responsibility for developing, constructing, and marketing the units covered by this Agreement, pursuant to the approvals that the City has issued for the Development and the requirements contained in this Agreement. The City shall have no obligation to amend this Agreement, and the Developer shall reimburse the City for administrative costs associated with any modification of this Agreement that shall require the approval of the City Council of National City.

17. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other party hereto that he or she has the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf he or she is signing.

CITY:

City of National City

By: _____
Ben Martinez, Interim City Manager

APPROVED AS TO FORM:

City Attorney

By: _____
Barry J. Schultz

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

DEVELOPER:

KD Cove, LLC.
a California limited liability company

By: KIRE Homes III, LLC
a California limited liability company

By: Santa Re Family Investments, L.P.
a California Limited Partnership
Its: Managing Member

By: Santa Re, Inc.
a California Corporation
Its: General Partner

By: 
Joshua Santa

Its: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On October 24, 2023, ~~2022~~, before me, Gina Patel, notary public, notary public, personally appeared Joshua Suntu, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [REDACTED] _____



(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2022, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 OF PARCEL MAP NO. 10843, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 31, 1980, TOGETHER WITH THE WESTERLY 100 FEET OF THE EASTERLY 197 FEET OF THE NORTHERLY 100 FEET OF THE WESTERLY HALF OF THE EASTERLY HALF OF 10 ACRE LOT 8, QUARTER SECTION 152 OF THE RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 11, 1869, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 2 OF SAID PARCEL MAP NO. 10843; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2, SOUTH 19°02'42" EAST 310.17 FEET TO THE SOUTHERLY LINE OF SAID PARCEL MAP NO. 10843; THENCE ALONG SAID SOUTHERLY LINE SOUTH 70°58'32" WEST 332.25 FEET TO THE EASTERLY LINE OF THE WESTERLY HALF OF LOT 8 OF QUARTER SECTION 152 PER MAP NO. 166; THENCE ALONG SAID EASTERLY LINE NORTH 19°02'08" WEST 310.01 FEET TO THE SOUTHERLY LINE OF 31ST STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH 70°56'52" EAST 135.18 FEET; THENCE NORTH 19°03'01" WEST 20.00 FEET; THENCE NORTH 70°56'52" EAST 100.01 FEET; THENCE SOUTH 19°02'36" EAST 20.00 FEET; THENCE NORTH 70°56'52" EAST 97.01 FEET TO THE POINT OF BEGINNING.

PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 17, 2021 AS INSTRUMENT NO. 2021-0658695 OFFICIAL RECORDS.

APN: 562-252-45-00

No Fees per Government Code 6103

Recording Requested By:

National City Housing Authority

When Recorded Mail To:

National City Housing Authority

Attention: Executive Director

1243 National City Boulevard

National City, CA 91950

APN 562-252-45-00

**PERFORMANCE DEED OF TRUST
(200 East 31st Street)**

THIS DEED OF TRUST is dated as of the ___ day of _____, 2023, between KD Cove, LLC, a California limited liability company (“Trustor”), whose address is 10625 Scripps Ranch Blvd. Suite F, San Diego, CA 92131, Chicago Title (“Trustee”), and the City of National City (“Beneficiary”), whose address is 1243 National City Boulevard, National City, California 91950.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of National City, County of San Diego, State of California, described as (“Property”):

(See Legal Description - Exhibit “A”)

FOR THE PURPOSE OF SECURING:

- (1) The timely performance of the Affordable Housing Density Bonus Agreement of even date herewith (“Agreement”), between the Beneficiary and the Trustor, and any renewals, extensions, modifications or amendments to the Agreement by the Trustor and each and every covenant set forth herein; and
- (2) The performance of each agreement contained in this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys’ fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose on this Deed of Trust.

2. Payment of Liens and Taxes. To pay, when due, all taxes and assessments affecting the Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust, and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That it will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreement. That the Agreement is incorporated herein by reference and made a part of this Deed of Trust.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under this Deed of Trust.

B. THE PARTIES AGREE THAT:

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

8. Full Reconveyance. Upon expiration of the term of the Agreement and written request of Beneficiary, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, following an uncured default beyond any applicable cure period in the Agreement, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default beyond any applicable cure period, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default and Foreclosure. Upon default under the Agreement, subject to any applicable notice and cure rights contained in the Agreement, or in the performance of any obligation under this Deed of Trust beyond any applicable cure period, Beneficiary may declare all obligations secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without further demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

11. Due on Sale or Further Encumbrance. Trustor shall not sell, transfer or otherwise dispose of the Property, or any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the Beneficiary an express written assumption of all of Trustor's obligations hereunder this deed of trust, on a form reasonably acceptable to the Beneficiary. Consent to one transaction of this type will not constitute a waiver of the right to acquire consent to future or successive transactions.

12. General Provisions. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the City of National City, and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust. The prevailing party in any litigation, including but not limited to arbitration, writ petitions, complaints, and/or actions for declaratory relief, brought to enforce, interpret or reform the provisions of this Deed of Trust shall be entitled to reasonable attorneys' and experts' fees, costs and out-of-pocket expenses (whether or not considered recoverable "costs" under applicable statute) incurred in such litigation.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under this Deed of Trust be mailed to:

City of National City
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

18. Inspections. Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property at any and all reasonable times, upon at least 48 hours advance notice to Trustor. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property.

19. Hazardous Materials Defined. For purposes of this Deed of Trust, "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the California Solid Waste Management, Resource Recovery and Recycling Act (California Government Code Section 66700 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery act (42 U.S.C. Section 6901, et seq.), Section 25117 or Section 25316 of the California Health & Safety Code; and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.). Notwithstanding the above, the term "Hazardous Materials" shall not include small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar residential properties provided they are used in compliance with applicable laws. The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use,

presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

20. Trustor's Hazardous Materials Representations and Warranties and Indemnity. In addition to the general and specific representations, covenants and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor's agent executing this Deed of Trust, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof, or any property adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by any other person) as a manufacturing site, dump site or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees, contractors and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors and agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor, except to the extent arising as a result of the negligence or willful misconduct of Beneficiary.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Trustor or the Property ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) business days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the

Property which, if true, could result in an order, suit or other action against Trustor affecting any part of the Property by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under this Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable by law.

(e) The foregoing representation, covenants, indemnities and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by satisfaction of the obligations secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities and warranties shall survive such release.

21. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.


TRUSTOR:

KD Cove, LLC.
a California limited liability company

By: KIRE Homes III, LLC
a California limited liability company

By: Santa Re Family Investments, L.P.
a California Limited Partnership
Its: Managing Member

By: Santa Re, Inc.
a California Corporation
Its: General Partner

By: 
Joshua Santa
Its: President

ACKNOWLEDGMENT

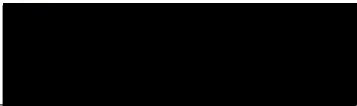
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On October 24, 2023, ~~2022~~, before me, Gina Patel, notary Public, notary public, personally appeared Joshua Santa who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

Exhibit "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 OF PARCEL MAP NO. 10843, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 31, 1980, TOGETHER WITH THE WESTERLY 100 FEET OF THE EASTERLY 197 FEET OF THE NORTHERLY 100 FEET OF THE WESTERLY HALF OF THE EASTERLY HALF OF 10 ACRE LOT 8, QUARTER SECTION 152 OF THE RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 11, 1869, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 2 OF SAID PARCEL MAP NO. 10843; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2, SOUTH 19°02'42" EAST 310.17 FEET TO THE SOUTHERLY LINE OF SAID PARCEL MAP NO. 10843; THENCE ALONG SAID SOUTHERLY LINE SOUTH 70°58'32" WEST 332.25 FEET TO THE EASTERLY LINE OF THE WESTERLY HALF OF LOT 8 OF QUARTER SECTION 152 PER MAP NO. 166; THENCE ALONG SAID EASTERLY LINE NORTH 19°02'08" WEST 310.01 FEET TO THE SOUTHERLY LINE OF 31ST STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH 70°56'52" EAST 135.18 FEET; THENCE NORTH 19°03'01" WEST 20.00 FEET; THENCE NORTH 70°56'52" EAST 100.01 FEET; THENCE SOUTH 19°02'36" EAST 20.00 FEET; THENCE NORTH 70°56'52" EAST 97.01 FEET TO THE POINT OF BEGINNING.

PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 17, 2021 AS INSTRUMENT NO. 2021-0658695 OFFICIAL RECORDS.

APN: 562-252-45-00

No Fees per Government Code 6103

Recording Requested By:

When Recorded Mail To:

National City Housing Authority
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

APN 562-252-45-00

**SUBORDINATION AGREEMENT
(200 E 31st Street)**

THIS SUBORDINATION AGREEMENT (“Subordination Agreement”) is dated as of the 14th day of October, 2023, by the City of National City (“City”), and KD Cove, LLC, a California limited liability company (“Developer”) and NIKOLS Mortgage Fund, LLC (“Lender”).

RECITALS

A. Borrower is the owner of certain real property generally located at 200 E 31st Street, in the City of National City, County of San Diego, California (“Property”), as more particularly described in that certain Deed of Trust dated as of January 26, 2022, and recorded in the Office of the Recorder of the County of San Diego, State of California on January 26, 2022, as Instrument No. 2022-0038024 (“Lender Deed of Trust”).

B. Concurrently with recordation of this Subordination Agreement, Borrower is causing the following to be recorded against the Property in the Office of the Recorder of the County of San Diego, State of California: (i) an Affordable Housing Density Bonus Agreement (200 E 31st Street) (“Density Bonus Agreement”) by and between the City and Borrower; and (ii) a Performance Deed of Trust (“City Deed of Trust”) executed by the Borrower in favor of the City.

C. City, Lender, and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally be and remain at all times a lien, claim, and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

AGREEMENT

1. Subordination of the Lender Deed of Trust to the Density Bonus Agreement. The Lender Deed of Trust, together with all rights and privileges of Lender and Borrower thereunder, are hereby irrevocably and unconditionally made subordinate to and subject to the Density Bonus Agreement. The Density Bonus Agreement is and will remain at all times, a lien, claim, and charge on the Property prior and superior to the Lender Deed of Trust and to all rights and privileges of Lender and Borrower thereunder; provided, however, that a violation of the Density Bonus Agreement shall not defeat, render invalid, or limit the Lender Deed of Trust.

2. Subordination of the City Deed of Trust to the Lender Deed of Trust. The City Deed of Trust, together with all rights and privileges of the City and Borrower thereunder, are hereby irrevocably and unconditionally made subordinate to and subject to the Lender Deed of Trust. The Lender Deed of Trust will remain at all times a lien, claim, and charge on the Property prior and superior to the City Deed of Trust and all rights and privileges of the City and Borrower thereunder.

3. Notices. City, Lender and Borrower agree to give to each other copies of all notices of events of default under their respective documents within 15 days after receipt. All notices given under this Subordination Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to the City:	City of National City Attention: City Manager 1243 National City Boulevard National City, CA 91950
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If to Borrower:	KD Cove, LLC. 10625 Scripps Ranch Blvd, Suite F San Diego, CA 92131
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If to Lender:	NIKOLS Mortgage Fund, LLC 4041 MacArthur Boulevard, Suite 140 Newport Beach, CA 92660
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4. Whole Agreement; Binding Effect. This Subordination Agreement is the whole and only agreement with regard to the priority of the lien, claim and charge of the Density Bonus Agreement, the Lender Deed of Trust and the City Deed of Trust. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

5. Attorney's Fees. If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorney's fees as awarded in the action.

6. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.

7. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

8. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership, or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

LENDER:

NIKOLS MORTGAGE FUND, LLC,
a California limited liability company

By: THE NIKOLS COMPANY
a California corporation
its manager

By: 
Carrie W. Nikols, Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:

KD Cove, LLC.


a California limited liability company

By: KIRE Homes III, LLC
a California limited liability company

By: Santa Re Family Investments, L.P.
a California Limited Partnership
Its: Managing Member

By: Santa Re, Inc.
a California Corporation
Its: General Partner

By:


Joshua Santa

Its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:
City of National City

By: _____
Ben Martinez, Interim City Manager

APPROVED AS TO FORM:
Barry J. Schultz, City Attorney

By: _____
Barry J. Schultz
City Attorney

ACKNOWLEDGMENT

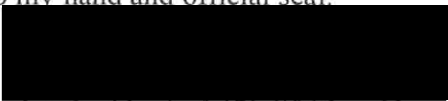

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ~~San Diego~~ ^{ORANGE})

On October 24, 2023, before me, Morgan Harris Rommel, notary public, personally appeared Carrie W. Wikols, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 




ACKNOWLEDGMENT


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

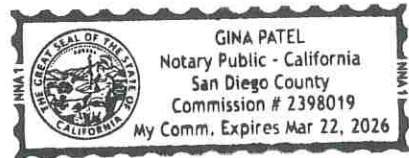
State of California)
)
County of San Diego)

On October 24, 2023, ~~2022~~, before me, Gina Patel, notary public, personally appeared Joshua Santa, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature  _____



(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2022, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH KD Cove, LLC, A CALIFORNIA LIMITED PARTNERSHIP, RESTRICTING THE RENT AND OCCUPANCY OF FIVE (5) UNITS TO VERY LOW INCOME HOUSEHOLDS IN EXCHANGE FOR ONE INCENTIVE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65915 – 65918 FOR THE DEVELOPMENT OF 9 HOUSING UNITS LOCATED AT 200 E. 31ST STREET IN NATIONAL CITY

WHEREAS, KD Cove, LLC, a California Limited Partnership (“Developer”) is developing the property located at 200 E 31st Street; and

WHEREAS, current zoning allows for the construction of 113 units by right; and

WHEREAS, the Developer will restrict the rent and occupancy of five (5) units to very low income households (below 50% of area median income) in exchange for one incentive, 1) Remove common open space requirements for the project, mandated by California Government Code Sections 65915 – 65918; and

WHEREAS, the Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the five (5) affordable units and the restriction of the affordable units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years; and

WHEREAS, a Performance Deed of Trust will also be recorded to secure the Agreement on the property.

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

Section 1: Approves an Affordable Housing Density Bonus Agreement with KD Cove, LLC, a California Limited Partnership, restricting the rent and occupancy of five (5) units to a very low income household in exchange for one incentive pursuant to California Government Code Sections 65915 – 65918 for the development of 92 housing units located at 200 E 31st Street in National City.

Section 2: That the City of National City will record a Performance Deed of Trust securing the timely performance of the Affordable Housing Density Bonus Agreement, and after it is recorded in the County of San Diego, a copy of said Deed of Trust will be on file in the Office of the City Clerk

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

PASSED and ADOPTED this the 5th day of December 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Library and Community Services
Prepared by: Myra M. Pina, Management Analyst II
Meeting Date: Tuesday, December 5, 2023
Approved by: Benjamin A. Martinez, Interim City Manager

SUBJECT:

Approval of Amendment to Agreement with San Diego County for Nutrition Services

RECOMMENDATION:

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Ratifying Amendment 11 to County Contract 561763, Increasing the Senior Nutrition Infrastructure Grant by an Amount of \$59,676 Resulting in a New Maximum Agreement Amount of \$1,939,607, and Authorizing an Increase of \$7,090 in Appropriations for Nutrition Center Kitchen Equipment with a Corresponding Increase in Revenue.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City has contracted with the County of San Diego since 1979 to provide a dining room and home delivery meal service to senior citizens 60 years and older. The City Council ratified the execution of the most recent County Contract 561763 on February 4, 2020. In addition, the City Council approved accepting the Senior Nutrition Infrastructure Grant on February 7, 2023. Also, Amendment 10, approved by the City Council on June 20, 2023, extended the contract to December 31, 2023.

Amendment 11 features the following changes:

2.1 Revise Exhibit “C,” Payment Schedule for Option 4 – July 1, 2023 – December 31, 2023, as follows:

- Increase the number of Congregate Meals from 20,000 to 27,900, County reimbursement from \$116,000.00 to \$161,820.00, and increase the contractor’s match from \$12,887.60 to \$17,978.20.
- Increase the number of Home-Delivered Meals from 10,000 to 10,200, County reimbursement from \$57,000.00 to \$58,140.00, and increase the contractor’s match from \$6,332.70 to \$6,459.35.
- Increase Incentive Payments (Number of proposed Congregate Meals) from 20,000 to 27,900 and increase County reimbursement total from \$14,000.00 to \$19,530.00.
- Increase Incentive Payments (Number of proposed Home-Delivered Meals) from 10,000 to 10,200 and increase County reimbursement total from \$4,800.00 to \$4,896.00.
- Increase the Grand Total of County reimbursements from \$191,800.00 to \$244,386.00 and increase the contractor’s match from \$19,220.30 to \$24,437.55.

Revise Exhibit “C-3,” Senior Nutrition Infrastructure Grant as follows:

- Add term of Effective Date of Modification 11 – December 31, 2023.

- Revise the table to add additional funding totaling \$7,090. Revisions are as follows:
 - Increase Commercial Immersion Blender from \$660.00 to \$1,200.00.
 - Increase Griddle from \$3,300.00 to \$4,000.00.
 - Increase Food Slicer from \$3,850.00 to \$4,800.00.
 - Increase Ice Machine from \$5,500.00 to \$9,400.00.
 - Increase Warming Drawer/Cabinet with Worktable from \$16,500.00 to \$17,500.00.
 - Increase Total Not-to-Exceed from \$198,815.00 to \$205,905.00.

The Amendment increases the City’s service units eligible for reimbursement through the County by 7,900 congregate meals and 200 home-delivered meals through the end of the current agreement on December 31, 2023.

The Senior Nutrition Infrastructure Grant Funds increase will allow staff to fund a new immersion blender, griddle, food slicer, ice machine, and warming drawer. Since the initial costing for the grant, prices have risen on supplies and materials.

The City of National City Senior Nutrition Program is open Monday – Friday and serves an average of 200 congregate meals daily at the George H. Waters Nutrition Center. Nutrition Center staff also deliver approximately 80 home-delivered meals daily while conducting wellness checks on local seniors. Food is prepared on-site by professional staff. The suggested contribution for seniors 60+ is \$3.50 per meal, with those under 60 charged \$6.00 per meal. No senior is ever turned away because they cannot pay. The Senior Nutrition Center is a vital service to the senior community as a source of adequate nutrition, wellness, and socialization.

FINANCIAL STATEMENT:

Approval of this item will result in additional appropriations of \$7,090 needed to fully cover the costs for the new equipment and be offset by a like amount in additional revenue from the County. No additional appropriations are needed at this time to meet the matching requirements for the increase in the number of meals served.

Expenditure Account: 166-441-429-510-0000

Revenue Account: 166-41429-3470

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – 561763-11 Amendment - NC Nutrition Center

Exhibit B – County Contract Number 561763

Exhibit C – Resolution

**COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
AMENDMENT
CONTRACT 561763, MODIFICATION 11**

Effective Date: Date signed by County of San Diego, Department of Purchasing and Contracting

Contractor: City of National City

Agreement Title: Senior Nutrition Program


Contractor and County of San Diego (“County”) enter into this amendment (“Amendment”) to modify the above-referenced contract (“Agreement”) as described herein.

1. Agreement Terms and Work: The Agreement Terms and Work remain unchanged.
2. Compensation: As a result of this amendment, Contractor’s compensation is increased by an amount of \$59,676.00 resulting in a new Maximum Agreement Amount of \$1,939,607.00.
 - 2.1 Revise Exhibit C, Payment Schedule for Option 4 – July 1, 2023 – December 31, 2023, as follows:
 - 2.1.1 Increase number of Congregate Meals from 20,000 to 27,900, increase total from \$116,000.00 to \$161,820.00, and increase contractor’s match from \$12,887.60 to \$17,978.20.
 - 2.1.2 Increase number of Home-Delivered Meals from 10,000 to 10,200, increase total from \$57,000.00 to \$58,140.00, and increase contractor’s match from \$6,332.70 to \$6,459.35.
 - 2.1.3 , Increase Incentive Payments (Number of proposed Congregate Meals) from 20,000 to 27,900, and increase total \$14,000.00 to \$19,530.00.
 - 2.1.4 Increase Incentive Payments (Number of proposed Home-Delivered Meals) from 10,000 to 10,200, and increase total \$4,800.00 to \$4,896.00.
 - 2.1.5 Increase Grand Total from \$191,800.00 to \$244,386.00, and increase contractor’s match from \$19,220.30 to \$24,437.55.
 - 2.2 Revise Exhibit C-3 Senior Nutrition Infrastructure Grant as follows:
 - 2.2.1 Add term of Effective Date of Modification 11 – December 31, 2023.
 - 2.2.2 Revise table to add additional funding totaling \$7,090. Revisions are as follows:
 - 2.2.2.1 Increase Commercial Immersion Blender from \$660.00 to \$1,200.00.
 - 2.2.2.2 Increase Griddle from \$3,300.00 to \$4,000.00.
 - 2.2.2.3 Increase Food Slicer from \$3,850.00 to \$4,800.00.
 - 2.2.2.4 Increase Ice Machine from \$5,500.00 to \$9,400.00.
 - 2.2.2.5 Increase Warming Drawer/Cabinet with Worktable from \$16,500.00 to \$17,500.00.
 - 2.2.2.6 Increase Total Not To Exceed from \$198,815.00 to \$205,905.00.
 - 2.3 Revised Exhibit C, Pricing Schedule marked Modification 11 is attached.
 - 2.4 Revised Exhibit C-3, Senior Nutrition Infrastructure Grant marked Modification 11 is attached.
3. Term of Agreement: The contract term remains unchanged through December 31, 2023

All other terms and conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the Effective Date set forth above. This Amendment is not valid unless signed by Contractor and County Contracting Officer. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

By: 
Benjamin Martinez (Oct 23, 2023 14:25 PDT)

Name: Benjamin Martinez
Title: Interim City Manager
Email: pgarcia@nationalcityca.gov
Date: Oct 23, 2023

By electronically signing this document, all parties accept the use of electronic signatures.

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COUNTY OF SAN DIEGO:

Department Review and Recommended Approval:

By: 
Jan [Redacted] 34 PDT)

Name: [Redacted] a Jordan
Title: Chief, Agency Operations
Dept. Aging & Independence Services
Date: Sep 29, 2023

APPROVED:

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: 

Name: [Redacted] sey Neal
Title: Sr. Procurement Contracting Officer
Date: Oct 25, 2023

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 11
 AGREEMENT WITH CITY OF NATIONAL CITY FOR
 SENIOR NUTRITION PROGRAM
 EXHIBIT C –PAYMENT SCHEDULE**

COMPENSATION: The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA) and can change annually. A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.

BASE PERIOD February 1, 2020 – June 30, 2020

Services	Proposed Number of Service Meals	County’s Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor’s Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	25,630	\$4.96	\$127,124.80	\$14,123.57
Home-Delivered Meals	9,863	\$4.76	\$46,947.88	\$5,215.91
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	25,630	\$0.77	\$19,735.10	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	9,863	\$0.68	\$6,706.84	N/A
GRAND TOTAL:			\$200,514.62	\$19,339.47

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back-up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of item(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 11
 AGREEMENT WITH CITY OF NATIONAL CITY FOR
 SENIOR NUTRITION PROGRAM
 EXHIBIT C – PAYMENT SCHEDULE
 OPTION 1 - July 1, 2020 – June 30, 2021**

Services	Proposed Number of Service Meals	County’s Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor’s Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$5.23	\$214,283.56	\$23,806.90
Home-Delivered Meals	17,676	\$4.89	\$86,435.64	\$9,603.00
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.67	\$27,451.24	N/A
Incentive Payments* (Number of proposed Home- Delivered Meals)	17,676	\$0.72	\$12,726.72	N/A
GRAND TOTAL:			\$340,897.16	\$33,409.90

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of item(s) purchased.
 - 1.3.1.4. Date of items(s) purchased.

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 11
 AGREEMENT WITH CITY OF NATIONAL CITY FOR
 SENIOR NUTRITION PROGRAM
 EXHIBIT C – PAYMENT SCHEDULE**

OPTION 2A - July 1, 2021 – December 31, 2021

Services	Service Meals Claimed through 12/31/2021	County’s Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor’s Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	6,011	\$5.23	\$31,437.53	\$3,492.71
Home-Delivered Meals	5,683	\$4.89	\$27,789.87	\$3,087.45
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	6,011	\$0.67	\$4,027.37	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	5,683	\$0.72	\$4,091.76	N/A
GRAND TOTAL:			\$67,346.53	\$6,580.16

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
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 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 11
 AGREEMENT WITH CITY OF NATIONAL CITY FOR
 SENIOR NUTRITION PROGRAM
 EXHIBIT C – PAYMENT SCHEDULE
 OPTION 2B - January 1, 2022 – June 30, 2022**

Services	Proposed Number of Service Meals	County’s Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor’s Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	34,961	\$5.49	\$191,935.89	\$21,324.08
Home-Delivered Meals	11,993	\$5.13	\$61,524.09	\$6,835.33
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	34,961	\$0.70	\$24,472.70	N/A
Incentive Payments* (Number of proposed Home- Delivered Meals)	11,993	\$0.76	\$9,114.68	N/A
GRAND TOTAL:			\$287,047.36	\$28,159.41

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 11
 AGREEMENT WITH CITY OF NATIONAL CITY FOR
 SENIOR NUTRITION PROGRAM
 EXHIBIT C – PAYMENT SCHEDULE
 OPTION 3 - July 1, 2022 – June 30, 2023**

Services	Proposed Number of Service Meals	County’s Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor’s Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$5.80	\$237,637.60	\$26,401.54
Home-Delivered Meals	19,676	\$5.70	\$112,153.20	\$12,460.22
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.70	\$28,680.40	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	19,676	\$0.48	\$9,444.48	N/A
GRAND TOTAL:			\$387,915.68	\$38,861.76

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 11
 AGREEMENT WITH CITY OF NATIONAL CITY FOR
 SENIOR NUTRITION PROGRAM
 EXHIBIT C – PAYMENT SCHEDULE**

OPTION 4 – July 1, 2013 – December 31, 2023

Services	Proposed Number of Service Meals	County’s Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor’s Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	27,900	\$5.80	\$161,820.00	\$17,978.20
Home-Delivered Meals	10,200	\$5.70	\$58,140.00	\$6,459.35
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	27,900	\$0.70	\$19,530.00	N/A
Incentive Payments* (Number of proposed Home- Delivered Meals)	10,200	\$0.48	\$4,896.00	N/A
GRAND TOTAL:			\$244,386.00	\$24,437.55

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 11
 AGREEMENT WITH CITY OF NATIONAL CITY FOR
 SENIOR NUTRITION PROGRAM
 EXHIBIT C-3 – SENIOR NUTRITION INFRASTRUCTURE GRANT**

1. Cost Reimbursement:

- 1.1 Contractor may be reimbursed for items purchased below under this agreement.
- 1.2 Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Contractor shall also provide proof of purchase order, receipt or similar. Information provided shall include:
 - 1.2.1 Description of item purchased
 - 1.2.2 Total Price of items(s) purchased
 - 1.2.3 Date of items(s) purchased

Term: Effective Date of Modification 11 - December 31, 2023

Equipment Description	Unit Cost	Number of Units	Total Cost
Commercial Immersion Blender	\$1,200.00	1	\$1,200.00
Menu Board	\$275.00	1	\$275.00
Griddle	\$4,000.00	1	\$4,000.00
Food Slicer	\$4,800.00	1	\$4,800.00
Ice Machine	\$9,400.00	1	\$9,400.00
Warming Drawer/Cabinet with Worktable	\$17,500.00	1	\$17,500.00
Hot Shot Truck	\$84,365.00	2	\$168,730.00
TOTAL NOT TO EXCEED:			\$205,905.00

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and The City of National City, 1415 D Avenue, National City, CA 91950 ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors on October 10th, 2017 Minute Order No. 05 authorized the Director of Purchasing and Contracting, to award a contract for Senior Nutrition Services.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A and A-1 Statement of Work, Exhibit B Insurance Requirements, Exhibit B-1 Vehicle Usage Agreement and Exhibit C, Pricing Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B, B-1 or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; fifth (5th) Exhibit A-1, and sixth (6th) Exhibit B-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor's Representative.** The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique; accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 **Contractor's Agents and Employees or Subcontractors.** Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified

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of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.
- 1.5 Off Shore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A and A-1 to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any

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interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process.

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A and A-1 Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations.

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A and A-1 herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Reserved

3.3.4 Return, Transfer and Removal of Assets.

3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of

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the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Agreements.

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Pricing Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A and A-1, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Provisional Rate, or Fixed Price Contracts with Cost Reimbursement Elements (Rev. 7/1/17)

4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

If the pricing schedule and budget are segregated, the Pricing Schedule is in Exhibit C-1 and the budget for cost reimbursement elements is in Exhibit C-2. Invoices are subject to the requirements of Paragraph 4.2 below.

4.1.2 Agreement Budget for Cost Reimbursement Elements. In no event shall the Agreement budget total be increased or decreased prior to County approved Agreement amendment. Some budget line item adjustments require County review and approval. Adjustments requiring County review and approval are listed in Exhibit C-2 "Contractor's Budget."

4.1.3 Administrative Adjustment. The COR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.

4.1.4 Agreement Amendment. An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

4.1.5 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

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4.2 Invoices and Payment

- 4.2.1 Invoices. County agrees to pay Contractor in arrears only after receipt and approval of properly completed monthly invoices by the Contracting Officer's Representative ("COR") for the work performed in the prior month. Invoices shall be detailed and itemized referencing the Agreement number, and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, or cost of each line item in the budget, and a progress report documenting the status and accomplishments of Contractor during the billing period pursuant to Exhibit C, documenting the total invoiced amount by Contractor. Contractor's monthly invoices shall include a statement certifying whether it is in compliance with Paragraph 8.16 of this Agreement
- 4.2.2 Provisional Rates / Cost Reimbursement Elements. For provisional rates, or cost reimbursement elements, Contractor shall maintain records of its actual costs, as required herein, for those services paid under a provisional rate or as cost reimbursement. Contractor's last payment each fiscal year shall be withheld until after County and Contractor reconcile Contractor's actual costs with the amount paid from the provisional rates, if any. If County has paid Contractor more than their actual costs, Contractor shall refund County the excess amount paid in accordance with Paragraph 4.2.3. If Contractor's actual costs are more than the amount paid by County, County will pay Contractor the difference, up to, but not to exceed the annual contract amount identified in the Signature Page, in accordance with Paragraph 4.2.3 County's obligation to pay is also subject to the other requirements of this Agreement.
- 4.2.3 Payments. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13 for provisional rates or cost reimbursement elements. Payments will be made in arrears after receipt of properly completed invoice approved by the COR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

For Provisional Rates, County will reimburse the good faith estimate of the actual allowable, allocable and reasonable costs incurred associated with the work performed during the month of service. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13.

- 4.2.3.1 This monthly invoice shall reflect a good faith estimate of the actual allowable, allocable and reasonable costs incurred associated with the work performed during the month of service. This good faith estimate shall be based on the budgeted net unit cost for each service category, hereafter known as provisional rates, multiplied by the units provided.
- 4.2.3.2 Reconciliation of Good Faith Estimates to Actual Allowable Expenses. Contractor shall submit a cost report to complete a reconciliation of the actual allowable, allocable and reasonable expenses incurred associated with the work performed under this agreement twice annually at a minimum; the COR may require them more frequently. Cost reports submitted by Contractor shall include the actual allowable cumulative year to date expenses by service category for the period. Upon receipt of each cost report, County will reconcile year to date payments with year to date actual allowable, allocable and reasonable expenses and adjust the next monthly invoice for under payments or overpayments in excess of \$100. Cost reports shall also include total amounts over paid by the County to Contractor or under paid by the County to the Contractor for each month of service. At the end of each fiscal year, Contractor shall complete an annual reconciliation of the actual allowable expenses incurred associated with the work performed under this agreement for that fiscal year. Overpayments and underpayments will be adjusted during the fiscal year and at the end of the fiscal year as instructed by the COR.
- 4.2.3.3 Final Fiscal Year End Settlements. Contractor shall submit the final cost report reflecting the actual costs for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be established by each program. This settlement date shall be no more than 60 calendar days from the end of the County fiscal year. Upon receipt of the fiscal year end cost report, County will reconcile year to date payments with fiscal year end actual allowable, allocable and reasonable expenses. County will reimburse Contractor for underpayments and will recoup overpayments from Contractor. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1, through June 30, unless otherwise defined in this Agreement. ||
- 4.2.3.4 Final Agreement Settlement Date. Contractor shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than 60 calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.

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4.2.4 Full Compensation. Pending any adjustments by the COR and except as otherwise provided for in the cost reports submitted by Contractor to County if Provisional Rates are utilized, each invoice approved and paid shall constitute full and complete compensation to Contractor for all work completed during the billing period pursuant to Exhibit A and A-1 and Exhibit C. This Agreement constitutes the entire Agreement between Contractor and County. Contractor shall be entitled only to payment and, if Provisional Rates or Reimbursable elements are included in this Agreement, reimbursement for allowable, allocable and reasonable costs, associated with services pursuant to Exhibit A and A-1.

4.2.5 Prompt Payment for Vendors and Subcontractors

4.2.5.1 Prompt payment for vendors and subcontractors.

4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.1.5.1.1.1. Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.2.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.1.5.1.1.1. Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.

4.1.5.1.1.1.1. Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.1.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.1.5.1.1.1.1.1. Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.2.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.2.5.24.1.5.1.1 of this Agreement and shall follow Paragraph 4.2.5.24.1.5.1.13 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.2.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.

4.2.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

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In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.2.7 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.7.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
 - 4.2.7.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
 - 4.2.7.3 Default. Contractor was in default under any terms and conditions of this Agreement.
 - 4.2.7.4 Fees for Service. Contractor implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval, unless authorized elsewhere in this Agreement.
- 4.2.8 Withholding Of Payment. County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, Federal or other funding source reporting or auditing requirements are received and approved by COR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.
- 4.2.9 Interpretation of Claim Provisions. As used in this Article 4, the term "claim" refers to a claim filed pursuant to San Diego County Code of Administrative Ordinances Article V-A, "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims against the County."
- 4.2.10 Severability Limits. Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall Contractor exceed the Severability Limits.
- 4.2.11 Disallowance. In the event Contractor receives payment from County for a service, reimbursement for which is later disallowed by County or the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement or any other Agreement. Similarly, a disallowance under a prior Agreement may be offset against this Agreement.
- 4.2.12 Partial Payment. If Contractor fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, Contractor shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COR.
- 4.2.13 Project Generated Revenue. Project Generated Revenue realized by Contractor in excess of the Agreement budget shall be utilized in support of the Project.
- 4.2.13.1 Project Generated Revenue and Expenditures shall be reported at the end of the Agreement period.
 - 4.2.13.2 With COR approval, Contractor may expend a remaining balance of project generated revenue in the term of a subsequent County Agreement in support of this Project.
- 4.2.14 Rate of Expense. Contractor shall control its rate of expense in relation to units of service and anticipated revenues.
- 4.2.15 Contractor shall inform the COR when it is anticipated that the need for services will exceed the approved service units and budget; however, Contractor's claim/invoice shall not exceed the approved budget.
- 4.2.16 Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with Federal, State or local laws or regulations and may be audited and/or reviewed by the County and/or the appropriate Federal, State or County agency. In the event of an audit disallowance of any claimed cost which is subject to compliance with Federal, State or local law or regulations, Contractor shall be liable for any costs or lost revenue resulting therefrom.

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ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 **County's Agreement Administrator.** The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 **Agreement Progress Meeting.** The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 **Contracting Officer.** The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 **Claims.** Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

- 7.1 **Termination for Default.** Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and

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County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
- 7.5.4.2 Improperly submitted claims, or
- 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.4 Any breach of any term or condition of the Agreement, or
- 7.5.4.5 Any actions under any warranty, express or implied, or
- 7.5.4.6 Any claim of professional negligence, or
- 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

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- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

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- 8.9.1 Byrd Anti-Lobbying Amendment. Contractor shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

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As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
 - 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery,

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bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;

8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.

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- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

- 8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:
- 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- 8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

- 8.24 Contract Work Hours and Safety Standards. If mechanics or laborers are to be employed under this Agreement, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In

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addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation,

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however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. ~~When the services to be performed are of such nature that the difference cannot be corrected,~~ County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Contractors will provide the following to the COR:

- 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHS) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov).
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
- 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.

- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

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- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies

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Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XD). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- (b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 13.8 Reports. Contractor shall submit reports required in Exhibit A and A-1 and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:

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- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
 - 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
 - 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
 - 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County
 - 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
 - 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
 - 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;
 - 14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and
 - 14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.
 - 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 **Definitions.** Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2 "Business Associate," when applicable, shall mean the Contractor.
 - 14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5 "Covered Entity," when applicable, shall mean the County.
 - 14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.
- 14.3 **Responsibilities of Contractor.**
- 14.3.1 **Use and Disclosure of County PHI/PI/PII.** Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
 - 14.3.2 **Safeguards.** Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.
 - 14.3.3 **Mitigation.** Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
 - 14.3.4 **Subcontractors.** Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
 - 14.3.5 **Cooperation with County.**
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
 - 14.3.6 **Breach Reporting.** Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1 **Initial Report.**
 - 14.3.6.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHS Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

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- 14.3.6.1.2 Contractor shall email COR and HHS Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the online portal at www.cosdcompliance.org within one (1) business day.
- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
- 14.3.6.3 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements, which may include, but are not limited to:
 - 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable County PHI/PI/PII shall:
 - 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter; and
 - 14.3.8.1.2 Sign a confidentiality statement, prior to access to such PHI/PI/PII; and
 - 14.3.8.2 Computer warning banners for all systems containing applicable County PHI/PI/PII
 - 14.3.8.3 Comprehensive, annual security risk assessments
 - 14.3.8.4 Policies and internal controls to ensure secure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses.
 - 14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.

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- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services

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Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section

- 16.21.1 Contractor shall utilize a subsequent arrest notification service during employee or volunteer' tenure or perform criminal history annually.
- 16.21.2 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.21.3 Definitions

- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of eighteen (18) years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

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16.22 Health Insurance. Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin the 1st day of February 2020 and end on June 30, 2020, ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for 3 increments of 1 year(s) each for a total of 3 years beyond the expiration of the Initial Term, not to exceed June 30, 2023, pursuant to Exhibit C Pricing Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend For One To Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C or other applicable pricing provisions of this Agreement, County agrees to pay Contractor a sum not to exceed two hundred thousand five hundred fourteen dollars and sixty two cents (\$200,514.62) for the initial term of this Agreement and a sum not to exceed three hundred thirty thousand nine hundred twenty seven dollars (\$330,927) for each of the 3 one-year option periods, for a maximum Agreement amount of one million one hundred ninety three thousand two hundred ninety five dollars and sixty two cents (\$1,193,295.62), in accordance with the method of payment stipulated in Article 4.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

Patricia Rollin, Administrative Analyst III
5560 Overland Avenue, Ste. 310
San Diego, CA 92123

Phone 858-505-6533 and email Patricia.Rollin@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Ingrid Slettengren, Nutrition Manager
1415 D Avenue
National City, CA 91950

Phone 619-336-6751, FAX 619-477-1136 and email islettengren@nationalcityca.gov


IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

B  for
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 1-31-20
S. Figueroa

CITY OF NATIONAL CITY


By: ALEJANDRA SOVELO-SOLIS, Mayor

Date: 1/22/2020

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EXHIBIT A – STATEMENT OF WORK
CONGREGATE MEALS IN THE SOUTH REGION

1. Scope of Work/Purpose

Contractor shall provide nutritionally sound meals to individuals sixty (60) years of age and older living throughout San Diego County. The meals shall be provided in a congregate (group) setting at Senior Dining Centers. There is no charge to the senior for these services, but Contractor shall provide the opportunity for the senior to make a contribution at a suggested donation amount. The eligible population for Title III C-1 is defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas.

2. Background Information

The Senior Nutrition Program, which began in the County of San Diego in 1975, is funded through Title III of the Older Americans Act, a federal program administered by State and County governments and operated under rules, policies, and regulations of the California Department of Aging (CDA). County of San Diego (County) Health and Human Services Agency (HHSA), Aging & Independence Services (AIS), as the designated Area Agency on Aging, oversees this program. Nutrition services assist older individuals to live independently by promoting better health and reduced isolation through a program of coordinated congregate meals, home-delivered meals, transportation, and supportive services. In fiscal year 2017/2018 various contractors served approximately 7,500 clients with lunches at several sites throughout the County, and many contractors also served approximately 2,300 clients with home delivered meals. Breakfast is also provided at some sites and to some home-delivered meal recipients.

Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

On December 13, 2016, the San Diego County Board of Supervisors at the recommendation of Chairman Ron Roberts and Supervisor Greg Cox unanimously voted to establish the *Live Well San Diego* Food System Initiative (Initiative), which positions the County of San Diego to take on a greater role in the advancement of a safe, healthy, and robust food system. As part of the Initiative, the County Board of Supervisors also received the Eat Well Practices, a guide for expanding healthy, local and sustainable food and beverage options for the County. The County updated this policy to reflect the San Diego County Board of Supervisors' direction as well as United States Department of Agriculture (USDA) regulations, General Services Administration's Wellness and Sustainability requirements and Center for Disease Control's Smart Food Choices: How to Implement Food Service Guidelines in Public Facilities.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

2.1. http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html

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2.2. <http://www.LiveWellSD.org>

3. Goals

3.1 Contractor shall provide the services described herein to accomplish the following goals:

3.1.1 Assist individuals sixty (60) years of age and older to live independently by promoting better health and reduced isolation as a result of the Senior Nutrition Program, a program of coordinated congregate meals.

3.2 Contractor shall comply with the Regulations/Standards that apply to the Title IIIC Elderly Nutrition Program (ENP).

3.2.1 Regulation websites are as follows:

[California Code of Regulations - Title 22, Division 1.8](#)

[California Retail Food Code \(CRFC\):](#)

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>

[California Welfare and Institutions Code](#)

<https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>

<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)

[Occupational Safety and Health Administration \(OSHA\)](#)

[Dietary Guidelines for Americans 2015 \(DGA\) CDA Standard Agreement](#)

4. Deliverables

4.1 Meals.

4.1.1 Meals shall be planned in accordance with:

4.1.1.1 Title 22, Social Security, Division 1.8 California Department of Aging, Chapter 4 (1) Title III Programs – Program and Service Provider Requirements, Article 5. Title III C- Elderly Nutrition Program (herein referred to as Title 22) Section 7638.5 Nutrition Requirements of Meals:

https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/

4.1.1.2 CDA Program Memo 12-17 (P) Nutrition Older Americans Act Nutrition

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Services Menu Guidance for Compliance with Dietary Guidelines for Americans, 2010:

<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment).

- 4.1.2 Each meal shall contain at least one-third (1/3) of the current Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2007), which are incorporated by reference.

<http://nationalacademies.org/hmd/About-HMD/Leadership-Staff/HMD-Staff-Leadership-Boards/Food-and-Nutrition-Board.aspx>

- 4.1.2.1 If the program provides two (2) meals per day, second meal shall be different from the first meal and a minimum of two-thirds (2/3) of the DRI shall be provided.

- 4.1.3 Meals shall comply with the Dietary Guidelines for Americans (2015, 8th edition) established by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services. <http://fnic.nal.usda.gov/dietary-guidance/dietary-guidelines>

- 4.1.4 Contractor shall submit menus to the County's Registered Dietitian for review and approval four (4) weeks prior to the start of the month. Menus shall reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

- 4.1.5 Contractor shall meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards and shall not supersede Section 4.1.1 above.

http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf

- 4.1.6 Contractor shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods.
- 4.1.7 Contractor shall ensure that each food facility has equipment necessary for preparing and serving meals that are safe and of good quality.
- 4.1.8 The County's Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3 (d)(1) and Title 22 CCR 7638.

- 4.2 Congregate Meals. Contractor shall provide the maximum number of meals annually, pursuant to Exhibit C, to eligible seniors in a congregate setting for a minimum of five (5) days per week. A lesser frequency must be approved in advance by the County.

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- 4.2.1 Contractor shall complete an initial client assessment to determine the eligibility of participants. Factors include age and nutrition screening assessments. All assessments shall be made available to the Contracting Officer's Representative (COR) and County's Registered Dietitian upon request.
- 4.2.2 Contractor shall complete a reassessment on an annual basis prior to, or on, the date of the original assessment.
- 4.2.3 Participants shall not be means tested [OAA 315(b)(3)].
- 4.2.4 Contractor shall have a paid staff member, or a trained volunteer, responsible for the day-to-day activities at each site, and be physically present on-site during the time nutrition program activities are taking place.
- 4.2.5 Contractor shall ensure that each congregate meal site has equipment, including tables and chairs that is sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization. (Title 22 s7638.1(b)(3)).
- 4.2.6 Contractor shall ensure that all congregate nutrition sites are open and accessible to the public.
- 4.2.7 Contractor shall ensure that eligible individuals with ADA accessibility requirements are not excluded from, or restricted in, participating in the program.
- 4.2.7.1 All sites shall be ADA accessible. CDA Standard Agreement Exhibit D. Article II, C.3
- 4.2.7.1.1 Americans with Disabilities Act (ADA) regulations and design:
- <https://www.ada.gov/>
- 4.2.7.2 Contractor shall make accommodations for individuals with ADA accessibility requirements.
- 4.2.8 Contractor shall post monthly menus at the congregate site, in a location easily seen by participants, to be legible and in the language of the majority of the participants. Daily meal(s) shall match the County's Registered Dietitian approved menu.
- 4.3 Nutrition Education. Contractor shall provide a minimum of four (4) nutrition education programs per contract year to participants in each of Contractor's congregate sites.
- 4.3.1 Contractor shall develop an annual nutrition education plan which shall be implemented, monitored by the County's Registered Dietitian and kept on file for review by the County. The plan shall meet the requirements of Title 22, Section 7638.11 Nutrition Education

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Services for Participants.

- 4.3.2 Nutrition Education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.3 Nutrition Education shall include teaching participants about healthful food choices, balancing food and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
- 4.3.4 An annual needs assessment shall be performed by the Contractor to determine the nutrition education services needed by congregate meal participants.
- 4.3.5 The County's Registered Dietitian shall provide input, review and approve the content of nutrition education prior to presentation.

5. Target Population and Geographic Service Area

5.1. Contractor shall provide services to eligible population for Title III C-1, which is defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. The areas identified as greatest economic and social need are in red on the AIS Senior Nutrition Map: <http://sdcounty.maps.arcgis.com/apps/webappviewer/index.html?id=c1da92cfb82d4294a7356e2965310f0f>

5.2. Client address must be in the following zip codes to qualify as a Rural Area:

- 5.2.1. 91905 – Boulevard
- 5.2.2. 91906 – Campo
- 5.2.3. 91916 – Descanso
- 5.2.4. 91917 - Dulzura
- 5.2.5. 91934 – Jacumba
- 5.2.6. 91935 – Jamul
- 5.2.7. 91962 – Pine Valley
- 5.2.8. 91963 – Potrero
- 5.2.9. 91980 – Tecate
- 5.2.10. 92003 – Bonsall
- 5.2.11. 92004 – Borrego Springs/Ocotillo Wells

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- 5.2.12. 92036 – Julian
 - 5.2.13. 92059 – Pala
 - 5.2.14. 92061 – Pauma Valley, Pala
 - 5.2.15. 92066 – Ranchita, Warner Springs
 - 5.2.16. 92070 – San Ysabel
 - 5.2.17. 92082 – Valley Center
 - 5.2.18. 92068 – Warner Springs
- 5.3. Contractor shall post congregate dining site location(s), days of service, hours of service, and type(s) of meal served (breakfast and/or lunch) on Contractor’s website.
- 5.3.1. Congregate site:

George H Waters Nutrition Center,
1415 D Avenue, National City, CA 91950

6. Payment for Services

- 6.1 Contractor shall submit a monthly claim for the actual service deliverables for the prior month to the COR by the fifteenth (15th) of the following month.
- 6.1.1 Invoices/Claims will not be processed for payment until COR-approved, which will occur once all required information is included and submitted to COR.
- 6.2 Funding Components; Fiscal Terms and Conditions. The Senior Nutrition Program is funded by the following components and follow the fiscal terms and conditions listed below:
- 6.2.1 Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:
- 6.2.1.1 State of California Title III C-1 Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor’s congregate meals costs. Payments are monthly compensation payments to Contractor for the provision of congregate meals according to Exhibit A, Statement of Work.
 - 6.2.2 Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on the number of meals served per Exhibit C – Pricing Schedule. This amount will be determined annually by the County, based on funds received from the State and Contractor’s prior year’s performance (i.e., meals served). NSIP funds shall only be used

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to purchase food to be used in the Senior Nutrition Program and not to meet cost sharing or to match funds for any other federal program.

- 6.2.3 One-Time-Only (OTO) Allocation. OTO allocations are one-time annual monetary awards for the purchase of equipment/vehicle that enhances the delivery of services to the eligible population which are directly related to the Senior Nutrition Program. OTO awards are based on funds received from the State of California, and must be approved in advance by CDA and by the County. Contractor shall procure the goods or services by utilizing competitive measures, and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.
- 6.2.4 Contractor's program income. Program income means revenue generated by the Contractor from contract-supported activities and may include:
- 6.2.4.1 Voluntary contributions received from a participant or other party for services received.
- 6.2.4.2 Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
- 6.2.4.3 Royalties received on patents and copyrights from contract-supported activities.
- 6.2.4.4 Proceeds from the sale of items purchased under a CDA contract agreement. No equipment purchased with CDA funds will be sold without preapproval from the County and CDA.
- 6.2.4.5 Contractor shall not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR 200.403(f)][45 CFR 75.403(f)] and OAA Title VI. In order to avoid duplicate reimbursement, Contractor shall not claim the cost of the same meal, equipment or services from another funding source.
- 6.2.5 Contractor's other revenue, such as fundraising and other donations. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA). Said compensation is not designed to fully fund the Senior Nutrition Program. Funding provided by County is only intended to supplement meal cost.
- 6.2.6 The County shall have the authority to increase or reduce the contract compensation, via the issuance of an amendment, signed by the County's Director of Purchasing and Contracting.
- 6.2.7 Contractor shall create a waiting list only when Contractor projects to serve over the contracted amount allocated in Exhibit C. If Contractor projections determines a need to

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establish a waiting list Contractor shall provide written notification to COR within twenty-four hours (24) prior to establishing a waiting list and provide the following:

6.2.7.1 Justification as to why eligible individuals are being placed on waiting list

6.2.7.2 Justification of the ranking of the eligible individual placement on the waiting list shall be based on greatest need and/or in accordance with Contractor's established policy and approved by COR. Copy of policy shall be provided to COR annually.

7. General Requirements for Service Delivery

- 7.1 Contractor's food services shall comply with the California Code of Regulations, Title 22, The California Retail Food Code(CRFC)
<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>
- 7.2 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements (<https://www.dir.ca.gov/dosh/>) regarding staff and participant safety.
-
- 7.3 Contractor shall possess and maintain a valid health permit from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) for food preparation sites and shall post the permit as required. A copy of a valid health permit for a subcontracted Caterer or Vendor must be kept on file by the Contractor
- 7.4 Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
- 7.5 A Limited Service Charitable Feeding Site Registration from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) is required for satellite sites and catered meal sites where no food preparation is taking place.
- 7.6 The County's Registered Dietitian shall conduct announced and unannounced site visits to food preparation and congregate meal sites quarterly for compliance with the above stated regulations.
- 7.7 Contractor shall provide County-supplied SNAP/CalFresh program information to all senior nutrition clients as the information is available.
- 7.8 Contractor shall ensure policies that support tobacco-free environments are in place, which includes:
- 7.8.1 Smoke-free entrances.
- 7.8.2 Smoke-free facilities (no designated smoking areas).

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7.8.3 No smoking signs are posted at all entrances/exits.

7.9 Staff and Volunteer Orientation and Training.

7.9.1 All of Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)-(f).

7.9.1.1 At a minimum, training shall include:

7.9.1.1.1 Food safety, prevention of foodborne illness, and HACCP principles.

7.9.1.1.2 Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

7.9.1.2 Contractor shall provide a minimum of four (4) hours of in-service staff training annually to paid and volunteer congregate meal staff.

7.9.1.3 Contractor shall provide a yearly written plan that shall be developed, implemented and maintained by the Contractor that identify who is to be trained, who will conduct training, content and date scheduled.

7.9.1.4 The County's Registered Dietitian shall review and approve the content of the staff/volunteer training prior to presentation.

7.9.1.5 Contractor training sessions shall be evaluated by those receiving the training and attendance records shall be maintained and on file.

7.9.2 Contractor shall ensure all staff and volunteers are trained in elder abuse awareness and know how and when to report if they suspect an elder may have symptoms of abuse or neglect. Contractor shall contact local law enforcement or call 1-800-510- 2020 to report suspected elder abuse.

7.9.3 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. All Contractor facilities are subject to inspection and approval.

7.10 Performance Expectations. Contractor shall maintain ninety-five percent (95%) compliance with service levels stated in this Agreement. A Performance Improvement Plan may be required to be submitted by Contractor if Contractor consistently (i.e., three (3) consecutive months or more) falls below ninety percent (90%) of the service levels. Service levels shall be reviewed monthly, quarterly, and annually by Contractor and County staff. Failure to bring service levels up to the contracted levels may result in re-negotiation of the contracted service levels or termination of the contract. The Exhibit C – Pricing Schedule may be revised to be commensurate with the lower level of service(s).

7.11 Reference to AIS. All printed materials, publicity, and media outreach prepared or conducted by Contractor shall include a reference to County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS) as the funding source. County of San Diego logos

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shall be included as appropriate. Copies of publicity materials related to programs identified in this contract shall be provided to the COR in advance for pre-approval as referenced in Section 16.18 of the contract.

- 7.12 Match. Contractor shall provide a minimum of an eleven point eleven percent (11.11%) match for program costs in cash or in-kind contributions. In-kind contributions are defined as the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- 7.13 Cultural Competence and Diversity. Contractor shall support the County of San Diego, Health and Human Services Agency, Aging & Independence Services (AIS) through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies and shall provide a copy of this training plan to the COR annually for pre-approval. All services provided shall be oriented to meet the linguistic and cultural needs of the diverse clients to be served.
- 7.14 Vehicles. Contractor shall provide their own vehicles to deliver meals to nutrition sites and/or to transport clients to congregate sites unless vehicles are provided by County. Vehicles may be provided by County, through this Agreement based on need and the availability of funding but are not guaranteed. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles, the California Code of Regulations, the California Retail Food Code, Exhibit B – Vehicle Usage and Insurance & Bonding Requirements, Exhibit B-1 – Vehicle Usage Agreement and a separate usage, maintenance, and operations agreement which shall be incorporated herein.
- 7.15 AIS Contractor Meetings. AIS may schedule Contractor meetings on an as-needed basis pertaining to the needs of the contract requirements. Contractor shall have at least one representative present at all meetings. These meetings are at the discretion of AIS and will be held at the AIS office at 5560 Overland Ave, San Diego, CA 92123; and location is subject to change if needed.
- 7.16 Detailed Budget. Contractor shall use the Nutrition Contract Budget Template to submit a detailed budget with line items to the COR on an annual basis no later than July 1st of each fiscal year.

8. Specific Requirements for Service Delivery

8.1 Meal Service. Contractor shall:

- 8.1.1 Provide a hot or other appropriate meal approved by the County Registered Dietitian that meets minimum nutrition requirements, served a minimum of five (5) or more days a week in a congregate setting that is open to the public [45 CFR 1321.53(b)(3)].
- 8.1.2 Each meal shall comply with the most recent DGA and provide each participating older individual:
1. A minimum of 33 1/3 percent DRIs per meal if the program provides one meal per day.

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2. A minimum of 66 2/3 percent DRIs per meal if the program provides 2 meals per day.
 3. If providing multiple meals per day, program shall ensure that each participant is receiving both meals, or that each of the meals provides 33 1/3 percent DRIs.
- 8.2 Staffing/Administration. Contractor shall maintain an adequate number of qualified persons to assure the satisfactory implementation of: program leadership; program planning; provision of nutrition services; outreach and other services; volunteer activities; financial and contract management; data collection for required federal, State and County reports and records. **Notification of program changes must be made to the County within twenty-four (24) hours when said changes will affect the delivery of services to the participants.**
- 8.2.1 Contractor shall comply with Title 22 Section 7636.3 Staff Qualifications.
https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/
- 8.3 Meal Contributions by Eligible Participants. Eligible persons receiving nutrition services shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute. Contractor shall post a suggested donation amount. Contractor shall not deny services to any person because of failure to contribute [OAA 315(b)(4)]22CCR 7638.9]. Methods to receive contributions shall ensure anonymity and protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution. Contractor shall provide a 30-day notification to participants of increases in recommended donations.
- 8.3.1 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site, and provided to the COR annually for pre-approval.
- 8.3.2 Contributions are considered program income and shall be used in support of the nutrition program.
- 8.3.3 Meal participants shall be informed that there is no obligation to contribute and contributions are purely voluntary.
- 8.4 Meal Charges for Staff and Guests under Sixty (60) Years of Age. Contractor may serve meals to staff and guests under sixty (60) years of age if doing so shall not deprive an eligible participant of a meal. These individuals shall pay at least the full cost of the meal. Contractor shall post the price for guests under sixty (60) years of age.
- 8.4.1 Charges for meals are considered program income and shall be used in support of the nutrition program.
- 8.5 Records, Reports and Distribution Information. Contractor shall maintain a system for the collection of data that will accurately reflect the Contractor's program and financial operations,

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will meet requirements with respect to confidentiality, and fulfill the information required by this contract.

8.5.1 Contractor shall have a clear sign-in process utilized at each meal. Guests under sixty (60) years of age shall be recorded separately or in a way that clearly indicates they are under sixty (60) years of age.

8.5.2 Contractor shall report all program income and match to the County on a monthly basis.

8.6 Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. A holiday schedule shall be submitted to the COR at the beginning of each fiscal year for pre-approval, no later than thirty (30) days after the start of the new fiscal year. Additional closures will be handled on a case-by-case basis and require a minimum of thirty (30) days advance notice to the County.

8.6.1 If more than twelve (12) holiday closings are taken, Contractor must make up the days lost.

8.7 Data Collection and Reporting.

8.7.1 Contractor shall utilize the AIS-identified automated data collection system to:

8.7.1.1 Register and maintain all CDA required client demographic and assessment data for all active clients. AIS Client Intake & Assessment Form shall be used to collect required information.

8.7.1.2 Track and report all service unit delivery data (via bar-coding and manual data entry) on an on-going basis.

8.7.2 Contractor shall maintain and report accurate daily meal counts, and nutrition education units in the County-identified automated data collection system.

8.7.3 Contractor shall submit monthly summary reports of the information listed in 8.7 and claims to the designated COR by the fifteenth (15th) of the month following the month in which the services were provided. Claims will be paid upon successful determination of reconciled data as mentioned in paragraphs 8.7.1.1 and 8.7.1.2.

8.7.4 Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract fiscal year for the term of the contract, as requested by the County, in the form and format as provided by COR.

8.8 Customer Satisfaction Survey. Contractor shall annually obtain the views of participants regarding the services received through the development and utilization of a customer satisfaction survey.

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8.8.1 Contractor shall provide a summary report of the results of the satisfaction survey to the COR by the fifteenth (15th) of the month following the completion of the survey cycle.

8.8.2 Contractor shall make all survey results available to COR upon request.

8.9 Grievance Procedure. Contractor shall develop a written grievance process per Title 22 CCR 7400(a)(2)-(3) for clients to report grievances pertaining to the nutrition program, inclusive of the complainant's rights to privacy. The process shall be posted in a visible and accessible area of each congregate site. Homebound individuals shall be notified of the grievance process in writing. A copy of the grievance procedure shall be provided to the COR annually for pre-approval.

9. Disaster Preparedness

9.1. As a provider of critical services to seniors and individuals with ADA accessibility requirements during a disaster, each multipurpose senior center and each senior center, as defined in subdivisions (j) and (n) of Section 9591 (n) "Senior center" means a community focal point on aging, where older individuals as individuals or in groups come together for services and activities which enhance their dignity, support their independence, and encourage their involvement in and with the community. Senior center programs consist of a variety of services and activities in areas, such as education, creative arts, recreation, advocacy, leadership development, employment, health, nutrition, social work, and other supportive services.

WELFARE AND INSTITUTIONS CODE - WIC

DIVISION 8.5. MELLO-GRANLUND OLDER CALIFORNIANS ACT [9000 - 9750] (*Division 8.5 repealed and added by Stats. 1996, Ch. 1097, Sec. 13.*)

CHAPTER 9.5. Multipurpose Senior Centers And Senior Centers Emergency Operations Plans [9625-9625.] (*Chapter 9.5 added by Stats. 2006, Ch. 620, Sec. 2.*)

9.2. Contractor shall:

9.2.1. Develop and maintain a written emergency operations plan to ensure preparedness and the ability to continue to deliver services during and post-disaster. Contractor shall submit the plan for review and pre-approval by COR annually and shall keep the plan on site.

9.2.1.1 This emergency operation plan shall include, but not be limited to, all of the following:

9.2.1.2 Facility preparation procedures to identify the location of first aid supplies, secure all furniture, appliances, and other free-standing objects, and provide instructions for operating gas and water shutoff valves.

9.2.1.3 An inventory of neighborhood resources that shall include, but not be limited to, the identification and location of all the following nearby resources:

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9.2.1.3.1 Generators

9.2.1.3.2 Telephones

9.2.1.3.3 Hospitals and public health clinics

9.2.1.3.4 Fire stations and police stations

9.2.1.4 Evacuation procedures, including procedures to accommodate those who will need assistance in evacuating the center. This evacuation plan shall be located in an area that is accessible to the public.

9.2.1.5 Procedures to accommodate seniors, individuals with ADA accessibility requirements, and other community members in need of shelter at the senior center, in the event that other community facilities are inoperable.

9.2.1.6 Personnel resources necessary for post disaster response.

9.2.1.7 Procedures for conducting periodic evacuation drills, fire drills, and earthquake drills.

9.2.1.8 Procedures to ensure service continuation after a disaster.

9.2.1.9 Consideration of cultural and linguistic barriers in emergency and evacuation plans, and ways to appropriately address those barriers.

9.2.1.9.1 In the development of the emergency operations plans required by this chapter, multipurpose senior centers and senior centers shall coordinate with the local Area Agency on Aging, as defined in Section 9006, and other relevant agencies and stakeholders.

(Amended by Stats. 2013, Ch. 352, Sec. 537. (AB 1317) Effective 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.) September

9.2.1.10 Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122(2).

9.3. Provide the County with the following:

9.3.1. Primary and secondary emergency contact phone numbers.

9.3.2. Status updates, upon request, during and post-disaster, including the following at a minimum:

9.3.2.1.1. Operability of sites and/or services.

9.3.2.1.2. Services provided to the target population.

9.3.2.1.3. Service capacity.

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1. Scope of Work/Purpose

Contractor shall provide nutritionally sound meals to individuals sixty (60) years of age and older living throughout San Diego County by providing home delivery to frail seniors. There is no charge to the senior for these services, but Contractor shall provide the opportunity for the senior to make a contribution at a suggested donation amount. The eligible population for Title III C-2. As defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas.

2. Background Information

The Senior Nutrition Program, which began in the County of San Diego in 1975, is funded through Title III of the Older Americans Act, a federal program administered by state and county governments and operated under rules, policies, and regulations of the California Department of Aging (CDA). County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS), as the designated Area Agency on Aging, oversees this program. Nutrition services assist older individuals to live independently by promoting better health and reduced isolation through a program of coordinated congregate meals, home-delivered meals, transportation and supportive services. In fiscal year 2017/2018 various contractors served approximately 7,500 clients with lunches at several sites throughout the county, and many contractors also served approximately 2,300 clients with home-delivered meals. Breakfast is also provided at some sites and to some home-delivered meal recipients.

Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

On December 13, 2016, the San Diego County Board of Supervisors at the recommendation of Chairman Ron Roberts and Supervisor Greg Cox unanimously voted to establish the *Live Well San Diego* Food System Initiative (Initiative), which positions the County of San Diego to take on a greater role in the advancement of a safe, healthy, and robust food system. As part of the Initiative, the County Board of Supervisors also received the Eat Well Practices, a guide for expanding healthy, local and sustainable food and beverage options for the County. The County updated this policy to reflect the San Diego County Board of Supervisors' direction as well as United States Department of Agriculture (USDA) regulations, General Services Administration's Wellness and Sustainability requirements and Center for Disease Control's Smart Food Choices: How to Implement Food Service Guidelines in Public Facilities.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

2.1. http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html

2.2. <http://www.LiveWellSD.org>

3. Goals

3.1 Contractor shall provide the services described herein to accomplish the following goals:

3.1.1 Assist individuals sixty (60) years of age and older to live independently by promoting better health and reduced isolation as a result of the Senior Nutrition Program, a program of coordinated home-delivered meals and referrals to appropriate supportive services.

3.2 Contractor shall comply with the Regulations/Standards that apply to the Title IIIC Elderly Nutrition Program (ENP).

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3.2.1 Regulation websites are as follows:

California Code of Regulations Title 22, Division 1.8
California Retail Food Code (CRFC)
California Welfare and Institutions Code
<https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>
<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)
Occupational Safety and Health Administration (OSHA)
Dietary Guidelines for Americans 2015 (DGA) CDA Standard Agreement

4. Deliverables

4.1 Meals.

4.1.1 Meals shall be planned in accordance with:

4.1.1.1 Title 22, Social Security, Division 1.8 California Department of Aging, Chapter 4 (1) Title III Programs – Program and Service Provider Requirements, Article 5. Title III C- Elderly Nutrition Program (herein referred to as Title 22) Section 7638.5 Nutrition Requirements of Meals:

https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/

4.1.1.2 CDA Program Memo 12-17 (P) Nutrition Older Americans Act Nutrition Services Menu Guidance for Compliance with Dietary Guidelines for Americans, 2010:
<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)

4.1.2 Each meal shall contain at least one-third (1/3) of the current Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2007), which are incorporated by reference.

<https://www.ncbi.nlm.nih.gov/books/NBK56068/table/summarytables.t2/?report=objectonly>

4.1.2.1 If the program provides two (2) meals per day, second meal shall be different from the first meal and a minimum of two-thirds (2/3) of the DRI must be provided.

4.1.3 Meals shall comply with the Dietary Guidelines for Americans (2015, 8th edition) established by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services.
<http://fnic.nal.usda.gov/dietary-guidance/dietary-guidelines>

4.1.4 Contractor shall submit menus to the County's Registered Dietitian for review and approval four (4) weeks prior to the start of the month. Menus shall reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

4.1.5 Contractor shall meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards and shall not supersede Section 4.1.1 above.

http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf

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- 4.1.6 Contractor shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods.
- 4.1.7 Contractor shall ensure that the food facility where Home Delivered Meals are produced has equipment necessary for the preparation and packaging of prepared meals.
- 4.1.8 The County's Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3 (d)(1) and Title 22 CCR 7638.
- 4.2 Home-Delivered Meals. Contractor shall provide the maximum number of home-delivered meals annually, pursuant to Exhibit C, to seniors a minimum of five (5) days per week delivered between the hours of 10 a.m. and 2 p.m. Any deliveries outside of this time period require County approval in advance.
- 4.2.1 Contractor shall assess the level of need for home-delivered nutrition services of each eligible participant.
- 4.2.1.1 Eligibility of seniors are defined as frail needing assistance with 2 or more Activities of Daily Living (ADLs) and homebound. ADLs include human assistance and/or verbal cues with personal hygiene, dressing, eating, using a restroom and transferring oneself.
- 4.2.1.2 The initial assessment may be conducted by telephone, and a written assessment shall be conducted in the participant's home within two (2) weeks of initiation of services, and shall include an assessment of the type of meal (e.g., hot, cold, frozen) that is appropriate for the participant in their living environment, determining the need for a second meal if option is available and the estimated timeframe for home-delivered meals service needed.
- 4.2.1.3 A reassessment of the participant's need shall be completed quarterly and a reassessment in the participant's home shall be conducted at least every other quarter. Contractors are encouraged to direct seniors to congregate meal programs if/when they no longer meet the home-delivered meal eligibility criteria.
- 4.2.1.4 An older individual eligible for receiving home-delivered meals shall be assessed for need for nutrition-related supportive services, and referred as necessary.
- 4.2.1.5 All assessments and reassessments shall be updated on the data collection website and shall be made available to Contracting Officer's Representative (COR) upon request.
- 4.2.2 Participants shall not be means tested [OAA 315(b)(3)].
- 4.2.3 Contractor shall provide written instructions for handling and re-heating of the cold or frozen meal in the language of the participant receiving the meal.
- 4.2.4 Home-Delivered Meals Drivers. Contractor's staff and/or volunteers providing home delivery shall possess a current and valid driver's license issued by the State of California, and Contractor shall maintain a copy(ies) of said licenses on site for review by COR. Drivers shall maintain the appropriate type of California license for the size vehicle used to transport food and comply with the State of California, Department of Motor Vehicle requirements.

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- 4.2.5 Waiting List. Contractor shall have a written procedure in place to address how they will prioritize the most-at-risk seniors when contractor is unable to provide meals to eligible individuals. Documentation of this procedure will be submitted to the COR. Contractor shall report the number of seniors on their wait list on a monthly basis.
- 4.3 Nutrition Education. Contractor shall provide a minimum of four (4) nutrition education programs per contract year to participants in each of Contractor's home-delivered meal programs.
- 4.3.1 Contractor shall develop an annual nutrition education plan which shall be implemented, monitored the County's Registered Dietitian and kept on file for review by the County. The plan shall meet the requirements of Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.2 Nutrition Education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.3 Nutrition Education shall include teaching participants about healthful food choices, balancing food and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
- 4.3.4 An annual needs assessment shall be performed by the Contractor to determine the nutrition education services needed by home-delivered-meal-participants.
- 4.3.5 The County's Registered Dietitian shall provide input, review and approve the content of nutrition education prior to presentation.

5. Target Population and Geographic Service Area

- 5.1. Contractor shall provide services to eligible population for Title III C-2. As defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. The areas identified as greatest economic and social need are in red on the AIS Senior Nutrition Map: <http://sdcountry.maps.arcgis.com/apps/webappviewer/index.html?id=c1da92cfb82d4294a7356e2965310f0f>

- 5.2. Client address must be in the following zip codes to qualify as a Rural Area:

- 5.2.1. 91905 – Boulevard
- 5.2.2. 91906 – Campo
- 5.2.3. 91916 – Descanso
- 5.2.4. 91917 - Dulzura
- 5.2.5. 91934 – Jacumba
- 5.2.6. 91935 – Jamul
- 5.2.7. 91962 – Pine Valley
- 5.2.8. 91963 – Potrero
- 5.2.9. 91980 – Tecate

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- 5.2.10. 92003 – Bonsall
- 5.2.11. 92004 – Borrego Springs/Ocotillo Wells
- 5.2.12. 92036 – Julian
- 5.2.13. 92059 – Pala
- 5.2.14. 92061 – Pauma Valley, Pala
- 5.2.15. 92066 – Ranchita, Warner Springs
- 5.2.16. 92070 – San Ysabel
- 5.2.17. 92082 – Valley Center
- 5.2.18. 92068 – Warner Springs

5.3. Contractor shall post Home-delivered meal zip codes, street and/or physical boundaries on Contractor's website.

5.3.1. Home Delivered Meal zip code: 91950

6. Payment for Services

6.1 Contractor shall submit a monthly claim for the actual service deliverables for the prior month to the COR by the fifteenth (15th) of the following month.

6.1.1 Invoices/Claims shall not be processed for payment until COR-approved, which will occur once all required information is included and submitted to COR.

6.2 Funding Components: Fiscal Terms and Conditions. The Senior Nutrition Program is funded by the following components and follow the fiscal terms and conditions listed below:

6.2.1 Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:

6.2.1.1 State of California Title III C-2 Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor's home-delivered meal costs. Payments are monthly compensation payments to Contractor for the provision of home-delivered meals according to Exhibit A and A-1, Statement of Work.

6.2.2 Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on the number of meals served per Exhibit C – Pricing Schedule. This amount will be determined annually by the County, based on funds received from the State and Contractor's prior year's performance (i.e., meals served). NSIP funds shall only be used to purchase food to be used in the Senior Nutrition Program and not to meet cost sharing or to match funds for any other federal program.

6.2.3 One-Time-Only (OTO) Allocation. OTO allocations are one-time annual monetary awards for the purchase of equipment/vehicle that enhances the delivery of services to the eligible population which are directly related to the Senior Nutrition Program. OTO awards are based on funds received from the State of California, and must be approved in advance by the County. Contractor shall procure the goods or services by utilizing

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competitive measures, and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.

6.2.4 Contractor's program income. Program income means revenue generated by the Contractor from contract-supported activities and may include:

6.2.4.1 Voluntary contributions received from a participant or other party for services received.

6.2.4.2 Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

6.2.4.3 Royalties received on patents and copyrights from contract-supported activities.

6.2.4.4 Proceeds from the sale of items purchased under a CDA contract agreement. No equipment purchased with CDA funds will be sold without preapproval from the County and the CDA.

6.2.4.5 Contractor shall not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR 200.403(f)][45 CFR 75.403(f)] and OAA Title VI. In order to avoid duplicate reimbursement, Contractor shall not claim the cost of the same meal, equipment or services from another funding source.

6.2.5 Contractor's other revenue, such as fundraising and other donations. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA). Said compensation is not designed to fully fund the Senior Nutrition Program. Funding provided by County is only intended to supplement meal cost.

6.2.6 The County shall have the authority to increase or reduce the contract compensation, via the issuance of an amendment, signed by the County's Director of Purchasing and Contracting.

6.2.7 Contractor shall create a waiting list only when Contractor projects to serve over the contracted amount allocated in Exhibit C. If Contractor projections determines a need to establish a waiting list Contractor shall provide written notification to COR within twenty-four hours (24) prior to establishing a waiting list and provide the following:

6.2.7.1 Justification as to why eligible individuals are being placed on waiting list

6.2.7.2 Justification of the ranking of the eligible individual placement on the waiting list shall be based on greatest need and/or in accordance with Contractor's established policy and approved by COR. Copy of policy shall be provided to COR annually.

7. General Requirements for Service Delivery

7.1 Contractor's food services shall comply with the California Code of Regulations, Title 22, The California Retail Food Code (CRFC)
<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>

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- 7.2 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements (<https://www.dir.ca.gov/dosh/>) regarding staff and participant safety.
- 7.3 Contractor shall possess and maintain a valid health permit from the County of San Diego Department of Environmental Health (<http://www.sdcountry.ca.gov/deh/>) for food preparation sites and shall post the permit as required. A copy of a valid health permit for a subcontracted Caterer or Vendor must be kept on file on by the Contractor.
- 7.4 Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
- 7.5 The County's Registered Dietitian shall conduct announced and unannounced site visits to food preparation facilities and meal delivery sites for compliance with the above stated regulations.
- 7.6 Contractor shall provide County-supplied SNAP/CalFresh program information to all senior nutrition clients as the information is available.
- 7.7 Contractor shall ensure policies that support tobacco-free environments are in place, which includes:
- 7.7.1 Smoke-free entrances.
 - 7.7.2 Smoke-free facilities (no designated smoking areas).
 - 7.7.3 No smoking signs are posted at all entrances/exits.
- 7.8 Staff and Volunteer Orientation and Training.
- 7.8.1 All of Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)-(f).
 - 7.8.1.1 At a minimum, training shall include:
 - 7.8.1.1.1 Food safety, prevention of foodborne illness, and HACCP principles.
 - 7.8.1.1.2 Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 - 7.8.1.2 Contractor shall provide a minimum of four (4) hours of in-service staff training annually to paid and volunteer congregate and home delivered meal staff.
 - 7.8.1.3 Contractor shall provide a yearly written plan that shall be developed, implemented and maintained by the Contractor that identifies who shall to be trained, who shall conduct training, content and date scheduled.
 - 7.8.1.4 The County's Registered Dietitian shall review and approve the content of the staff/volunteer training prior to presentation.
 - 7.8.1.5 Contractor training sessions shall be evaluated by those receiving the training and attendance records shall be maintained and on file.
 - 7.8.2 Contractor shall ensure all staff and volunteers are trained in elder abuse awareness and know how and when to report if they suspect an elder may have symptoms of abuse or neglect. Contractor shall contact local law enforcement or call 1-800-510- 2020 to report suspected elder abuse.

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7.8.3 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. All Contractor facilities are subject to inspection and approval.

7.9 Performance Expectations. Contractor shall maintain ninety-five percent (95%) compliance with service levels stated in this Agreement. A Performance Improvement Plan may be required to be submitted by Contractor if Contractor consistently (i.e., three (3) consecutive months or more) falls below ninety percent (90%) of the service levels. Service levels shall be reviewed monthly, quarterly, and annually by Contractor and County staff. Failure to bring service levels up to the contracted levels may result in re-negotiation of the contracted service levels or termination of the contract. The Exhibit C – Pricing Schedule may be revised to be commensurate with the lower level of service(s).

7.10 Reference to AIS. All printed materials, publicity, and media outreach prepared or conducted by Contractor shall include a reference to County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS) as the funding source. County of San Diego logos shall be included as appropriate. Copies of publicity materials related to programs identified in this contract shall be provided to the COR.

7.11 Match. Contractor shall provide a minimum of an eleven point eleven percent (11.11%) match for program costs in cash or in-kind contributions. In-kind contributions are defined as the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

7.12 Cultural Competence and Diversity. Contractor shall support the County of San Diego, Health and Human Services Agency, Aging & Independence Services (AIS) through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies and shall provide a copy to the COR annually. All services provided shall be oriented to meet the linguistic and cultural needs of the diverse clients to be served.

7.13 Vehicles. Contractor shall provide their own vehicles to deliver meals to nutrition sites and/or to transport clients to congregate sites unless vehicles are provided by the County. Vehicles may be provided by County, through this Agreement based on need and the availability of funding but are not guaranteed. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles, the California Code of Regulations, the California Retail Food Code, Exhibit B – Insurance Requirements, Exhibit B-1 – Vehicle Usage Agreement and a separate usage, maintenance, and operations agreement which shall be incorporated herein.

7.14 AIS Contractor Meetings. AIS may schedule Contractor meetings on an as-needed basis pertaining to the needs of the contract requirements. Contractor shall have at least one representative present at all meetings. These meetings are at the discretion of AIS and will be held at the AIS office at 5560 Overland Ave, San Diego, CA 92123 and location is subject to change if needed.

7.15 Detailed Budget. Contractor shall use the Nutrition Contract Budget Template to submit a detailed budget with line items to the COR on an annual basis no later than July 1st of each fiscal year.

8. Specific Requirements for Service Delivery

8.1 Meal Service. Contractor shall:

8.1.1 Provide hot or other appropriate meal that meets minimum nutrition requirements [45 CFR 1321.53(b)(3)]. Meals to participants who are homebound must be made available a minimum of five days per week, and frozen meals for the weekend or holidays may be delivered during the week. Meals shall be prepared,

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packaged, served and delivered in a manner which complies with local public health laws and regulations, and in consideration of the clients being served.

- 8.1.2 Each meal shall comply with the most recent DGA and provide each participating older individual:
1. A minimum of 33 1/3 percent DRIs per meal if the program provides one meal per day.
 2. A minimum of 66 2/3 percent DRIs per meal if the program provides 2 meals per day.
 3. If providing multiple meals per day, program shall ensure that each participant is receiving both meals, or that each of the meals provides 33 1/3 percent DRIs.
- 8.1.3 Meal delivery can occur less frequently only with prior approval from COR, but meals shall be made available a minimum of five days per week, and frozen meals for weekend or holidays.
- 8.2 Staffing/Administration. Contractor shall maintain an adequate number of qualified persons to assure the satisfactory implementation of: program leadership; program planning; provision of nutrition services; outreach and other services; volunteer activities; financial and contract management; data collection for required federal, State and County reports and records. **Notification of program changes must be made to the County within twenty-four (24) hours when said changes will affect the delivery of services to the participants.**
- 8.2.1 Contractor shall comply with Title 22 Section 7636.3 Staff Qualifications.
https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/
- 8.2.2 All Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)(e).
- 8.3 Meal Contributions by Eligible Participants. Eligible persons receiving nutrition services shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute. Contractor shall provide written information regarding the suggested donation amount. Contractor shall not deny services to any person because of failure to contribute [OAA 315(b)(4)]22CCR 7638.9]. Methods to receive contributions shall ensure anonymity and protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution. Contractor shall provide a 30-day notification to participants of increases in recommended donations.
- 8.3.1 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site, and provided to the COR annually for pre-approval.
- 8.3.2 Contributions are considered program income and shall be used in support of the nutrition program.
- 8.3.3 Meal participants shall be informed that there is no obligation to contribute and contributions are purely voluntary.
- 8.4 Records, Reports and Distribution Information. Contractor shall maintain a system for the collection of data that will accurately reflect the Contractor's program and financial operations, will meet requirements with respect to confidentiality, and fulfill the information required by this contract.
- 8.4.1 Contractor shall maintain accurate daily home delivered meal logs that record each meal delivered to each participating seniors.

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8.4.2 Contractor shall report all program income and match to the County on a monthly basis.

8.5 Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. A holiday schedule shall be submitted to the COR at the beginning of each fiscal year, no later than thirty (30) days after the start of the new fiscal year. Additional closures will be handled on a case-by-case basis and require a minimum of thirty (30) days advance notice to the County.

8.5.1 If more than twelve (12) holiday closings are taken, Contractor must make up the days lost.

8.6 Data Collection and Reporting.

8.6.1 Contractor shall utilize the AIS-identified automated data collection system to:

8.6.1.1 Register and maintain all CDA required client demographic and assessment data for all active clients. AIS Client Intake & Assessment Form can be used to collect required information.

8.6.1.2 Track and report all service unit delivery data (via bar-coding and manual data entry) on an on-going basis.

8.6.2 Contractor shall maintain and report accurate daily meal counts and nutrition education units in the County-identified automated data collection system.

8.6.3 Contractor shall submit monthly summary reports of the information listed in 8.6 and claims to the designated COR by the fifteenth (15th) of the month following the month in which the services were provided. Claims will be paid upon successful determination of reconciled data as mentioned in paragraphs

8.6.1.1 and 8.6.1.2.

8.6.4 Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract fiscal year for the term of the contract, as requested by the County, in the form and format as provided by AIS.

8.7 Customer Satisfaction Survey. Contractor shall annually obtain the views of participants regarding the services received through the development and utilization of a customer satisfaction survey.

8.7.1 Contractor shall provide a summary report of the results of the satisfaction survey to the COR by the fifteenth (15th) of the month following the completion of the survey cycle.

8.7.2 Contractor shall make all survey results available to COR upon request.

8.8 Grievance Procedure. Contractor shall develop a written grievance process per Title 22 CCR 7400(a)(2)(3) for clients to report grievances pertaining to the nutrition program, inclusive of the complainant's rights to privacy. Homebound individuals shall be notified of the grievance process in writing. A copy of the grievance procedure shall be provided to the COR annually for pre-approval.

9. Meal Preparation Site Closure Plan

9.1 As a provider of services to home bound seniors and persons with ADA accessibility requirements Contractor shall:

9.1.1 Establish and maintain a Meal Preparation Site Closure Plan to ensure preparedness and the ability to continue to deliver services if at all possible. Contractor shall provide a copy to COR annually for pre-approval and keep

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the plan on file with Contractor.

9.1.2 If Contractor is unable to provide delivery services due to unanticipated site closure Contractor shall notify COR within twenty-four (24) hours and initiate the established plan to provide projected timeline when delivery services shall resume.

9.1.3 Provide the County with the following:

9.1.3.1 Primary and secondary emergency contact phone numbers.

9.1.3.2 Status updates, upon request, including the following at a minimum:

9.1.3.2.1 Services provided to the target population.

9.1.3.2.2 Service capacity.

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EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Automobile Physical Damage providing ACV Comprehensive and Collision on Program vehicles.
- D. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. ~~Automobile Physical Damage: Coverage shall include a Loss Payable clause to the County of San Diego. Maximum deductible of \$2,500 per occurrence~~
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Deductibles and Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement
The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).
- B. Primary Insurance Endorsement
For any claims related to this contract, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation

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Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which 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 in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

12. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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EXHIBIT B-1 – VEHICLE USAGE AGREEMENT

This Exhibit shall apply to vehicle(s) purchased with California Department of Aging (CDA) funds. Contractor shall be responsible for obtaining and maintaining vehicles (and affixed refrigeration units) pursuant to the requirements of the CDA and this Agreement.

(a) Contractor shall take possession (or maintain possession if obtained under a prior County agreement) of the following vehicles for its use under this Agreement:

1. 2004 Ford Ranger Hotshot, Vehicle Identification Number (VIN): 1FTYR11U24PBO3143, License Number 1156571, County Identification Number 338
2. 2008 Ford Ranger Hotshot, Vehicle Identification Number (VIN): 1FTYR1OU78PB01735, License Number 1315992, County Identification Number 356
3. 2013 Ford F150 Hotshot, Vehicle Identification Number (VIN): 1FTMF1CM5DFC14067, License Number 1413787, County Identification Number 381

(b) County will provide California Department of Aging (CDA) inventory asset tags to the Contractor, subject to the requirements set forth below.

1. Contractor shall register all vehicles purchased with CDA funding with the Department of Motor Vehicles listing Contractor to as owner and the "County of San Diego" as the lien holder.
2. Contractor shall, at its sole expense, maintain, repair, and operate the vehicle(s) (including affixed refrigeration units) in accordance with the manufacturer's requirements and standards. Contractor shall, at its sole expense, make all necessary repairs, whether resulting from normal operations or from an accident. Contractor shall maintain records of all maintenance and repairs and shall provide copies of such records to the Contracting Officer's Representative (COR) when services and repairs are completed.
3. Contractor shall utilize the vehicle(s) only for the purposes specified in this Agreement. Any other use of these vehicles requires the County's prior written approval.
4. Unless the County provides prior written approval, Contractor shall operate the vehicles only within the geographical boundaries of San Diego County.
5. Whenever feasible, Contractor shall coordinate with other senior providers to maximize the availability of transportation to seniors.
6. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles including those regarding the public transportation of passengers.
7. Contractor shall report to the COR within twenty-four (24) hours of any accident in which a vehicle is involved. Within ten (10) working days, Contractor must submit a written report to the COR that includes a copy of the police report, the amount of damage, and the steps to be taken by the Contractor to repair or replace the vehicles.

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EXHIBIT B-1 – VEHICLE USAGE AGREEMENT

8. For each vehicle, on or before September 1st of each year, Contractor shall file a report with the COR consisting of the vehicle log(s), the vehicle(s) maintenance record, and a general summary of the current condition and use of the vehicle(s) and the current location of the vehicle(s).
9. Contractor shall notify the COR immediately if a vehicle is stolen or otherwise not in Contractor's possession.
10. If Contractor can no longer utilize the vehicle(s) under this Agreement, Contractor shall immediately contact the COR in writing regarding disposition of the vehicle(s). Upon such notification, upon termination of the Agreement, or in conformance with disentanglement requirements, vehicles shall be disposed of as follows:
 - a. The County may, in its sole discretion, request approval from CDA to dispose of the vehicle(s). If written approval from CDA is obtained, the County shall notify Contractor of the approval, and Contractor shall dispose of the vehicle(s) in accordance with CDA, County, and any other applicable legal requirements. Contractor shall provide proper documentation to County of the method of disposal and submit proof of disposal to the COR within five (5) business days of such disposal. Any proceeds (including insurance proceeds) from disposal of the vehicle(s) and/or any refrigeration units affixed to the vehicle(s) shall be provided to the County.
 - b. If, in the County's sole discretion, the vehicle(s) can be utilized by another provider or the County, Contractor shall the transfer ownership the vehicle(s) and any affixed refrigeration units as directed by the County.
11. Contractor shall make the vehicle(s) available for inspection to the County or a County designee.
12. Contractor shall display CDA inventory asset tags as instructed. The inventory asset tags are to remain free of obstruction and, if damaged, Contractor shall notify COR in writing within twenty-four (24) hours to request a replacement for the CDA inventory asset tag.

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EXHIBIT C – PRICING SCHEDULE

COMPENSATION: The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA) and can change annually. A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.

BASE PERIOD February 1, 2020 – June 30, 2020

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	25,630	\$4.96	\$127,124.80	\$14,123.57
Home-Delivered Meals	9,863	\$4.76	\$46,947.88	\$5,215.91
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	25,630	\$0.77	\$19,735.10	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	9,863	\$0.68	\$6,706.84	N/A
GRAND TOTAL:			\$200,514.62	\$19,339.47

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of item(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763
 AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C – PRICING SCHEDULE**

OPTION 1 - July 1, 2020 – June 30, 2021

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$4.96	\$203,221.12	\$22,577.87
Home-Delivered Meals	17,676	\$4.76	\$84,137.76	\$9,347.71
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
GRAND TOTAL:			\$330,927.00	\$31,925.57

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of item(s) purchased.
 - 1.3.1.4. Date of items(s) purchased.

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AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT C – PRICING SCHEDULE

OPTION 2 - July 1, 2021 – June 30, 2022

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$4.96	\$203,221.12	\$22,577.87
Home-Delivered Meals	17,676	\$4.76	\$84,137.76	\$9,347.71
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
GRAND TOTAL:			\$330,927.00	\$31,925.57

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT C – PRICING SCHEDULE

OPTION 3 - July 1, 2022 – June 30, 2023

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$4.96	\$203,221.12	\$22,577.87
Home-Delivered Meals	17,676	\$4.76	\$84,137.76	\$9,347.71
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
GRAND TOTAL:			\$330,927.00	\$31,925.57

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

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- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING AMENDMENT 11 TO COUNTY CONTRACT 561763 INCREASING THE SENIOR NUTRITION INFRASTRUCTURE GRANT BY AN AMOUNT OF \$59,676 RESULTING IN A NEW MAXIMUM AGREEMENT AMOUNT OF \$1,939,607 AND AUTHORIZING AN INCREASE OF \$7,090 IN APPROPRIATIONS FOR NUTRITION CENTER KITCHEN EQUIPMENT WITH A CORRESPONDING INCREASE IN REVENUE

WHEREAS, the George H. Waters Nutrition Program provides thousands of healthy congregate and home-delivered meals to our local seniors every year; and

WHEREAS, the City of National City previously entered into an agreement with the County of San Diego in order to receive subsidized funding for the meals served to our local senior population; and

WHEREAS, the reimbursement for meals provided for in Amendment 11 will increase the Grand Total from \$191,800.00 to \$244,386.00 as detailed in Exhibit A; and

WHEREAS, Amendment 11 also increases the City's match from \$19,220.30 to \$24,437.55 as detailed in Exhibit A; and

WHEREAS, Amendment 11 increases the number of service units by a total of 8,100 meals; and

WHEREAS, Amendment 11 provides \$7,090 in additional funding to the City of National City through the Senior Nutrition Infrastructure grant for kitchen equipment as detailed in Exhibit A.

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

Section 1: That the City Council hereby ratifies Amendment 11 to County Contract 561763.

Section 2: That the City Council hereby authorizes an increase of \$7,090 in appropriations for Nutrition Services kitchen equipment offset by a like amount of revenue.

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 5th day of December, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Manager's Office
Prepared by: Pedro Garcia, Economic Development Manager
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Approving the Second Amendment to an Agreement Between the City of National City and SCI Consulting Group to Provide Cannabis-Related Management and Monitoring Services.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the Second 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 \$100,880."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City engages third-party cannabis consulting services for support through the cannabis regulatory development and application process. On October 5, 2021, the City executed an agreement with SCI Consulting Group to provide the City Manager with a range of consulting services related to commercial cannabis management services.

On June 6, 2023, City staff received authority from the City Council for the first amendment to the agreement with SCI Consulting in a not-to-exceed amount of \$60,000. However, further review has determined that there were additional invoices paid that exceeded the approved amount causing a further difference of \$40,880 in unauthorized expenses with our third-party cannabis consultant.

City staff is now requesting authority for a second amendment with our cannabis consultant SCI Consulting Group in a not-to-exceed amount of \$100,880. This amendment will provide authority for all past expenses associated with SCI Consulting Group for their services in supporting the City's cannabis application and appeal process. The original agreement term, which ends October 5, 2024, will be closed out if the second amendment is approved and a new agreement will be entered into for future cannabis work related to compliance audits and other cannabis administrative work with the City of National City.

FINANCIAL STATEMENT:

Sufficient funds exist in the CMO Professional Services account 001-403-000-213-0000.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – SCI Second Amendment Agreement

Exhibit B - Resolution

**AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SCI CONSULTING GROUP**

THIS 2nd AMENDMENT TO THE AGREEMENT is entered into this 5th day of December, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and SCI CONSULTING GROUP OF FAIRFIELD, CALIFORNIA, INC., a California Chapter S corporation (the “CONTRACTOR”).

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on October 5, 2021 (“the Agreement”), wherein the duration of the term is for the period of October 5, 2021 through October 5, 2024; and

WHEREAS, the parties desire to amend the Agreement to cover the continued cannabis related management and monitoring services from the amount of \$60,000 to a not-to-exceed amount of \$100,880.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The October 5, 2021 Agreement is hereby amended to cover the cost of the increased scope of services from the first amended contract amount of \$60,000 by a not to- exceed increased amount of \$40,880, for a total not-to-exceed amount of \$100,880.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the October 5, 2021 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 2nd Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

SCI CONSULTING GROUP

(Corporation – signatures of two corporate officers required)

(Partnership or Sole proprietorship – one signature)

By:

(Name)

By:

Benjamin A. Martinez, Interim City
Manager

(Print)

APPROVED AS TO FORM:

(Title)

By:

Barry J. Schultz,
City Attorney

By:

(Name)

(Print)

(Title)

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE SECOND 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 \$100,880

WHEREAS, the City of National City (“City”) engages outside cannabis consulting services; and

WHEREAS, on October 5, 2021, the City executed an agreement with SCI Consulting Group to provide the City Manager cannabis related management and monitoring services; and

WHEREAS, on June 6, 2023, the City approved its first amendment increasing the not to exceed amount to \$60,000; and

WHEREAS, this second amendment will ratify payments made to SCI Consulting Group for work performed for the City during the cannabis application and appeal process; and

WHEREAS, City staff recommends City Council’s approval on the second amendment to the agreement between the City of National City and SCI Consulting Group California Chapter S Corporation for cannabis related management and monitoring services for the not-to-exceed amount of \$100,880.

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 approves the second amendment to an agreement between the City of National City and SCI Consulting Group for cannabis related management and monitoring services for the not-to-exceed amount of \$100,880 and further agree that, with foregoing exceptions, each and every other term and provision of the October 5, 2021 Agreement shall remain in full force and effect.

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 5th day of December, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Manager's Office
Prepared by: Pedro Garcia, Economic Development Manager
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Approval of the Agreement between the City of National City and SCI Consulting Group.

RECOMMENDATION:

Adopt 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 SCI Consulting Group for Cannabis Related Management and Monitoring Services for a Not-to-Exceed Amount of \$27,500."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City on October 5, 2021, executed an agreement with SCI Consulting Group to provide the City Manager with a range of consulting services related to commercial cannabis focused on the application process. The application process began in April 2022 and ended in July of 2023. During that time, the City also processed two cannabis appeals that our third-party consultant SCI Consulting Group supported.

The City continues work related to the City's cannabis program, but is now focused on future operating cannabis businesses of the City. As part of operating a cannabis business in National City, the City is requiring annual compliance audits that SCI Consulting Group will perform at the cost of the business owner. For this task, SCI will provide comprehensive onsite facility inspections for each commercial cannabis business and report to the City the results of inspections relative to the City's local regulations and ordinances, conditions of approval, staff-directed priorities and preferences, and State law. SCI's monitoring and compliance efforts will satisfy the most rigorous requirements and at the same time, provide a successful platform for the cannabis businesses. SCI will also provide the optional service of financial audits and technical assistance.

1. Task 1 – Technical Assistance and Subject Matter Expertise - \$6,500
2. Task 2 – Compliance Inspections - \$2,000 per inspection (6 total)
3. Task 3 – Financial Audits - \$6,500 per audit (optional)

Staff is recommending authorizing the City Manager to enter into an agreement with SCI Consulting Group in a not-to-exceed amount of \$27,500 for the purpose of compliance inspections and cannabis related technical support.

FINANCIAL STATEMENT:

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

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Resolution

Exhibit B – Professional Service Agreement

Exhibit C – SCI Consulting Proposal

RESOLUTION NO. 2023 -

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 SCI CONSULTING GROUP FOR CANNABIS-RELATED MANAGEMENT AND MONITORING SERVICES FOR A NOT TO EXCEED AMOUNT OF \$27,500

WHEREAS, the City of National City (“City”) engages outside cannabis consulting services; and

WHEREAS, the City is now focused on future operating cannabis businesses and their annual requirement of compliance inspections; and

WHEREAS, this agreement will allow SCI Consulting Group to continue to perform work for the City with all of the approved cannabis businesses in the city; and

WHEREAS, City staff recommends City Council authorize the City Manager to enter into an agreement between the City of National City and SCI Consulting Group for cannabis-related management and monitoring services for the not-to-exceed amount of \$27,500; and

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

Section 1: That the City Council hereby authorizes the City Manager to execute an agreement between the City and SCI Consulting Group for cannabis-related management and monitoring services for the not-to-exceed amount of \$27,500 from December 5, 2023, to June 30, 2025.

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 5th day of December, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SCI CONSULTING GROUP**

THIS AGREEMENT is entered into on this 5th day of December , 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and SCI CONSULTING GROUP a Corporation.(the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide cannabis related management and monitoring services. A full scope of services is set forth in the attached Exhibit “A”.

WHEREAS, the CITY has determined that the CONSULTANT is a public finance and urban economic consulting firm 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 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 *December 5, 2023* The duration of this Agreement is for the period of through June 30, 2025. This Agreement may be extended by mutual agreement The Parties may exercise up to three extensions. Any extension of this Agreement must be approved in writing by the City Manager.

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

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit “A” to keep staff and City Council advised of the progress on the 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.** City Managers Office 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. The City Manager or their designee thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$27,500. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

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

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

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims

any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

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

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

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

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

third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

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

16.2 **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of

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

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

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

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

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

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

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

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed

with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

20. **TERMINATION.**

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

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

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

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

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

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

when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Pedro Garcia
Economic Development Manager
City Manager's Office
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
John Bliss
President
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

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

SCI Consulting Group

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

By: _____
Ron Morrison, Mayor

By: _____
(Name)

APPROVED AS TO FORM:

(Print)

By: _____
Barry J. Schultz
City Attorney

(Title)

By: _____
(Name)

(Print)

(Title)

Proposal For

CITY OF NATIONAL CITY

Cannabis Consulting Services

In Response to:

Request for Proposal – Cannabis Consulting Services

Submitted By:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

November 13, 2023

Pedro Garcia
Economic Development Manager
City of National City
1243 National City Boulevard
National City, CA 91950

Re: City of National City Request for Proposal - Cannabis Consulting Services

Dear Mr. Garcia:

SCI Consulting Group (“SCI”) and The Pun Group LLP, (collectively known as “the SCI Team”) are pleased to submit this proposal in response to the City of National City’s (“City”) Request for Proposal for cannabis-related consulting services. The SCI Team proposes to provide the complete suite of services necessary for the successful management and oversight of the City’s local cannabis program, as fully described in our Scope of Work:

1. Technical Assistance and Subject Matter Expertise
2. Compliance Inspections
3. *Optional - Financial Audits*

As one of California’s leading local cannabis policy consulting firms, SCI has broad and direct experience providing support for regulated local cannabis businesses in various municipalities throughout the State. We have assisted with regulated cannabis policy and implementation for over 30 California municipalities over the past seven years. We believe our expert knowledge of the cannabis industry, coupled with our broad experience providing municipalities with regulation, revenue, and administration consulting services, will serve the City of National City well.

We look forward to the opportunity to assist the City with this important project. If you have any questions or require additional information, please do not hesitate to contact me. I can be reached via e-mail at john.bliss@sci-cg.com or on my cell phone at [REDACTED]

Sincerely,

[REDACTED]
President, SCI Consulting Group
4745 Mangels Blvd.
Fairfield, CA 94534

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Experience and Qualifications

SCI Consulting Group



SCI is a public finance and urban economic consulting firm with over 35 years of expertise in assisting public agencies in California with developing policy, planning and successfully establishing new revenues (taxes, fees, assessments, regulations) for their service and capital improvement needs, and managing special levies.

SCI provides cannabis-related advice and broad consulting services to a variety of public agencies in California, including community support analysis, ordinance development, fee studies, taxation, implementation, application process development, application review and scoring, monitoring and compliance, business tax auditing, community outreach and engagement, and social equity consulting.

We were perhaps the very first consulting firm to provide a full suite of local cannabis policy implementation services to California municipalities and developed the “6 Key Elements of Cannabis Implementation” approach that is the standard today:

1. Community Research and Outreach (Meetings & Surveys)
2. Health and Safety & Land Use Regulations (Ordinance(s))
3. Full Cost Recovery (Regulatory Fees)
4. Revenue (Taxation Ballot Measures)
5. Local Industry Selections (Application and Selection Process)
6. Monitoring and Compliance

And more recently, we have added, and become a State leader in:

1. Social Equity (We are currently providing these services to the Cities of Adelanto, Richmond, Santa Rosa, and Vista)

Our core philosophy and approach towards the implementation of local cannabis policy is more broadly balanced than that of our competitors. Our philosophy comes from our genesis as a solution-based engineering firm that has evolved and developed in-house expertise in public policy, community outreach, and social equity. Although our quantitative and regulatory rigor, and attention to detail, are unsurpassed, we balance this with realistic approaches to a real-world challenge, fully understanding and supporting the City’s challenging transition into a regulated and legal cannabis business arena. Hence, SCI balances enforcement of local and State code along with the need to support viable cannabis businesses and to shepherd non-compliant businesses into a safe and regulated environment.

Over the last seven years, SCI has emerged as one of California’s premier local cannabis policy firms offering a full range of “one-stop-shop” services in support of the successful implementation of regulated cannabis business within a City or County. However, as we emphasized above, our approach is different that our competitors as we “balance enforcement of local and State code along with the need to support viable cannabis businesses and to shepherd non-compliant businesses into a safe and regulated environment.”

The Pun Group



The Pun Group LLP, Certified Public Accountants, and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm comprised of forty (40) professionals providing auditing, accounting, and advisory services to our clients. Our Governmental Division consists of thirty-five (35) full-time individuals. The Firm has no part-time employees. The Firm’s headquarters located in Orange County, California, with four branches in San Diego (California), Walnut Creek (California), Las Vegas (Nevada), and Phoenix (Arizona).

The combination of our hands-on experience and practical knowledge exercised by our audit professionals makes the Firm unique in our field. Our technical expertise and thorough understanding of current regulations and issues—along with the Firm’s commitment to hard work, integrity, and teamwork on every engagement—enable us to help our clients succeed.

Our Partners’ Group—which includes Kenneth H. Pun, Coley Delaney, Frances J. Kuo, Kenneth A. Macias, Vanessa I. Burke, John F. Georger, Jr., Gary M. Caporicci, and Heidy K. Chow—provide auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than two hundred (200) years of combined experience in the industry, we have become a trusted business partner and are well-respected as leaders in the industry in one of the fastest-growing firms. With nearly 100 government and not-for-profit audit clients, our Partners have a real passion for the industry and believe we are unmatched regarding our municipal experience.

In 2018, The Pun Group teamed up with a Canadian Certified Public Accounting Firm to provide professional auditing services to a Los Angeles base Cannabis business (Cultivator and Distributor) to assist them in their Initial Public Offering (IPO) process.

Furthermore, The Pun Group LLP has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed under auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133), and its Compliance Supplement (when applicable), Office of the State Controller’s Minimum Audit Requirements and Reporting Guidelines. The Pun Group currently provides cannabis business tax audits for the Cities of Fairfield, Salinas, San Bernardino, and Stockton.

Project Team

Kyle Tankard, Senior Consultant and Cannabis Business Leader at SCI, will serve as the project leader and day-to-day project manager for the SCI portion of the work. John Bliss will support Kyle's efforts. David Siris, of the Pun Group, will lead the financial audit work with support from Ken Pun.

SCI Consulting Group

Kyle Tankard

Senior Consultant – Cannabis Business Leader



Kyle Tankard serves as the Cannabis Business Leader at SCI providing local cannabis policy expertise in California since 2016. He plays a diverse role, assisting municipalities with all aspects of local cannabis implementation including regulatory and equity program development, taxation policy and cost recovery, cannabis compliance, application review, and cannabis-related public education. Kyle has established himself as a leader in cannabis equity, assisting with the development and implementation of local cannabis equity programs for the Cities of Richmond, Palm Springs, and Stockton. He currently manages a portfolio of over 15 cannabis clients, providing a variety of ongoing cannabis-related services including application review, plan checks, compliance inspections, and equity analysis and program development.

Kyle received his bachelor's degree in Environmental Studies from the University of California, Santa Cruz, with emphases in geographic information systems (GIS).

John Bliss M.Eng., P.E.,

President



John Bliss, a professional engineer and President of SCI, specializes in local cannabis policy, and special revenue consulting. He was instrumental in developing the now-standard implementation process used by most municipalities in California to implement local cannabis policy. Mr. Bliss has had a long career developing and implementing equity, diversity and inclusion policy reaching back almost 30 years to the ground-breaking implementation for the City of San Francisco public works construction employment following the Rodney King uprising in 1991. He is a graduate of Brown University with a Bachelor of Science Degree in Engineering. He holds a master's degree in Civil Engineering from The University of California, Berkeley, where he was a Regent's Scholar. Mr. Bliss is a licensed Professional Civil Engineer in the State of California and is a LEED accredited professional.

Sub-Contractor (The Pun Group)

Kenneth H. Pun

CPA, CGMA



With over twenty years of public accounting experience in the State and Local Government sector, Mr. Pun is the Managing Partner and an Assurance Partner at the Firm. Ken specializes in audits and management consulting for governmental organizations and has served as the Contract Deputy Finance Director for the City of San Marino in 2017. Mr. Pun also serves as the Chair of the California Society of CPAs Governmental Auditing Accounting Committee. He has been nominated for this year’s Innovative Practitioner of the Year 2020 award by AICPA’s CPA.com.

David Siris

CPA, Advisory Service Manager



David Siris draws more than nine years of governmental accounting experience. Mr. Siris has successfully performed audits and other attestation services for several governmental and non-profit agencies. Working as an Engagement Manager, he will assist Mr. Pun in all issues related to cannabis tax policies, fiscal analysis, compliance reviews, tax audits/assessments, and providing best practices to ensure all state and local laws are followed.

Scope of Work

SCI Team will conduct a project kick-off meeting with City staff to establish project priorities and goals, communication protocols, and timelines. Further, we will gather and review all applicable information needed to perform the required tasks. SCI will be available to meet via teleconference call on a regular basis when work is in progress and will be available to attend regularly scheduled coordination meetings as necessary when work is in progress.

1. Technical Assistance and Subject Matter Expertise

SCI will provide up to 10 hours of general consulting to be utilized on an as-needed basis at the City's Request. Such assistance may include technical assistance, subject matter expertise, monitoring changes to State laws and regulations, application review, ordinance amendments, participation in conference calls, responding to staff inquiries, and addressing any other issues that may arise at the City's request.

2. Compliance Inspections

For this task, SCI will provide comprehensive onsite facility inspections for each commercial cannabis business and report to the City the results of inspections relative to the City's local regulations and ordinances, conditions of approval, staff-directed priorities and preferences, and State law. SCI's monitoring and compliance efforts will satisfy the most rigorous requirements and at the same time, provide a successful platform for the cannabis businesses.

In collaboration with the City, SCI will prepare an inspection checklist for each cannabis activity. Prior to conducting each inspection, SCI will prepare notification to the businesses to schedule inspections. Following the inspection, SCI will provide the City with a written report detailing the results of the compliance inspection including photo documentation of any violations. SCI will provide follow-up support to the City and cannabis businesses to provide recommendations to address and correct any deficiencies.

Among the elements and activities SCI will monitor are as follows:

- **Product:** Inventory management, seed-to-sale tracking, packaging and labeling verification, product testing protocols, etc.
- **Record Retention:** Review and confirm employee records, business records, tax information records, transportation manifests, video surveillance retention, equipment certifications, training programs and safety programs.

- **Security and Surveillance:** Verify video surveillance equipment, camera placement, alarm systems, locks, facility access control, security guards, occupational badges, and other security and safety processes.
- **Facility Compliance:** Verify facility’s operational compliance including waste management, odor control, pesticide and solvent storage, signage, cash handling procedures, product shipment and receipt procedures, etc.

The SCI Team is available to begin onsite compliance inspections for operational cannabis businesses upon execution of the contract. We understand the timeline for operation will be unique to each business as they navigate through the local permitting and State licensing process and buildout phase. The SCI Team will maintain the flexibility to conduct the first inspection once operational. If additional inspections are requested by the City, they will be scheduled proportionately throughout the year.

Deliverables:

- Conduct onsite facility inspections.
- Provide written report detailing the findings of inspections.
- Provide follow-up support and recommendations.

3. Optional - Financial Audits

The SCI Team, led by the David Siris of The Pun Group for this task, will provide comprehensive annual auditing of cannabis businesses in order to ensure that the City receives full payment of all Cannabis Public Benefit Amounts, and ensuring compliance with applicable laws.

We will perform the following steps to deliver the services requested by the City:

Cannabis Business Gross Receipts	<ul style="list-style-type: none"> • Evaluate consistency between gross receipts and other information reported on financial statements to what was reported to the CDTFA for sales and use tax, cannabis excise tax, and/or cultivation tax. • Evaluate consistency between gross receipts reported on financial statements to gross receipts reported to the City.
Collection and Audit of any Cannabis Fee	<ul style="list-style-type: none"> • Ensure each cannabis facility is complying with applicable portions of the City’s Code and is submitting the true amount of gross receipts and fees. • Review business license fee returns submitted by the business and collected by the City and compare to each business’s records for the time period identified by the City to determine accuracy and timeliness of gross receipts returns filed with the City. • Trace and verify the gross receipts reported on the quarterly gross receipts returns prepared by the business to gross receipts recorded in the business’s accounting records to verify that these were in accordance with the City’s regulations. • Verify reasonableness of reported revenues

	<ul style="list-style-type: none"> • We will issue all reports to the City in accordance with applicable standards from generally accepted auditing standards (GAAS). • The report for each cannabis business license fee audit will include the following information: • The overall conclusion of whether or not the cannabis business paid all required business license taxes and fees for the time period specified. • Any exceptions, errors, or areas of noncompliance were identified as a result of the procedures performed. This includes any significant deficiency in the design or operation of the internal control structure, including but not limited to the following areas: cash handling, inventory control, point of sale systems, and any other areas that the auditor deems necessary for purposes of accurately reporting business license taxes due to the City. • Express an opinion regarding the taxes remitted to the City by the cannabis business, or state that an opinion cannot be expressed in the auditor’s report. If the Firm concludes, it cannot express an overall opinion. The engagement team will state the reasons, therefore, in the auditor’s report. • Examine records and documentation that demonstrates that all cannabis goods have been obtained from, and are provided to, other licensed cannabis businesses and that details all the revenues and expenses, and assets and liabilities of the business. • Examine books of account, invoices, copies of orders and sales, shipping instructions, bills of lading, weigh bills, bank statements including canceled checks and deposit slips, and all other records necessary to show all transactions of the cannabis business.
<p>State Rule Making Interpretation and Implementation</p>	<ul style="list-style-type: none"> • Check for compliance with the latest officially approved state regulations for cannabis businesses across the supply chain. Licensees are required to comply with all rules and regulations pertaining to their license type, as well as follow all other applicable state laws.

Deliverables:

- Prepare and send notification letters to each cannabis business.
- Annual Financial Audit and Audit Report for each cannabis business.

Fee Schedule

In consideration for the Tasks as detailed in the Scope of Work, the estimated compensation is detailed below by task:

Scope of Work	Estimated Costs
Task 1: Technical Assistance and Subject Matter Expertise (up to 20 hours at \$325/hour to be used as needed)	\$6,500
Task 2: Compliance Inspections	\$2,000 per inspection
Task 3: <i>Optional - Financial Audits</i>	\$6,500 per audit
Estimate of Total Costs	
Task 1	\$6,500
Task 2 (6 inspections at \$2,000 each)	\$12,000
Task 3 (1 audits at \$6,500 each)	\$6,500
Incidentals (travel and other out-of-pocket expenses)	\$2,500
TOTAL NOT TO EXCEED	\$27,500

Incidental costs incurred for the purchase of additional travel and other out-of-pocket expenses will be reimbursed at actual cost, with the total not to exceed \$2,500 per year without prior authorization from the City. Any face-to-face meetings, if required, shall be billed at the rate of \$1,500 per person, per meeting. The SCI Team is available to meet via teleconference call on a regular basis at no additional charge.

SCI Staff	Hourly Rate
John Bliss, President	\$ 300
Kyle Tankard, Cannabis Services Group Leader	\$ 325
Support Staff	\$ 75
The Pun Group Staff	Hourly Rate
Ken Pun, Engagement Partner	\$ 200
David Siris, Manager	\$ 175

References

City of Shasta Lake

Contact: Jessaca Lugo, City Manager
jlugo@cityofshastalake.org; (530) 275-7464

Start/End Dates: December 2017 – Present

Personnel: Kyle Tankard (Project Manager); John Bliss (Support)

Services: Ordinance Development, Cost Recovery Analysis, and Compliance Inspections

City of Fairfield

Contact: David Feinstein, Planning Division Manager
dfeinstein@fairfield.ca.gov; (707) 428-7448

Start/End Dates: September 2021 – Present

Personnel: Kyle Tankard (Project Manager and Inspector), John Bliss (Support); David Siris (Financial Auditor)

Services: Plan Checks, Background Checks, Compliance Inspections, and Financial Audits

City of San Bernardino

Contact: Stephanie Castro, Economic Development Project Manager
castro_st@sbcity.org; (909) 384-5357

Start/End Dates: December 2019– Present

Personnel: Kyle Tankard (Project Manager and Inspector), John Bliss (Support); David Siris (Financial Auditor)

Services: Plan Checks, Background Checks, Compliance Inspections, and Financial Audits

A full list of our current and past cannabis clients is listed below:

<u>Cities</u>				<u>Counties</u>
Alameda	El Monte	National City	Santa Clara	Alameda San Benito San Diego San Luis Obispo Tuolumne
Adelanto	Encinitas	Nevada City	Santa Rosa	
Avalon	Fairfield	Oroville	Shasta Lake	
Coalinga	Fontana	Palm Springs	Stockton	
Colfax	La Mesa	Richmond	Vallejo	
Concord	Livingston	Salinas	West Hollywood	
Davis	Lompoc	San Bernardino	Woodlake	
Dunsmuir	Merced	San Carlos	Yreka	



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, December 5, 2023
Approved by: Benjamin A. Martinez, Interim City Manager

SUBJECT:

Authorize the City Manager to Execute a Third Amendment with Claims Management Associates, Inc., Extending the Term by One Year and Increasing the Not-to-Exceed Amount by \$80,000.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Third Amendment to the Agreement with Claims Management Associates, Inc. to Extend the Term of the Agreement by One Year and Increase the Not-to-Exceed Amount by \$80,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On September 17, 2019, the City of National City and Claims Management Associates, Inc. entered into an agreement for Risk Management Liability Consulting services, including liability claims management, adjusting, and investigation, for a not-to-exceed amount of \$160,000 and a two (2) year term.

The Agreement provided that it may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term and that the parties may exercise up to three (3) one-year extensions.

On April 1, 2021, and September 15, 2022, the parties executed amendments to the Agreement to extend the term of the Agreement for one (1) year each. The parties have not previously increased the not-to-exceed amount to account for continued Services over the extended term.

Based on the Consultant's performance and quality of work, expiring agreement, and to ensure the continuation of the Services, City Staff recommends City Council adopt this Resolution authorizing a Third Amendment to the Agreement to extend the term to June 30, 2024, and increase the not-to-exceed amount by \$80,000, for a total not-to-exceed amount of \$240,000, to provide sufficient funding for the Services over the extended term of the Agreement.

Sufficient funding for the continued Services has already been included in the Fiscal Year 2023-24 budget.

FINANCIAL STATEMENT:

627-405-081-213-0000 Risk Professional Services Account

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:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Third Amendment to Agreement

Exhibit B – Resolution

**THIRD AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CLAIMS MANAGEMENT ASSOCIATES, INC.**

This Third Amendment to the Agreement is entered into this 5th day of December 2023 and effective June 30, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and CLAIMS MANAGEMENT ASSOCIATES, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an agreement on September 17, 2019 (the "Agreement"), wherein the CONSULTANT agreed to provide risk management liability consulting services to include liability claims management, adjusting and investigation, for a not-to-exceed amount of \$160,000, and a two year term; and

WHEREAS, the Agreement provided that it may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term and that the parties may exercise up to three (3) one-year extensions; and

WHEREAS, on April 1, 2021, the parties executed the First Amendment to extend the agreement for one (1) year; and

WHEREAS, on September 15, 2022, the parties executed the Second Amendment to extend the agreement for one (1) year; and

WHEREAS, the parties desire to amend the Agreement by exercising the third and final of the three (3) one-year options to extend the term of the Agreement to June 30, 2024, and to increase the not-to-exceed amount by \$80,000, for a new not-to-exceed amount of \$240,000, to account for the continued services.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The parties desire to amend the Agreement by exercising the third of the three (3) one-year options to extend the term of the Agreement to June 30, 2024.
2. The parties desire to amend the Agreement by increasing the not-to-exceed amount by \$80,000, for a total not-to-exceed amount of \$240,000.
3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 17, 2019 Agreement shall remain in full force and effect.

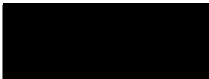
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

CLAIMS MANAGEMENT ASSOCIATES, INC.

By:

By:

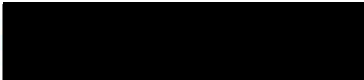


Benjamin A. Martinez
Interim City Manager

Edward Garbo, President

APPROVED AS TO FORM:

By:



Mike Gomez, Secretary

By:

Barry J. Schultz
City Attorney

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH CLAIMS MANAGEMENT ASSOCIATES, INC. TO EXTEND THE TERM OF THE AGREEMENT BY ONE YEAR AND INCREASE THE NOT-TO-EXCEED AMOUNT BY \$80,000.

WHEREAS, on September 17, 2019, the City of National City (“City”) and Claims Management Associates, Inc. (“Consultant”) entered into an agreement (the “Agreement”) for risk management liability consulting services, including liability claims management, adjusting, and investigation (the “Services”), for a not-to-exceed amount of \$160,000 and a two (2) year term; and

WHEREAS, the Agreement provided that it may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term and that the parties may exercise up to three (3) one-year extensions; and

WHEREAS, on April 1, 2021 and September 15, 2022, the parties executed amendments to the Agreement to extend the term of the Agreement for one (1) year each; and

WHEREAS, the parties desire to amend the Agreement by exercising the third and final of the three (3) one-year options to extend the term of the Agreement to June 30, 2024; and

WHEREAS, the parties have not previously increased the not-to-exceed amount to account for continued Services over the extended term; and

WHEREAS, sufficient funding for the continued Services has already been included in the Fiscal Year 2023-24 budget; and

WHEREAS, based on Consultant’s performance and quality of work, expiring agreement, and to ensure continuation of the Services, City staff recommends City Council adopt this Resolution authorizing a Third Amendment to the Agreement to extend the term to June 30, 2024 and increase the not-to-exceed amount by \$80,000, for a total not-to-exceed amount of \$240,000, to provide sufficient funding for the Services over the extended term of the 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 City Manager to execute a Third Amendment to the agreement with Claims Management Associates, Inc. to extend the agreement by one (1) year to June 30, 2024 and increase the not-to-exceed amount by \$80,000.

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 5th day of December, 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, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Authorizing Submittal of Individual Grant Applications for All California Department of Resources Recycling and Recovery (CalRecycle) Grant Programs for which the City of National City is Eligible.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing Submittal of Individual Grant Applications for all California Department of Resources Recycling and Recovery Grant Programs for which the City of National City is Eligible."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Staff is requesting authorization to file an application for an SB 1383 Local Assistance Grant (OWR4) cycle with the California Department of Resources Recycling and Recovery (CalRecycle).

SB 1383 was initially adopted and signed into law in 2016, setting forth emissions targets for short-lived climate pollutants, which are organic waste, and surplus food that is disposed of as solid waste. Organic waste in landfills produces methane and air pollutants. The target reductions of SB 1383 went into effect in 2022 and implemented many new regulations and requirements for local agencies, residents, and businesses. The SB 1383 Local Assistance Grant provides funding for local agencies responsible for education, enforcement, and capacity planning.

SB 1383 set goals to reduce organic waste disposal and rescue edible food. This requires significant efforts and enforcement responsibilities for jurisdictions. Understanding the impact of the additional requirements on local agencies, CalRecycle made grant funds available for implementation in 2022 which the City applied for and received. Based on continued feedback and upcoming enforcement responsibilities, CalRecycle has made a second round of grant funding available for local agencies. The estimated award amount the City of National City is eligible to receive is \$119,365. Awarded grant funds will be used to fund the edible food program management contract and to identify and manage the organic collection program for businesses.

Acceptance of the grant funds requires the adoption of a resolution. The proposed Resolution authorizes the City Manager, or their designee, to apply for and execute any CalRecycle grant agreements for which the City is eligible and is effective for a period of five years. The City previously adopted a substantially similar resolution in 2016 (Resolution No. 2016-64), but the proposed Resolution reflects CalRecycle's current standards for such resolutions.

FINANCIAL STATEMENT:

The estimated funding amount allocated for the City of National City is \$119,365 for this Grant Cycle. Revenue and expense accounts will be established at the point at which the City is awarded a grant.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANT PROGRAMS FOR WHICH THE CITY OF NATIONAL CITY IS ELIGIBLE

WHEREAS, Public Resources Code section 48000 *et seq.* authorizes the California Department of Resources Recycling and Recovery (“CalRecycle”) to administer various grant programs (collectively, “Grants”) in furtherance of the State of California’s (“State”) efforts to reduce, recycle and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the Grants; and

WHEREAS, CalRecycle’s Grant application procedures require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle Grants.

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 submittal of applications to CalRecycle for all grants for which the City of National City is eligible.

Section 2: That the City Manager, or their designee, is hereby authorized and empowered to execute in the name of National City for all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

Section 3: That these authorizations are effective for five years from the date of adoption.

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 5th day of December, 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, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Civil Service Rule VII Amendment – Employee Performance Reports

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Amending Civil Service Rule VII – Employee Performance Reports.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

On November 8, 2023 the National City Civil Service Commission voted unanimously to support the proposed amendments to Civil Service Rule VII. Exhibit A is a redlined version of Rule VII and Exhibit B is a clean version of the proposed update.

EXPLANATION:

City of National City Civil Service Rule VII defines the process and procedure for employee performance evaluations, also called employee performance reports. This rule has not been updated since the early 1990s and no longer represents our current process and procedure. The proposed revisions to Civil Service Rule VII will update the language to match the City’s desired process and procedure. Overall, we are working towards encouraging employee feedback and accountability, as well as accountability on the supervisors and managers for completing the annual employee performance report with each of their employees.

City staff recently revised the Employee Performance Report form to simplify the evaluation process, with the main change being a move from five degrees of performance (rating categories) to two. The Municipal Employees Association (MEA) and Civil Service Commission reviewed and provided input on the new report form, which will be released to all supervisors and managers once the Civil Service Rules are updated. The revised performance report form will apply to part-time, confidential, MEA, management, and executive employees. A review of the performance evaluation form for employees within Police and Fire operations will be next on the to-do list. If approved, the amendments to Civil Service Rule VII will apply to all employees in the classified service.

FINANCIAL STATEMENT:

There is no direct fiscal impact associated with this item.

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 – Proposed Civil Service Rule VII, redlined

Exhibit B – Proposed Civil Service Rule VII, clean

Exhibit C – Resolution

CIVIL SERVICE RULES

RULE VII
EMPLOYEE PERFORMANCE REPORTS

SECTION 701 - PERFORMANCE REPORT OBJECTIVES: The purpose of the Employee Performance Report (EPR) rating is to help develop a better City service and improve its employee performances through periodic evaluations and recording of the employee's performance on the basis of consistent work performance standards. Its objective is to have dialogue and open lines of communication between the employee and supervisor. It allows let management and the employee know how the employee is getting along to discuss g, his/her the employee's performance strong points as well as areas for improvement. This allows the supervisor to address any concerns noted and guide the employee towards improvement, as well as provide those that are weak, giving recognition for good work great performance and providing a guide for improvement.

A performance report ~~may be~~ may be used to help determine eligibility for promotion, as well as the order of lay-off and re-instatement. EPRs Ratings may also be ~~taken into consideration~~ in matters relating to an employee transfer, and such disciplinary matters as suspension, demotion and separation. The EPR rating ~~may~~ should assist the supervisor to analyze the employee's performance and ~~provide an opportunity to convert indefinite daily impressions into a~~ be more objective history of the work performance, as well as allow for followed by open forms of minded communication discussion of t regarding the employee's performance with the employee. (11/21/72)

SECTION -702 - SUBMISSION OF PERFORMANCE REPORTS: To ~~insure~~ ensure the timely evaluation submittal of EPRs for all employees in the competitive service ~~during the probationary period, the Personnel~~ Human Resources (HR) Department Office shall provide notice to the department director of the required EPR due date. These notices will be provided evaluation to the department director thirty (30) days prior to ~~the~~ when an EPR is due (probationary or annual). expiration of the first six (6) months of the probation period, and again prior to the end of the probationary period. (The department may require additional evaluations during the probationary period.)—The department director shall be responsible for the timely completion of the EPR evaluations and adherence to the City's procedures and guidelines. for effective evaluations.

Thereafter, annual EPRs performance ratings are to be conducted for all employees in the competitive service covering the previous twelve (12) months of service. These EPRs performance ratings shall be completed by the ~~department director or designated supervisor~~ designee and approved by the

reviewer on the date assigned by the ~~Personnel~~ HR Manager or HR Director, which will usually be the employee's regularly scheduled merit step date or anniversary date. The department director is responsible and will be held accountable for adherence to the City's EPR evaluation procedures, guidelines and schedules, and shall provide the original EPR ~~transmit such evaluations~~ to the HR ~~Personnel~~ Department on a timely basis for filing ~~recording~~ in the employee's official ~~Human Resources~~ HR Employee ~~personnel~~ file.

(03-11-93)

Civil Service Rule VII – Employee Performance

SECTION 703 - DEGREES OF PERFORMANCE: For the purpose of this rule, the following general definitions shall apply:

1) Meets Standards – Employee has met all the performance standards at a competent level. During the rating period, the employee met the duties, responsibility and requirements of the position.

1)2) Performance Improvement Plan – Results show deficiencies, which seriously interfere with the employee’s ability to meet standards of the position. Performance requires immediate correction, and the employee must be placed on a Performance Improvement Plan (PIP) in order to correct and improve performance.

~~(a) "OUTSTANDING" is actual performance well beyond that required for the position. It is exceptional or signal performance, definitely superior or extraordinary.~~

~~(b) "ABOVE STANDARD" represents performance which is better than that expected of a fully competent employee. It is superior to that which is expected, but is not of such signal or rare nature as to warrant "outstanding".~~

~~(c) "STANDARD" is the performance expected of a fully competent employee. It means thoroughly satisfactory and meeting the standards required for the position.~~

~~(d) "BELOW STANDARD" is a level of performance less than expected of a fully competent employee. It must be thoroughly discussed with the employee. Goals for improvement should be recorded on the rating.~~

~~(e) "UNSATISFACTORY" performance is definitely inferior to the standards required for the position. It is very inadequate or undesirable performance which should not be tolerated.~~

With the approval of the Commission, other degrees of performance and definitions may be used if judged by the department to better accomplish the objectives of this rule. (03-11-93)

SECTION 704 - RESPONSIBILITY FOR ORIGINATING EMPLOYEE PERFORMANCE REPORTS:

The ~~Personnel Office~~HR Department originates ~~rating notices~~ to department directors ~~or forms for employees that are on probation reports~~ and for all regular annual ~~EPR~~rating reports. The annual ~~rating~~ EPR due date for each employee is normally associated ~~keyed~~ to the employee's completion of probation date in his/her current classification. If there is an extension of probation, or other the annual EPR due date maybe be revised ~~assigned~~ by the ~~Personnel Director~~ HR Manager for administrative purposes.

An employee achieves career status by being retained in a regular position for more than the length of the probationary period. ~~This may happen even though the employee's performance report is recorded as unsatisfactory.~~ The responsibility for separating a probationary employee before the

Civil Service Rule VII – Employee Performance

expiration of his/her probation period rests with the employee's department director ~~appointing authority~~.

When an employee is placed on a PIP, Rating periods shown on t~~he supervisor must contact the HR Department in order to determine if~~ he forms during probation may require correction to an extension of d ~~the probation~~ is necessary period based ~~because of~~ on absences as indicated in Section 408 of these rules.

Civil Service Rule VII – Employee Performance

Special EPRs ratings may be originated by a department whenever it is believed to be warranted and based on a change in performance that should be documented since the last rating EPR. It is and it is inappropriate to wait until the next scheduled rating EPR is due. Special ratings EPRs shall be identified at the top of the form approved by the Personnel-HR Department with rating period dates from the last rating to the date the special report EPR is issued made.

A special annual EPRs rating report shall also be initiated by the appointing authority within sixty (60) days of a non-meeting standards EPR and shall include a PIP. n unsatisfactory report or when a merit step is denied unless the next regular rating period is within ninety (90) days of the filing of the unsatisfactory report, in which case the regular rating will be used only. (03-11-93) The department director will approve the special EPR.

SECTION 705 - PERFORMANCE RATING PROCEDURE: The A EPR performance evaluation procedure and rating form will be used for all Civil Service classifications, except Mid-Management and Safety Firefighting positions, which will continue to use which shall specified use forms developed by the City Manager, and the Police and Fire Chief respectively, shall be developed by the Personnel Director and approved by the Civil Service Commission, which shall be adhered to by all department directors. (03-11-93)

SECTION 706 - EMPLOYEE GUIDANCE: Prior to the filing of a completed EPR performance report with the Personnel Office HR Department, the supervisor/designee person who prepared the report shall discuss openly and frankly the employee's performance with him/her, pointing out any aspects of performance which could be improved performance which must be improved, as well as those worthy of commendation. The primary purpose of an objective discussion of the Employee Performance Report EPR with the employee is to hat it gives the supervisor and the employee an opportunity to analyze and evaluate and discuss the employee's performance his/her own attitudes and practices in the light of his/her employee's views. It also offers an excellent opportunity to guide and counsel the employee as well as getting his/her participation in analyzing reviewing and improving job performance. The success of such discussion is dependent upon a positive and constructive attitude on the part of both supervisor and employee. (11/21/72)

SECTION 707 - FILING OF PERFORMANCE REPORTS: Completed performance reports shall be filed with the Personnel Office HR Department within fourteen (14) calendar days following the period covered by the reports EPR. (11/21/72) EPRs not completed within the 14 calendar days, will be noted as late and will be reported to the City Manager.

Civil Service Rule VII – Employee Performance Report

City of National City

**CIVIL SERVICE
RULES**

**RULE VII
EMPLOYEE PERFORMANCE REPORTS**

SECTION 701 - PERFORMANCE REPORT OBJECTIVES: The purpose of the Employee Performance Report (EPR) is to help develop and improve employee performance through periodic evaluations and recording of the employee's performance on the basis of consistent work performance standards. Its objective is to have dialogue and open lines of communication between the employee and supervisor. It allows management and the employee to discuss the employee's performance as well as areas for improvement. This allows the supervisor to address any concerns noted and guide the employee towards improvement, as well as provide recognition for great performance.

A performance report may be used to help determine eligibility for promotion, as well as the order of lay off and re instatement. EPRs may also be considered in matters relating to an employee transfer, and such disciplinary matters as suspension, demotion and separation. The EPR may assist the supervisor to analyze the employee's performance and be more objective of the work performed, as well as allow for open forms of communication regarding the employee's performance.

SECTION 702 - SUBMISSION OF PERFORMANCE REPORTS: To ensure the timely submittal of EPRs for all employees in the competitive service the Human Resources (HR) Department shall provide notice to the department director of the required EPR due date. These notices will be provided to the department director thirty (30) days prior to when an EPR is due (probationary or annual). The department director shall be responsible for the timely completion of the EPR and adherence to the City's procedures and guidelines.

EPRs are to be conducted for all employees in the competitive service covering the previous twelve (12) months of service. The EPRs shall be completed by the supervisor/designee and approved by the reviewer on the date assigned by the HR Manager or HR Director, which will usually be the employee's regularly scheduled merit step date or anniversary date. The department director is

Civil Service Rule VII – Employee Performance Report

responsible and will be held accountable for adherence to the City's EPR procedures, guidelines and schedules, and shall provide the original EPR to the HR Department on a timely basis for filing in the employee's official HR Employee file.

SECTION 703 - DEGREES OF PERFORMANCE: For the purpose of this rule, the following general definitions shall apply:

- 1) Meets Standards – Employee has met all the performance standards at a competent level. During the rating period, the employee met the duties, responsibility and requirements of the position.
- 2) Performance Improvement Plan – Results show deficiencies, which seriously interfere with the employee’s ability to meet standards of the position. Performance requires immediate correction, and the employee must be placed on a Performance Improvement Plan (PIP) in order to correct and improve performance.

With the approval of the Commission, other degrees of performance and definitions may be used if judged by the department to better accomplish the objectives of this rule.

SECTION 704 - RESPONSIBILITY FOR ORIGINATING EMPLOYEE PERFORMANCE REPORTS:

The HR Department originates notices to department directors for employees that are on probation and for all regular annual EPRs. The annual EPR due date for each employee is normally associated to the employee's completion of probation date in his/her current classification. If there is an extension of probation, the annual EPR due date maybe be revised by the HR Manager for administrative purposes.

An employee achieves career status by being retained in a regular position for more than the length of the probationary period. The responsibility for separating a probationary employee before the expiration of his/her probation period rests with the employee's department director.

When an employee is placed on a PIP, the supervisor must contact the HR Department in order to determine if an extension of probation is necessary based on absences as indicated in Section 408 of these rules.

Civil Service Rule VII – Employee Performance Report

Special EPRs may be originated by a department whenever it is believed to be warranted and based on a change in performance that should be documented since the last EPR. It is inappropriate to wait until the next scheduled EPR is due. Special EPRs shall be identified at the top of the form approved by the HR Department with rating period dates from the last rating to the date the special EPR is issued.

Special EPRs shall be initiated by the appointing authority within sixty (60) days of a non-meeting standards EPR and shall include a PIP. The department director will approve the special EPR.

SECTION 705 - PERFORMANCE RATING PROCEDURE: The EPR form will be used for all Civil Service classifications, except -Management and Safety positions, which will continue to use specified forms developed by the City Manager, the Police and Fire Chief respectively, and approved by the Civil Service Commission.

SECTION 706 - EMPLOYEE GUIDANCE: Prior to the filing of a completed EPR with the HR Department, the supervisor/designee who prepared the report shall discuss openly and frankly the employee's performance with him/her, pointing out any aspects of performance which must be improved, as well as those worthy of commendation. The primary purpose of an objective discussion of the EPR with the employee is to give the supervisor and the employee an opportunity to evaluate and discuss the employee's performance. It also offers an excellent opportunity to guide and counsel the employee as well as getting his/her participation in reviewing and improving job performance. The success of such discussion is dependent upon a positive and constructive attitude on the part of both supervisor and employee.

SECTION 707 - FILING OF PERFORMANCE REPORTS: Completed performance reports shall be filed with the HR Department within fourteen (14) calendar days following the period covered by the EPR. EPRs not completed within the 14 calendar days, will be noted as late and will be reported to the City Manager.

RESOLUTION NO. 2023 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
AMENDING CIVIL SERVICE RULE VII – EMPLOYEE PERFORMANCE REPORTS**

WHEREAS, the City of National City Civil Service Rule VII defines the process and procedure for employee performance evaluations, also called employee performance reports; and

WHEREAS, Civil Service Rule VII has not been updated since the early 1990s and no longer represents the City’s current process and procedure; and

WHEREAS, the proposed revisions to Civil Service Rule VII will update the language to match the City’s desired process and procedure; and

WHEREAS, the rule revision will encourage employee feedback and accountability, as well as accountability on the supervisors and managers for completing the annual employee performance report with each of their employees; and

WHEREAS, on November 8, 2023, the Civil Service Commission of the City of National City voted unanimously to amend Civil Service Rule VII – Employee Performance Reports as proposed in Exhibit A of the report.

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 approves amending Civil Service Rule VII as shown in Exhibit B.

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 5th day of December, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Sean Pfeifer, Management Analyst II
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Development Impact Fees Annual Report Fiscal Year 2022-23

RECOMMENDATION:

Accept and file the report.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City requires the payment of development impact fees on new development as authorized by State of California Government Code Section 66000 et seq., which is known as the Mitigation Fee Act. The Mitigation Fee Act requires that an annual report and five-year reports be prepared regarding the collection and use of the Development Impact Fees (DIF fees). Fees collected must be spent in a timely manner. If fees are not spent within a period of 5 years, the report must provide an expenditure plan that justifies keeping the revenues for a longer period. The attached report provides revenue and expenditure information since the inception of the DIFs, fulfills the annual reporting requirements, and addresses future spending plans for the unspent balances.

The development impact fees for Parks and Recreation, Police, Fire, and Library were established in 2005 and have not been updated since that time. The transportation fees were established in 2008 based on a fee study conducted by the San Diego Association of Governments (SANDAG) and have been adjusted annually for inflation based on direction from SANDAG. Staff has solicited proposals from consultants to assist in reexamining these impact fees to ensure that they continue to reflect the capital facility impacts of new development as the general plan evolves and the development of the City progresses. Recommendations to adjust the development impact fees will be brought to City Council during calendar year 2024.

FINANCIAL STATEMENT:

Since inception, the City has collected approximately \$4.1 million in development impact fees for Parks, Police, Fire and Library facilities and approximately \$3.5 million in transportation development impact fees. See the attached report for details.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The DIF Report was posted on the City's website on or before November 20, 2023, meeting the Government Code Section 66006(b)(2) requirement that it be available to the public at least 15 days ahead of the December 5, 2023, City Council meeting at which it will be considered. The Agenda Report was posted not less than 72 hours before the meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Development Impact Fees Annual Report for Fiscal Year 2022-23



**City of National City
Development Impact Fees
Annual Report for Fiscal Year 2022-23**

BACKGROUND

In 2005, based on a study completed for the City by MAXIMUS, Inc. and Tischler & Associates, the City Council adopted Resolution No. 2005-17, which established fees to be charged on new development in order to defray all or a portion of the cost of public facilities related to the development project. These fees are known as development impact fees (DIFs) and are permitted pursuant to the California Government Code beginning with Section 66000 (known as the Mitigation Fee Act). Pursuant to that resolution, the City collects impact fees for Police, Fire, Library, and Park facilities. While fees may be adjusted periodically to reflect construction cost increases, the City has not changed its fees since they were first adopted in 2005. The fees for these four categories are as shown in Table A below.

In 2008, the City Council adopted Ordinance 2310, which added Section 4.52 to the National City Municipal Code (NCMC) to establish a transportation development impact fee (TDIF). This fee was adopted to comply with the San Diego Association of Government’s (SANDAG’s) Regional Transportation Congestion Improvement Program (RTCIP) that requires the City to charge the fee to maintain eligibility for TransNet sales tax funding for transportation projects. SANDAG conducted a region-wide study which serves as the basis for the fee that was initially established at \$2,000 per new residential unit. It is updated annually in accordance with direction provided by SANDAG. As of July 1, 2023, the TDIF is \$2,741.97 per residential unit. No fee is collected for non-residential development. While such a fee is provided for in the NCMC, its imposition has been suspended per section 4.52.090.

TABLE A: DEVELOPMENT IMPACT FEE SCHEDULE (non-transportation)

	Facility Type				
	Parks & Recreation	Library	Fire/EMS	Police	Total
Residential					
	Per Housing Unit				
Single Family	\$858	\$172	\$126	\$318	\$1,474
Multi-Family (4 or greater)	\$692	\$139	\$102	\$257	\$1,190
Mobile Home/Other	\$849	\$139	\$124	\$315	\$1,427
Non-Residential					
	Per 1,000 Square Feet/Per Room for Hotel				
Com/Shop Ctr 25,000 SF or less			\$1,009	\$2,549	\$3,558
Com/Shop Ctr 25,001 SF - 50,000 SF			\$809	\$2,043	\$2,852
Com/Shop Ctr 50,001 SF - 100,000 SF			\$652	\$1,649	\$2,301
Com/Shop Ctr 100,001 SF - 200,000 SF			\$530	\$1,340	\$1,870
General Office 10,000 SF or less			\$448	\$1,133	\$1,581
General Office 10,001 SF - 25,000 SF			\$400	\$1,012	\$1,412
General Office 25,001 SF - 50,000 SF			\$367	\$929	\$1,296
General Office 50,001 SF - 100,000 SF			\$332	\$840	\$1,172
Business Park			\$282	\$713	\$995
Industrial Park			\$195	\$493	\$688
Warehousing			\$113	\$286	\$399
Manufacturing			\$144	\$366	\$510
Lodging			\$107	\$270	\$377

REPORTING

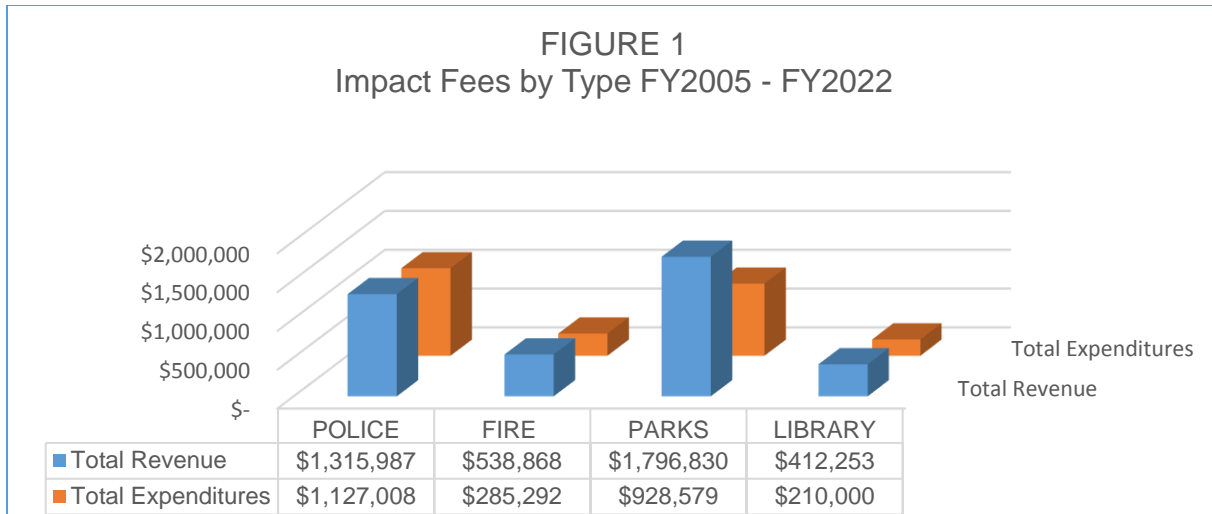
Government Code Section 66006 requires that an annual report be prepared regarding the collection and use of the fees. Fees collected must be spent in a timely manner. If fees are not spent within a period of 5 years, a report must be filed that provides an expenditure plan that justifies keeping revenues for a longer period.

HISTORICAL SUMMARY

Over the last eighteen years, for the four facility types shown in Table A, the City has collected a combined total of \$4,063,939 in development impact fees, of which \$2,550,879 has been spent. A summary of the total amount collected and spent by fiscal year is shown in Table B below followed by a graph (see Figure 1) that summarizes the revenues and expenditures by facility type. Tables C through F below break out the revenues and expenditures by year for those four facility types. The revenues and expenditures by year for the TDIF are shown in Table G below. Ending balances for fiscal year 2022-23 are unaudited.

TABLE B: NATIONAL CITY DEVELOPMENT IMPACT FEES (non-transportation) – SUMMARY

	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	174,369.00	0.00	174,369.00	
FY 2005-06	174,369.00	154,490.36	0.00	328,859.36	
FY 2006-07	328,859.36	190,084.36	191,033.99	327,909.73	
FY 2007-08	327,909.73	148,834.00	0.00	476,743.73	
FY 2008-09	476,743.73	139,018.00	0.00	615,761.73	
FY 2009-10	615,761.73	633,499.80	90,000.00	1,159,261.53	
FY 2010-11	1,159,261.53	59,712.20	0.00	1,218,973.73	
FY 2011-12	1,218,973.73	141,374.00	139,299.05	1,221,048.68	
FY 2012-13	1,221,048.68	94,827.00	193,406.38	1,122,469.30	
FY 2013-14	1,122,469.30	56,444.00	39,759.95	1,139,153.35	
FY 2014-15	1,139,153.35	310,408.00	7,386.00	1,442,175.35	
FY 2015-16	1,442,175.35	52,457.20	1,105,060.00	389,572.55	
FY 2016-17	389,572.55	188,141.00	238,174.81	339,538.74	
FY 2017-18	339,538.74	426,242.80	294,289.04	471,492.50	
FY 2018-19	471,492.50	85,196.00	54,223.00	502,465.50	
FY 2019-20	502,465.50	617,415.00	198,247.00	921,633.50	
FY 2020-21	921,633.50	130,566.00	0.00	1,052,199.50	
FY 2021-22	1,052,199.50	311,414.99	0.00	1,363,614.49	
FY 2022-23	1,363,614.49	149,445.25	0.00	1,513,059.74	
Total		4,063,938.96	2,550,879.22	1,513,059.74	62.8%



FEE METHODOLOGY

There are three (3) methods that were used to determine the fees collected by the City for the Police, Fire, Parks and Library facilities. Each method requires that the spending of funds received be restricted as follows:

- 1) Plan Based Impact Fees – used for new facilities that will be needed due to the increase in development.
- 2) Cost Recovery Impact Fees – used to pay for existing facilities where the new development benefits from the remaining capacity and useful life of the facilities.
- 3) Incremental Expansion Impact Fees – used for expanding existing facilities to serve new development

Fees for Police, Fire, Library, and Parks facilities were calculated using one or more of the methods above depending upon the purpose of the fees.

STATUS OF THE FEE PROGRAM

This section, by facility type, describes the purpose for the fees, provides a history of revenues and expenditures since inception, describes how the money has been spent, and discusses the plans for future spending.

POLICE IMPACT FEES

All three (3) methods were used to calculate Police impact fees. The purpose for the fees as determined in 2005 was to accumulate funding to assist with the cost of a new police substation in conjunction with a new fire station, recover a portion of the costs associated with the police headquarters building and pay for the incremental addition of police vehicles. Revenue and expenditures are detailed below:

TABLE C: NATIONAL CITY POLICE DEVELOPMENT IMPACT FEES

POLICE	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	37,620.75	0.00	37,620.75	100%
FY 2005-06	37,620.75	35,110.86	0.00	72,731.61	100%
FY 2006-07	72,731.61	90,523.08	0.00	163,254.69	100%
FY 2007-08	163,254.69	64,753.00	0.00	228,007.69	100%
FY 2008-09	228,007.69	60,274.00	0.00	288,281.69	100%
FY 2009-10	288,281.69	179,919.00	0.00	468,200.69	100%
FY 2010-11	468,200.69	25,025.00	0.00	493,225.69	100%
FY 2011-12	493,225.69	49,968.00	115,842.78	427,350.91	100%
FY 2012-13	427,350.91	30,743.00	99,433.87	358,660.04	100%
FY 2013-14	358,660.04	30,080.00	19,261.68	369,478.36	100%
FY 2014-15	369,478.36	76,931.00	3,086.09	443,323.27	100%
FY 2015-16	443,323.27	33,240.20	407,043.05	69,520.42	100%
FY 2016-17	69,520.42	70,196.00	1,146.95	138,569.47	100%
FY 2017-18	138,569.47	162,282.80	282,946.90	17,905.37	100%
FY 2018-19	17,905.37	25,979.00	0.00	43,884.37	100%
FY 2019-20	43,884.37	191,468.00	198,247.00	37,105.37	81%
FY 2020-21	37,105.37	36,899.00	0.00	74,004.37	0.0%
FY 2021-22	74,004.37	82,252.27	0.00	156,256.64	0.0%
FY 2022-23	156,256.64	32,722.54	0.00	188,979.18	0.0%
Total		1,315,987.50	1,127,008.32	188,979.18	85.6%

Revenue received from police impact fees since fiscal year 2004-05 totals \$1,315,988, of which \$1,127,008 has been spent. The current balance in the account is \$188,979, all of which comes from fees collected within the last four fiscal years. The funds have been used to make improvements to the Police Department headquarters building and parking structure and to purchase certain vehicular equipment. The new substation has been on hold. The expectation in 2005 was that bonds would be issued by the City to build a new combination fire station and police substation, but a subsequent downturn in economic conditions dictated that those plans be delayed. Instead, the focus has been on improvements to the Police Department headquarters building and parking structure and the purchase of police vehicles to meet increased service demands. The City will continue to apply the revenues received in this account to similar purposes.

FIRE IMPACT FEES

The plan based and cost recovery methods were used to calculate Fire impact fees. The purpose of the fees was to assist with the funding of the relocation and expansion of Station 34, assist with the cost of a future new fire station and associated apparatus, and because of its citywide benefit, recover a portion of the capital costs related to Station 31. Revenue and expenditure details follow:

TABLE D: NATIONAL CITY FIRE DEVELOPMENT IMPACT FEES

FIRE	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	14,933.75	0.00	14,933.75	100%
FY 2005-06	14,933.75	13,906.50	0.00	28,840.25	100%
FY 2006-07	28,840.25	35,910.28	0.00	64,750.53	100%
FY 2007-08	64,750.53	25,663.00	0.00	90,413.53	100%
FY 2008-09	90,413.53	23,867.00	0.00	114,280.53	100%
FY 2009-10	114,280.53	71,297.00	90,000.00	95,577.53	100%
FY 2010-11	95,577.53	13,464.00	0.00	109,041.53	100%
FY 2011-12	109,041.53	19,085.00	15,620.02	112,506.51	100%
FY 2012-13	112,506.51	23,271.00	89,678.76	46,098.75	100%
FY 2013-14	46,098.75	11,909.00	0.00	58,007.75	100%
FY 2014-15	58,007.75	30,514.00	0.00	88,521.75	100%
FY 2015-16	88,521.75	13,037.00	29,561.73	71,997.02	11.3%
FY 2016-17	71,997.02	27,806.00	6,208.27	93,594.75	0.0%
FY 2017-18	93,594.75	63,724.00	0.00	157,318.75	0.0%
FY 2018-19	157,318.75	10,293.00	54,223.00	113,388.75	0.0%
FY 2019-20	113,388.75	76,997.00	0.00	190,385.75	0.0%
FY 2020-21	190,385.75	14,628.00	0.00	205,013.75	0.0%
FY 2021-22	205,013.75	33,046.73	0.00	238,060.48	0.0%
FY 2022-23	238,060.48	15,516.22	0.00	253,576.70	0.0%
Total		538,868.48	285,291.78	253,576.70	52.9%

Revenue received from fire impact fees totals \$538,869, of which \$285,292 has been spent on items including a fire hydrant, fire apparatus, and the acquisition of a trailer that was being leased for the Station 33 Squad Program that was set up in El Toyon Park to provide faster response times in the north-eastern portion of the City. The current balance in the account is \$253,265, of which \$150,169 is from fees paid over the last six fiscal years and \$103,095 from the two years prior. The plans for a new fire station as envisioned in 2005 have been on hold. The expectation then was that bonds would be issued by the City to build a new combination fire station and police substation, but a subsequent downturn in economic conditions dictated that those plans be put on hold. Between fiscal years 2022-23 and 2023-24, the City's budget allocates \$200,000 in Fire DIF funds towards the design of a new multi-purpose facility and fire station in El Toyon Park. Accumulated and future revenues from Development Impact Fees will provide a small portion of the funding for this future facility.

PARKS IMPACT FEES

The incremental expansion method was used to calculate Park impact fees. The purpose of the fees was to pay for new improvements in existing parks and the expansion of existing recreation centers to provide additional capacity to accommodate new development. The funds cannot be used for replacement or maintenance of equipment or facilities. Revenue and expenditure details follow:

TABLE E: NATIONAL CITY PARKS DEVELOPMENT IMPACT FEES

PARKS	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	101,454.75	0.00	101,454.75	100%
FY 2005-06	101,454.75	87,864.00	0.00	189,318.75	100%
FY 2006-07	189,318.75	24,302.00	191,033.99	22,586.76	100%
FY 2007-08	22,586.76	48,658.00	0.00	71,244.76	100%
FY 2008-09	71,244.76	45,714.00	0.00	116,958.76	100%
FY 2009-10	116,958.76	317,848.80	0.00	434,807.56	100%
FY 2010-11	434,807.56	6,363.20	0.00	441,170.76	100%
FY 2011-12	441,170.76	60,230.00	7,836.25	493,564.51	100%
FY 2012-13	493,564.51	33,990.00	4,293.75	523,260.76	100%
FY 2013-14	523,260.76	12,040.00	20,498.27	514,802.49	100%
FY 2014-15	514,802.49	169,014.00	4,299.91	679,516.58	100%
FY 2015-16	679,516.58	5,148.00	458,455.22	226,209.36	100%
				-	
FY 2016-17	226,209.36	73,102.00	230,819.59	68,491.77	34.3%
FY 2017-18	68,491.77	166,744.00	11,342.14	223,893.63	0.0%
FY 2018-19	223,893.63	40,744.00	0.00	264,637.63	0.0%
FY 2019-20	264,637.63	290,584.00	0.00	555,221.63	0.0%
FY 2020-21	555,221.63	65,822.00	0.00	621,043.63	0.0%
FY 2021-22	621,043.63	163,259.15	0.00	784,302.78	0.0%
FY 2022-23	784,302.78	83,947.84	0.00	868,250.62	0.0%
Total		1,796,829.73	928,579.12	868,250.62	51.7%

Since 2005 revenue received from park impact fees totals \$1,796,830 of which \$928,579 has been spent on improvements in El Toyon and Kimball parks. The current balance in the account is \$868,250.62, of which \$735,696 was received during the last five fiscal years and \$132,555 dated from the two years prior. The fiscal year 2023-24 budget allocates a total of \$776,576 to three projects: \$200,000 towards the design of a multi-purpose facility/fire station at El Toyon Park, \$103,230 towards construction of a dog park in Las Palmas Park, and \$473,346 towards construction of a dog park and lighting improvements in Kimball Park. The remainder of the funds in this account, along with future receipts, will be used towards the construction of the multi-purpose facility and to make other improvements in the City's parks.

LIBRARY IMPACT FEES

The plan based method was used to calculate Library impact fees. The purpose of the fees was to cover a portion of the costs of the planned construction of a replacement library that was to be twice the size of the then existing library. Outside sources paid for 65% of the construction costs, leaving the City to cover the remaining share for which the City issued general obligation bonds in the amount of \$5,970,000. Revenue and expenditure details are as follows:

TABLE F: NATIONAL CITY LIBRARY DEVELOPMENT IMPACT FEES

LIBRARY	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	20,359.75	0.00	20,359.75	100%
FY 2005-06	20,359.75	17,609.00	0.00	37,968.75	100%
FY 2006-07	37,968.75	39,349.00	0.00	77,317.75	100%
FY 2007-08	77,317.75	9,760.00	0.00	87,077.75	100%
FY 2008-09	87,077.75	9,163.00	0.00	96,240.75	100%
FY 2009-10	96,240.75	64,435.00	0.00	160,675.75	100%
FY 2010-11	160,675.75	14,860.00	0.00	175,535.75	100%
FY 2011-12	175,535.75	12,091.00	0.00	187,626.75	100%
FY 2012-13	187,626.75	6,823.00	0.00	194,449.75	100%
FY 2013-14	194,449.75	2,415.00	0.00	196,864.75	100%
FY 2014-15	196,864.75	33,949.00	0.00	230,813.75	38.7%
FY 2015-16	230,813.75	1,032.00	210,000.00	21,845.75	0.0%
FY 2016-17	21,845.75	17,037.00	0.00	38,882.75	0.0%
FY 2017-18	38,882.75	33,492.00	0.00	72,374.75	0.0%
FY 2018-19	72,374.75	8,180.00	0.00	80,554.75	0.0%
FY 2019-20	80,554.75	58,366.00	0.00	138,920.75	0.0%
FY 2020-21	138,920.75	13,217.00	0.00	152,137.75	0.0%
FY 2021-22	152,137.75	32,856.84	0.00	184,994.59	0.0%
FY 2022-23	184,994.59	17,258.65	0.00	202,253.25	0.0%
Total		412,253.25	210,000.00	202,253.25	50.9%

Revenue received since inception from library impact fees totals \$412,253 of which \$210,000 has been spent on a portion of the costs to upgrade the National City Library. The upgrades included a new radio-frequency identification book delivery system, additional bookshelves and other enhancements. The current balance in the account is \$202,253, of which \$129,878 was received during the last five years and \$72,375 over the three years prior. The City is evaluating projects that will enhance the Library’s ability to accommodate a growing number of users over the next five years, but as an alternative, will also be considering applying the revenues collected towards the annual debt service payments on the bonds. Because the bonds were issued as voter approved general obligation bonds, applying the Library DIF revenues to the debt service would reduce the amount of property tax revenues to be collected from property owners in National City.

TRANSPORTATION IMPACT FEES

The purpose of the transportation impact fee is to defray the costs of constructing planned transportation facilities to accommodate increased traffic generated by future development and on improvements that expand capacity on the Regional Arterial System (RAS) as required by the TransNet Regional Transportation Congestion Improvement Program (RTCIP). Eligible projects include such things as road widening, roadway extensions, turning lanes, traffic signal coordination, freeway to arterial interchange improvements, railroad grade separations, and expanded regional express bus and rail transit service.

TABLE G: NATIONAL CITY TRANSPORTATION DEVELOPMENT IMPACT FEES

Development Impact Fees FY 2022-23
 City of National City

Transportation	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2008-09	0.00	16,000.00	0.00	16,000.00	100%
FY 2009-10	16,000.00	359,560.00	0.00	375,560.00	100%
FY 2010-11	375,560.00	42,967.78	0.00	418,527.78	100%
FY 2011-12	418,527.78	155,777.41	0.00	574,305.19	100%
FY 2012-13	574,305.19	106,152.06	0.00	680,457.25	100%
FY 2013-14	680,457.25	38,766.64	0.00	719,223.89	100%
FY 2014-15	719,223.89	353,481.76	13,278.79	1,059,426.86	100%
FY 2015-16	1,059,426.86	12,960.14	722,319.26	350,067.74	100%
FY 2016-17	350,067.74	28,145.36	277,680.74	100,532.36	100%
FY 2017-18	100,532.36	498,675.62	115,000.00	484,207.98	34%
FY 2018-19	484,207.98	154,616.42	101,194.84	537,629.56	0.0%
FY 2019-20	537,629.56	1,078,973.70	0.00	1,616,603.26	0.0%
FY 2020-21	1,616,603.26	155,409.86	0.00	1,772,013.12	0.0%
FY 2021-22	1,772,013.12	245,803.61	0.00	2,017,816.73	0.0%
FY 2022-23	2,017,816.73	293,539.89	52,347.50	2,259,009.12	0.0%
Total		3,540,830.25	1,281,821.13	2,259,009.12	36.2%

Revenue received since inception from transportation impact fees totals \$3,540,830, of which \$1,281,821 has been spent on the widening of Plaza Boulevard. The current balance in the account is \$2,259,009, of which \$1,928,344 was received during the last five years and \$330,666 in the year prior to that. The entire TDIF balance has been appropriated for the “Mobility Enhancements” project, which includes upgrades and modifications to traffic signals and related infrastructure to address mobility efficiency along major transportation corridors on the regional arterial system.



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Installation of two (2), 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of Two (2), 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved the staff's recommendation for the installation of two, 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m.

EXPLANATION:

Mrs. Sandra Rodriguez, owner of Mommy's Creative Thinkers Daycare (Childcare), located at 834 Delta Street, has requested the installation of two passenger loading spaces in front of her property. Mrs. Rodriguez stated that the two unrestricted parking spaces currently located in front of her property are frequently occupied by vehicles throughout the day and parents temporarily park their vehicles in the driveway or double-park in order to drop off and pick up their children from the Daycare. Mrs. Rodriguez also stated that installing two passenger loading spaces in front of her property will allow the parents to safely drop off and pick up their children curbside. Mrs. Rodriguez stated that the Daycare hours are Monday to Friday from 6:30 a.m. to 5:30 p.m.

Staff visited the site and confirmed that the Daycare is located in a residential area. The portion of Delta Street adjacent to the property is a 2-lane local roadway with parallel unrestricted parking on both sides of the street. It should also be noted that the centerline of Delta Street is the boundary between City of San Diego and City of National City, with the north side of Delta Street being in the City of San Diego. Staff confirmed that the Daycare has a driveway that can accommodate one vehicle. In addition, staff confirmed that there is a gate located at the driveway. During the site visit, it was noted that most of the parallel unrestricted parking spaces in the vicinity of the property were occupied by vehicles.

This item was presented to the Traffic Safety Committee on November 8, 2023. Staff sent notices to the area residents inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions. Mrs. Rodriguez was in attendance to speak in support of the item.

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 two (2), 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m.

Per Section 11.32.180 Loading zone—Authority—Designation of the National City Municipal Code, the City Engineer is authorized to designate passenger loading zones. If requested by a business, the applicant will pay a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance. This fee is identified in the Financial Statement below.

If approved by City Council, all work will be performed by City Public Works

FINANCIAL STATEMENT:

The cost to install the 3-minute passenger loading spaces and signage is approximately \$800. Mrs. Rodriguez has agreed to pay this cost.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map
Exhibit B – Staff Report to TSC
Exhibit C – Resolution

Exhibit "A" - Location Map with Proposed Enhancements (TSC Item: 2023-15)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR NOVEMBER 8, 2023**

ITEM NO. 2023-15

ITEM TITLE: **REQUEST TO INSTALL TWO (2) LIMITED PARALLEL PARKING SPACES IN FRONT OF MOMMY'S CREATIVE THINKERS DAYCARE LOCATED AT 834 DELTA STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS**

PREPARED BY: Ricardo Rodriguez, Assistant Engineer - Civil Engineering & Public Works Department

DISCUSSION:

Mrs. Sandra Rodriguez, owner of Mommy's Creative Thinkers Daycare (Child Care), located at 834 Delta Street, has requested the installation of two limited parking spaces in front of her property. Mrs. Rodriguez stated that the two unrestricted parking spaces currently located in front of her property are frequently occupied by vehicles throughout the day and parents temporarily park their vehicles in the driveway in order to drop off or pick up their kids from the Daycare. Mrs. Rodriguez also stated that installing two limited parking spaces in front of her property will allow the parents to safely drop off and pick up their kids. Mrs. Rodriguez stated that the Daycare hours are Monday to Friday from 6:30am to 5:30pm.

Staff visited the site and confirmed that the Daycare is located in a residential area. The portion of Delta Street adjacent to the property is a 2-lane local roadway with parallel unrestricted parking on both sides of the street. It should also be noted that the centerline of Delta Street is the boundary between City of San Diego and City of National City, with the north side of Delta Street being in the City of San Diego. Staff confirmed that the Daycare has a driveway that can accommodate one vehicle. In addition, staff confirmed that there is a gate located at the driveway. During the site visit, it was noted that most of the parallel unrestricted parking spaces around the property were occupied by vehicles.

If the request receives final approval, staff requires the resident to pay for the work performed by Public Works since it will benefit the single business.

STAFF RECOMMENDATION:

Staff recommends the installation of two 3-minute limited parking spaces in front of Mrs. Rodriguez's property for the hours of 7:30am to 8:30am and 3:00pm to 5:00pm.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos

2023-15



PUBLIC REQUEST FORM

Contact Information

Name:	SANDRA RODRIGUEZ		
Address:	834 DELTA STREET		
Phone:	_____	Email:	_____

Request Information

Location:	834 DELTA STREET		
Request:	LOADING ZONE FOR DAY CARE		
Attachments:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Description: _____

Internal Use Only:

Request Received By:	JASON JASMUNO	Date:	8/23/2023
Received via:	<input type="checkbox"/> Counter/In-Person	<input checked="" type="checkbox"/> Telephone	<input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Referral: _____
Assigned To:	_____		
Notes:	_____		



November 2, 2023

RESIDENT/PROPERTY OWNER

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2023-15

**REQUEST TO INSTALL TWO (2) LIMITED PARALLEL PARKING SPACES
IN FRONT OF MOMMY'S CREATIVE THINKERS DAYCARE LOCATED AT
834 DELTA STREET TO INCREASE PARKING TURNOVER FOR
CUSTOMERS.**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, November 8, 2023, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2023-15.

Sincerely,


Stephen Manganiello
Director of Public Works/City Engineer

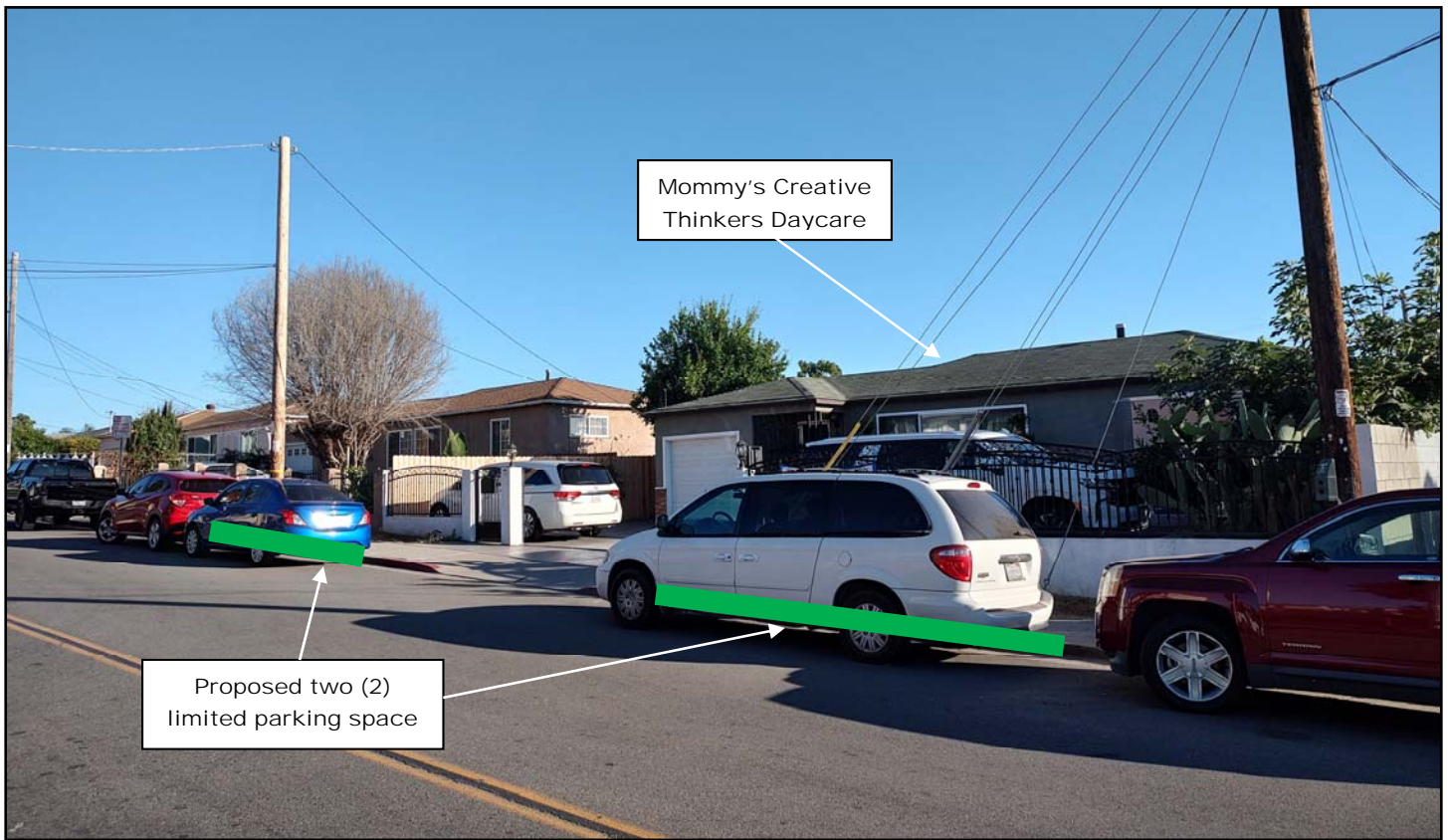
SM:rr

Enclosure: Location Map

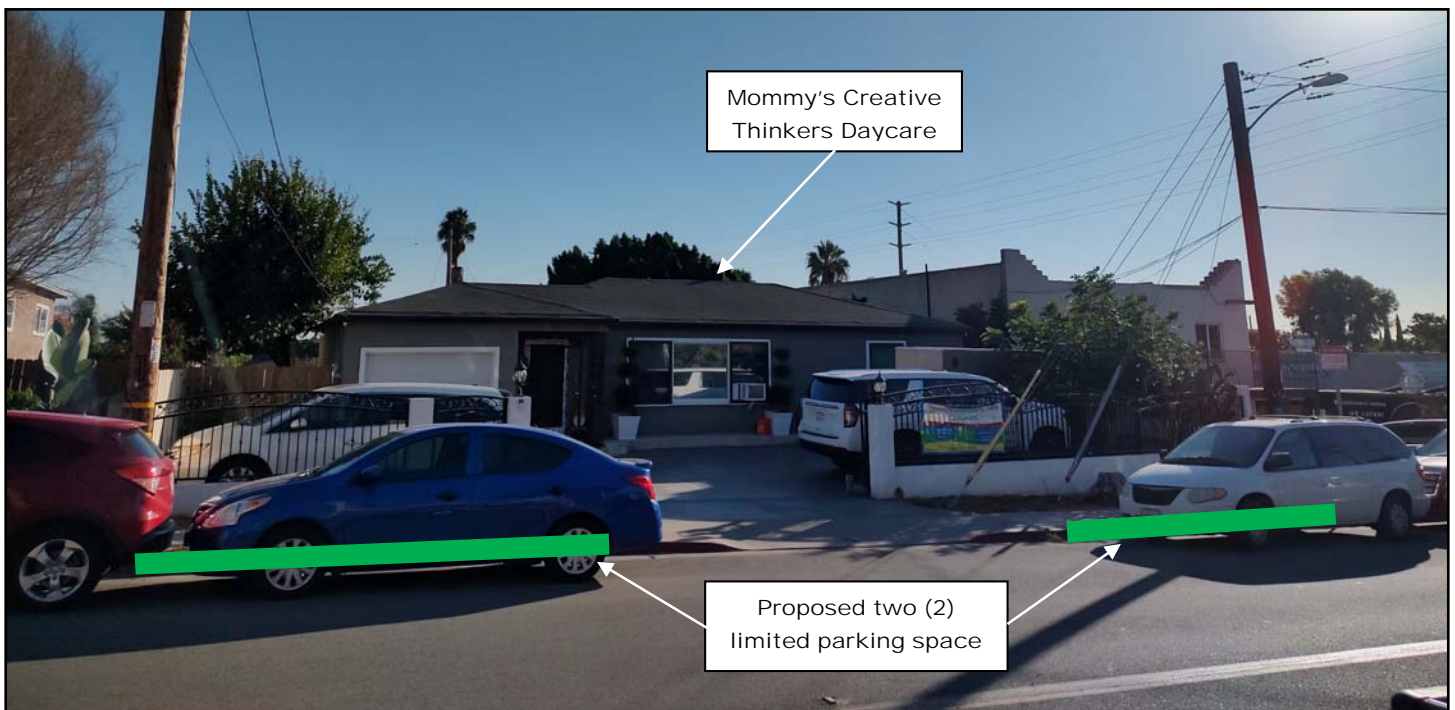
2023-15

Exhibit "A" - Location Map with Proposed Enhancements (TSC Item: 2023-15)





Location of two proposed limited parking spaces with signage located at 834 Delta Street (Looking South-East)



Location of two proposed limited parking spaces with signage located at 834 Delta Street (Looking South)

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF TWO (2) 3-MINUTE PASSENGER LOADING SPACES IN FRONT OF MOMMY'S CREATIVE THINKERS DAYCARE LOCATED AT 834 DELTA STREET, VALID MONDAY THROUGH FRIDAY FROM 7:30 A.M. TO 8:30 A.M. AND 3:00 P.M. TO 5:00 P.M.

WHEREAS, Mrs. Sandra Rodriguez, owner of Mommy's Creative Thinkers Daycare (the "Daycare"), located at 834 Delta Street, has requested the installation of two 3-minute passenger loading spaces in front of her property; and

WHEREAS, Mrs. Rodriguez stated that the two unrestricted parking spaces currently located in front of her property are frequently occupied by vehicles throughout the day and parents temporarily park their vehicles in the driveway or double-park in order to drop off and pick up their kids from the Daycare; and

WHEREAS, Mrs. Rodriguez stated that the Daycare hours are Monday to Friday from 6:30 a.m. to 5:30 p.m.; and

WHEREAS, staff visited the site and confirmed that the Daycare is located in a residential area; and

WHEREAS, the portion of Delta Street adjacent to the property is a 2-lane local roadway with parallel unrestricted parking on both sides of the street; and

WHEREAS, it should also be noted that the centerline of Delta Street is the boundary between City of San Diego and City of National City, with the north side of Delta Street being in the City of San Diego; and

WHEREAS, staff confirmed that the Daycare has a driveway that can accommodate one vehicle and there is a gate located at the driveway; and

WHEREAS, during the site visit, it was noted that most of the parallel unrestricted parking spaces in the vicinity of the property were occupied by vehicles; and

WHEREAS, this item was presented to the Traffic Safety Committee on November 8, 2023; and

WHEREAS, staff sent notices to the area residents inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mrs. Rodriguez was in attendance to speak in support of the item; 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 two 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m.; and

WHEREAS, National City Municipal Code section 11.32.180 authorizes the City Engineer to designate passenger loading zones and provides for the recovery of costs for corresponding installation and maintenance where requested by a business; and

WHEREAS, National City Municipal Code section 11.32.140 prohibits stopping or parking at any posted location where parking is restricted or prohibited between hours designated by resolution of the City Council.

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 two (2) 3-minute passenger loading spaces in front of Mommy’s Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m, with the costs for installation and signage to be paid by the requesting business.

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 5th day of December, 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
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Installation of "No Parking Vehicles Over 6' High" signs to prohibit parking for oversized vehicles in front of the property at 2240 Cleveland Avenue.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of "No Parking Vehicles Over 6' High" Signs to Prohibit Parking for Oversized Vehicles on the North and South Sides of W. 23rd Street, West of Cleveland Avenue and on the West Side of Cleveland Avenue, North of E. 23rd Street, in Front of the Property at 2240 Cleveland Avenue.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff's recommendation for the installation of "No Parking Vehicles Over 6' High" signs to prohibit parking for oversized vehicles on the north and south sides of W. 23rd Street, west of Cleveland Avenue and on the west side of Cleveland Avenue, north of E. 23rd Street, in front of the property at 2240 Cleveland Avenue.

EXPLANATION:

Mrs. Kelie Mac, Executive Assistant of "Deaf Community Services of San Diego" located at 2240 Cleveland Avenue, requested the installation of no parking signage for oversized vehicles on the north and south sides of W. 23rd Street, west of Cleveland Avenue and on the west side of Cleveland Avenue, north of 23rd Street, along the property frontage. Mrs. Mac stated that semi-trucks park all day long in front of the property and use on-street parking that should be reserved for customers and employees of the businesses nearby. She also stated that their customers are mostly wheelchair users, deaf, deafblind, elderly, and others in need, and it is important to have available parking close to the building.

Staff visited the site and confirmed that all of the on-street parking around the commercial property is utilized and also verified that the commercial property has underground parking spaces. At the time of the site visit, there were two carrier trailers around the property (see attached photos). Each carrier trailer has a length of approximately 80 feet and occupies four parking spaces that customers or employees could have used. The property is located in an industrial area near the National City Marine Terminal, where many trucks operate for picking up or delivering containers and vehicles at the terminal. Truck parking is available on Tideland Avenue a few blocks to the west.

Staff recommends the installation of "No Parking Vehicles Over 6' High" signs to discourage trucks from parking in proximity to the property. This enhancement would increase the available parking in the area.

This item was presented to the Traffic Safety Committee on November 8, 2023. Mrs. Monique Ball, Executive Director of the "Deaf Community Services of San Diego," and Mrs. Elaine Rosas attended and spoke to support the item.

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 "No Parking Vehicles Over 6' High" signs to prohibit parking for oversized vehicles on the north and south sides of W. 23rd Street, west of Cleveland Avenue and on the west side of Cleveland Avenue, north of E. 23rd Street, in front of the property at 2240 Cleveland Avenue.

Section 11.32.140 Stopping or parking prohibited—Signs required of the National City Municipal Code authorizes installation of signs that prohibit any vehicle whose height with or without a load exceeds six feet, based on adoption of a resolution by the City Council.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:

The cost to install the signage is approximately \$500. 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 – Staff Report to the Traffic Safety Committee on November 8, 2023 (TSC No. 2023-17)

Exhibit C – Resolution

Location Map with Proposed Enhancements (TSC Item: 2023-17)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR NOVEMBER 8, 2023**

ITEM NO. 2023-17

ITEM TITLE: REQUEST TO INSTALL “NO PARKING VEHICLES OVER 6’ HIGH” SIGNS TO PROHIBIT PARKING FOR OVERSIZED VEHICLES ON THE NORTH AND SOUTH SIDES OF W. 23RD STREET, WEST OF CLEVELAND AVENUE AND ON THE WEST SIDE OF CLEVELAND AVENUE, NORTH OF E. 23RD STREET, IN FRONT OF THE PROPERTY AT 2240 CLEVELAND AVENUE.

PREPARED BY: Luca Zappiello, Associate Engineer - Civil Engineering & Public Works Department

DISCUSSION:

Mrs. Kelie Mac, Executive Assistant of "Deaf Community Services of San Diego" located at 2240 Cleveland Avenue, requested the installation of no parking signage for oversized vehicles on the north and south sides of W. 23rd Street, west of Cleveland Avenue and on the west side of Cleveland Avenue, north of 23rd Street, along the property frontage. Mrs. Mac stated that semi-trucks park all day long in front of the property and use on-street parking that should be reserved for customers and employees of the businesses nearby. She also stated that their customers are mostly wheelchair users, deaf, deafblind, elderly, and others in need, and it is important to have available parking close to the building.

Staff visited the site and confirmed that all of the on-street parking around the commercial property is utilized and also verified that the commercial property has underground parking spaces. At the time of the site visit, there were two carrier trailers around the property (see attached photos). Each carrier trailer has a length of approximately 80 feet and occupies four parking spaces that customers or employees could have used. The property is located in an industrial area near the National City Marine Terminal, where many trucks operate for picking up or delivering containers and vehicles at the terminal. Truck parking is available on Tideland Avenue a few blocks to the west.

Staff recommends the installation of “No Parking Vehicles Over 6’ High” signs to discourage trucks from parking in proximity to the property. This enhancement would increase the available parking in the area.

STAFF RECOMMENDATION:

Staff recommends the installation of “No Parking Vehicles Over 6’ high” signs to prohibit parking for oversized vehicles on the north and south sides of W. 23rd Street, west of Cleveland Avenue and on the west side of Cleveland Avenue, north of E. 23rd street, in front of the property at 2240 Cleveland Avenue.

EXHIBITS:

1. Public Request;
2. Public Notice;
3. Location Map;
4. Photos;

From: DCS Human Resources
Sent: Tuesday, May 30, 2023 12:30 AM
To: engineering@nationalcityca.gov <engineering@nationalcityca.gov>
Subject: ADA Inquiry

To whom it may concern,

My name is Kelie Mac, I am Executive Assistant for Deaf Community Services of San Diego. We are a nonprofit in San Diego that services the Deaf and DeafBlind community. Throughout the month of June we are moving our headquarters from Mission Valley to National City. Our goal is to open our new National City head quarters by the first or second week of July.

There are a few requests we would like to submit to provide accommodation for our clients. Because we have multiple requests you will see there is an additional PDF attached along with the request form.

Please let me know if there's anything further I need to do, and thank you for your time,

Kelie Mac

Executive Assistant

(Pronouns: She/Her)

Email: hr@dcsosfd.org

VP (619) 550-3274

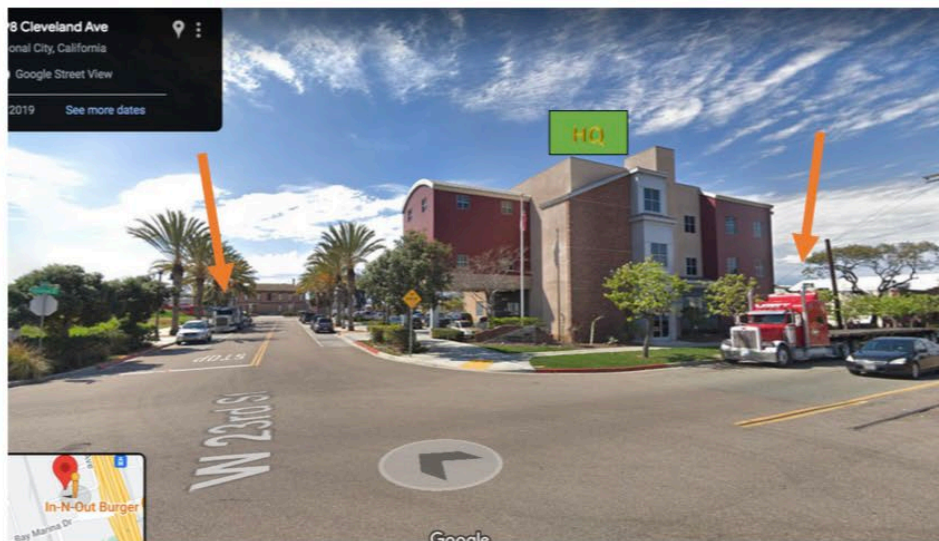
P (619) 800-2425

<http://www.deafcommunityservices.org>

4. Street Parking Signage to Deter Semi Trucks

-I am unsure where to submit this particular request so I am including it here. In the marked parking spots around our building, semi-trucks tend to take up all the spots and leave the truck there for days. Our parking spots are limited as is due to shared parking lot with neighboring buildings, and the street parking would be for staff and clients. How can we petition for signage regarding “no semi-truck parking” or perhaps “no vehicles over x tons” ?

In the picture below there are only 2 semis. However, on a regular basis there are semi-trucks completely lining West 23rd Street, taking up all of the available marked parking spots for days on end. I understand it’s tough for the drivers to find a spot to park, and most likely stay at the hotels adjacent, but we really need these spots for clients and staff.





November 2, 2023

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2023-17

REQUEST TO INSTALL “NO PARKING VEHICLES OVER 6’ HIGH” SIGNS TO PROHIBIT PARKING FOR OVERSIZED VEHICLES ON THE NORTH AND SOUTH SIDES OF W. 23RD STREET, WEST OF CLEVELAND AVENUE AND ON THE WEST SIDE OF CLEVELAND AVENUE, NORTH OF E. 23RD STREET, IN FRONT OF THE PROPERTY AT 2240 CLEVELAND AVENUE.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, November 8, 2023, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA-compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2023-17.

Sincerely,



Stephen Manganiello
City Engineer

SM:lz

Enclosure: Location Map

2023-17

1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Proposed Enhancements (TSC Item: 2023-17)





Cleveland Ave

Location of proposed "No Parking Vehicles Over 6' High" signs on the west side of Cleveland Avenue (looking west)



W. 23rd St.

Location of proposed "No Parking Vehicles Over 6' High" signs on the north side of W. 23rd Street (looking northeast)



W. 23rd St.



122' of proposed "No Parking Vehicles Over 6' High" signs

40' of proposed "No Parking Vehicles Over 6' High" signs

Location of proposed "No Parking Vehicles Over 6' High" signs on the south side of W. 23rd Street (looking southwest)

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF “NO PARKING VEHICLES OVER 6’ HIGH” SIGNS TO PROHIBIT PARKING FOR OVERSIZED VEHICLES ON THE NORTH AND SOUTH SIDES OF W. 23RD STREET, WEST OF CLEVELAND AVENUE AND ON THE WEST SIDE OF CLEVELAND AVENUE, NORTH OF E. 23RD STREET, IN FRONT OF THE PROPERTY AT 2240 CLEVELAND AVENUE.

WHEREAS, Mrs. Kelie Mac, Executive Assistant of "Deaf Community Services of San Diego" located at 2240 Cleveland Avenue, requested the installation of no parking signage for oversized vehicles on the north and south sides of W. 23rd Street, west of Cleveland Avenue and on the west side of Cleveland Avenue, north of 23rd Street, along the property frontage; and

WHEREAS, Mrs. Mac stated that semi-trucks park all day long in front of the property and use on-street parking that should be reserved for customers and employees of the businesses nearby; and

WHEREAS, she also stated that their customers are mostly wheelchair users, deaf, deafblind, elderly, and others in need, and it is important to have available parking close to the building; and

WHEREAS, staff visited the site and confirmed that all of the on-street parking around the commercial property is utilized and also verified that the commercial property has underground parking spaces; and

WHEREAS, at the time of the site visit, there were two carrier trailers around the property; and

WHEREAS, each carrier trailer has a length of approximately 80 feet and occupies four parking spaces that customers or employees could have used; and

WHEREAS, the property is located in an industrial area near the National City Marine Terminal, where many trucks operate for picking up or delivering containers and vehicles at the terminal; and

WHEREAS, truck parking is available on Tideland Avenue a few blocks to the west; and

WHEREAS, staff recommends the installation of "“No Parking Vehicles Over 6’ High” signs to discourage trucks from parking in proximity to the property; and

WHEREAS, this item was presented to the Traffic Safety Committee on November 8, 2023; and

WHEREAS, Monique Ball, Executive Director of the "Deaf Community Services of San Diego," and Elaine Rosas attended and spoke to support the item; 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 “No Parking Vehicles Over 6’ High” signs to prohibit parking for

oversized vehicles on the north and south sides of W. 23rd Street, west of Cleveland Avenue and on the west side of Cleveland Avenue, north of E. 23rd Street, in front of the property at 2240 Cleveland Avenue; and

WHEREAS, National City Municipal Code section 11.32.140 prohibits stopping or parking at any posted location where parking is restricted or prohibited by resolution of the City Council, including for any vehicle whose height with or without a load exceeds six feet; and

WHEREAS, if approved by City Council, all work will be performed by City Public Works.

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 “No Parking Vehicles Over 6’ High” signs to prohibit parking for oversized vehicles on the north and south sides of W. 23rd Street, west of Cleveland Avenue and on the west side of Cleveland Avenue, north of E. 23rd Street, in front of the property at 2240 Cleveland Avenue.

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 5th day of December, 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, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 318 S Kenton Avenue.

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 318 S Kenton Avenue."

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 318 S Kenton Avenue.

EXPLANATION:

Mrs. Eulalia Duran, resident of 318 S Kenton Ave, has requested a blue curb disabled persons parking space in front of her residence. The resident possess a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Duran stated that since it is difficult for her to find parking in front of her residence, she has to park her vehicle elsewhere. Mrs. Duran stated that a disabled persons parking space in front of her residence would provide easier access to her house.

Staff visited the site and observed that Mrs. Duran's residence has a garage and driveway. The garage is permanently closed and not used to park vehicles. Furthermore, the garage is smaller in size and does not provide a minimum of 3 feet of clearance around a vehicle for accessibility. The driveway is approximately 21 feet long by 13 feet wide with a slope of 4%. The maximum slope allowed to accommodate a vehicle with a disabled driver or passenger is 2%.

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 spaces. 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 November 8, 2023. Staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions. Mrs. Duran and her 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 signage, since all three conditions of the Special Hardship Cases section of National City Municipal Code Chapter 11.32.225, 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 has developed 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 City-owned 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 of existing blue curbs in the area

Exhibit C – Staff Report to TSC

Exhibit D – Resolution

Exhibit A: Location Map with Possible Enhancements (TSC Item: 2023-16)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-16)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR NOVEMBER 8, 2023**

ITEM NO. 2023-16

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 318 S KENTON AVE**

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil
Engineering & Public Works Department

DISCUSSION:

Mrs. Eulalia Duran, resident of 318 S Kenton Ave, has requested a blue curb disabled persons parking space in front of her residence. The resident possess a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Duran stated that since it is difficult for her to find parking in front of her residence she has to park her vehicle elsewhere. Mrs. Duran stated that a disabled persons parking space in front of her residence would provide easier access to her house.

Staff visited the site and observed that Mrs. Duran’s residence has a garage and driveway. The garage is 12 feet wide but is permanently closed and therefore not used for car parking. The driveway is approximately 21 feet long by 13 feet wide with a slope of 4%. The minimum slope for a driveway to accommodate a vehicle with a disabled driver or passenger is 2%.

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 spaces. 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.*

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's Disabled persons parking zone requirements for Special Hardship Cases is met, staff recommends the installation of a blue curb disabled persons parking space with signage.

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

2023-16



Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: Eulalia Durán

Name of Disabled Person (if different from above): _____

Address: 318 s. Kenton Ave National City CA 91950 Eulalia/Abigail

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 I leave with my daughter. My daughter has 5 kids but 4 are small children and she parks in the driveway. In front of my house there is a rehab house and lately parking is full with camper and motorhome. I really need handicap space so I wont park far away and can't walk long distance.

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

Did not had this problem before.

DEPARTMENT OF MOTOR VEHICLES

PLACARD NUMBER:

EXPIRES: 06/30/2025

**DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT**

DATE ISSUED: 02/22/2023



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.

CO: 37

TV: 92

TYPE: N1

DOB:

ISSUED TO

DURAN EULALIA
318 S KENTON AVE

NATIONAL CITY CA 91950

You may not park in or on:

- * Red, Yellow, White or Tow Away Zones.
- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- * Display a placard unless the disabled owner is being transported.
- * Display a placard which has been cancelled or revoked.
- * Loan your placard to anyone, including family members.

**Purchase of fuel
(Business & Professions Code 13660):**

* State law requires service stations to refuel a disabled person's vehicle at self-service rates except self-service facilities with only one cashier.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

Exhibit A: Location Map with Possible Enhancements (TSC Item: 2023-16)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-16)





Photo of the driveway and garage at 318 S. Kenton Avenue (Looking South-West)



Location of proposed blue curb disabled persons parking space in front of 318 S. Kenton Ave (Looking West)

-
4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.
 5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.
- (Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

- A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.
- B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.
- C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.
- D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

- A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 21101, et seq. at the following facilities:
 1. Government Buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
 2. Hospitals and convalescent homes with more than 75-bed capacity.
 3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
 4. Community service facilities such as senior citizens service centers, etc.

-
5. Accredited vocational training and educational facilities where no off- street parking is provided for disabled persons.
 6. Employment offices for major enterprises employing more than 200 persons.
 7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
 8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
 9. Other places of assembly such as schools and churches.
 10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
 11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.
 12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.
- B. General requirements.
1. Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).
 2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.
 3. Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.
 4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.
 5. In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on- street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.
 6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.
- C. Special Hardship Cases.
1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:
 - a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
 - b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.
 - c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

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 318 S KENTON AVENUE.

WHEREAS, Mrs. Eulalia Duran, resident of 318 S Kenton Avenue, has requested a blue curb disabled persons parking space in front of her residence; and

WHEREAS, the resident possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that she is requesting the accommodation since it is difficult for her to find parking nearby her residence; and

WHEREAS, staff visited the site and observed that Mrs. Duran's residence has a garage and driveway; and

WHEREAS, staff took measurements and confirmed the garage and driveway do not meet accessibility standards for disabled persons parking; and

WHEREAS, this item was presented to the Traffic Safety Committee on November 8, 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, Mrs. Duran and her 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 318 S Kenton Avenue, since all three conditions of the Special Hardship Cases section of National City Municipal Code section 11.32.225(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 318 S Kenton Avenue.

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 5th day of December, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Planning
Prepared by: David Welch – Associate Planner
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Notice of Decision - Conditional Use Permit for a Drive-Through Coffee Shop (Dutch Bros Coffee) to be Located at 1638 East Plaza Boulevard.

RECOMMENDATION:

Staff Recommends Approval of the Operation of a Drive-Through Coffee Shop, Subject to the Recommended Conditions in the Attached Resolution and a Determination that the Project is Exempt from CEQA. The Operation of a Drive-Through Coffee Shop is a Conditionally Allowed Use in the Major Mixed-Use District (MXD-2) Zone.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Monday, November 20, 2023, The Planning Commission recommended approval of the Conditional Use Permit by a 6-1 vote.

Ayes: Armenta, Castle, Miller, Sendt, Quinonez, Valenzuela **Absent:** Sanchez

EXPLANATION:

The applicant proposes to construct a 950-square-foot coffee shop (Dutch Bros Coffee) with two drive-through lanes. In addition to the drive-through, the approximately 0.6-acre property would have a total of nine (9) parking spaces. A CUP is required for a drive-through business.

The Planning Commission conducted a Public Hearing on November 20, 2023, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

An application fee of \$3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15332(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 – Planning Commission Staff Report with attachments

Exhibit B – 11/20/23 Planning Commission PowerPoint slides



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH COFFEE SHOP (DUTCH BROS COFFEE) TO BE LOCATED AT 1638 EAST PLAZA BOULEVARD.

Case File No.: 2023-12 CUP

Location: 1638 East Plaza Boulevard

Assessor's Parcel Nos.: 557-410-27

Staff report by: David Welch, Associate Planner

Approved by: Brian Hadley, Acting Community Development Director

Applicant: Russ Orsi

Zoning designation: Major Mixed-Use District (MXD-2)

Adjacent use and zoning:

North: Holiday Inn Express and various commercial across E. Plaza Blvd. / MXD-2

East: Multi-family residential and Stardust Inn / MXD-2

South: Multi-family residential / MXD-2

West: Shell gasoline station and single-family residential across Palm Ave. / MXD-2 and Small Lot Residential (RS-2)

Environmental review: The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and staff is recommending that the project be determined categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-fill Development Projects) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit

Staff recommendation: Approve

Staff Recommendation

Staff is recommending approval of the Conditional Use Permit (CUP) request for a drive-through coffee shop, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA.

Executive Summary

The applicant proposes to construct a 950 square-foot coffee shop (Dutch Bros Coffee) with two drive-through lanes. In addition to the drive-through, the approximately 0.6-acre property would have a total of nine parking spaces. A CUP is required for a drive-through business.

Site Characteristics

The project site is comprised of a 0.6-acre vacant parcel located at 1638 East Plaza Boulevard. A lot line adjustment is currently being processed to add approximately 1,155 square feet to the site from the adjacent property occupied by a gasoline service station. The new parcel boundary will completely contain the existing driveway access to the site from Palm Avenue. The parcel has an irregular shape with approximately 194 feet of frontage along East Plaza Boulevard and 35 feet of frontage along Palm Avenue. The buildable area is moderately constrained by a 20-foot drainage easement on the property along the East Plaza Boulevard frontage, a 10-foot sewer easement bisecting the property, and the access driveway to Palm Avenue. The property is zoned Major Mixed-Use District (MXD-2) and has a Major Mixed Use General Plan designation.

Proposed Use

The applicant is proposing to construct a 950 square-foot drive-through Dutch Bros Coffee on a vacant parcel. A double lane drive-through aisle is proposed, which would accommodate queuing for approximately 15 vehicles. Vehicles would enter the site from either East Plaza Boulevard or Palm Avenue and enter the drive-through lanes that loop around the building in a counter-clockwise direction. All customer transactions are proposed to be conducted person to person with no electronic speaker system. The proposed building would also have a window for walk-up customers. However, no indoor or outdoor seating is proposed. Nine parking spaces are provided on site, which could alleviate some demand from the drive-through lanes during peak times. Per state law, minimum parking requirements may not be enforced by a local agency at this location due to proximity to a major transit stop. The applicant intends to operate 24 hours a day, if permitted. The new business would employ between 28 and 34 people

with the majority working on a part-time basis. During operations, four to twelve staff members would be present per shift.

Analysis

General Plan

A coffee shop is a commercial use, which is consistent with the mixed-use land use designation established for this area of the City and is permitted by right. However, some drive-through restaurants may be considered a “fast food” restaurant. A fast food eating place is defined as follows:

"Fast food eating place" means any retail food establishment that primarily provides short order food services for on-site dining or take-out service, where such food and beverage is served on paper, plastic, or other disposable containers, and including drive in and drive-through restaurants where ready-to-eat foods are served primarily to be consumed off the premises. This definition includes all self-service restaurants, except cafeterias, sit-down pizza parlors, and donut shops.

There are two General Plan policies that reference fast food restaurants:

Policy HEJ-4.2: Encourage the development of healthy food establishments in areas with a high concentration of fast food establishments, convenience stores, and liquor stores.

Policy HEJ-5.4: Discourage unhealthy fast food outlets from locating near schools.

This segment of East Plaza Boulevard (between Palm Avenue and I-805) has an approved In-N-Out drive-through. To the west of Palm Avenue, along East Plaza Boulevard, additional eating establishments exist that can be considered fast food. Despite this fact, California Produce is a pre-existing healthy food option in close proximity to Dutch Bros Coffee that is consistent with HEJ-4.2.

With regard to HEJ-5.4, the nearest school is Las Palmas Elementary, which is more than a half-mile away in walking distance. Therefore, the coffee shop is not near a school.

Land Use Code

A coffee shop is a permitted use within the MXD-2 zone. However, businesses with a drive-through require the issuance of a CUP. In addition, Chapter 18.41 – Site Planning Standards – has specific design requirements for drive-through businesses, including:

- Minimum queuing distances (established by CUP).
- Minimum 25-foot interior turning radius for drive-through aisles.
- Location of drive-through window and landscaping requirements.

As part of traffic analysis conducted by the applicant team, a queuing study was performed based on the number of vehicles served at similar Dutch Bros Coffee locations, which was 58 to 80 vehicles per hour. The study found that the queuing would not exceed eight vehicles 95 percent of the time. The dual-lane drive-through, as proposed, can accommodate approximately 13 vehicles. It is anticipated that the queue would largely stay within the drive through lanes. An additional five cars could also be accommodated within the site's driveways. There are also nine proposed parking spaces that could handle additional waiting customers. The applicant utilizes person-to-person ordering, which reduces time spent in the drive-through, and an exit lane for customers receiving their orders earlier or large orders to wait further reducing queuing demand on site.

The Land Use Code (LUC) states that a drive-through window may not be located between the right-of-way and the building without a minimum 10-foot-wide landscape buffer. The buffer shall have a minimum three-foot high hedge with trees spaced at least every 20 feet. The site plan for the project is consistent with these requirements and is conditioned to be included with plans submitted for construction. The interior turning radii are less than the 25-foot minimum for drive-through aisles. However, the City Engineer may approve a lesser radius and the lanes have additional room for vehicles to maneuver beyond the standard 12-foot one-way drive aisle required by the LUC.

Design requirements for projects of this type in the MXD-2 zone are limited, with emphasis placed on architectural variation (avoiding long blank walls and providing fenestration). All setbacks are met, and the height of the development is well under the maximum allowed in the MXD-2 zone (65 feet). The proposed design of the 950 square-foot building includes both wall plane variation and attached awnings and canopies. The coffee shop, without a drive-through aisle, would be allowed by right.

Traffic

The proposed design places the new coffee shop toward the center of the property and set back from East Plaza Boulevard to provide room for drainage, landscaping, the proposed drive-through lane, and an additional exit lane. There are nine parking spaces proposed, which are not required. Access to the drive-through lanes is at the south side of the property in a location that can accommodate vehicles entering from the property's two-way driveways on both East Plaza Boulevard and Palm Avenue. A dual-lane is proposed for the drive-through to increase queuing capacity on the site. Overall, there is approximately 320 linear feet of queuing space in the driveway, enough length to accommodate 13 vehicles. Another five vehicles would be able to queue without impacting the public right-of-way. According to the analysis by the applicant using similar Dutch Bros Coffee locations, there is only a 5% probability that the queue in the drive-through will exceed eight vehicles and the proposed lanes are expected to be sufficient for customer demand. Furthermore, the applicant is providing an exit lane that would allow customers in line to move out of the queue if they receive their orders earlier. The other locations studied averaged 58-80 vehicles per hour.

Based on a traffic impact analysis conducted by the applicant, the proposed project is projected to generate approximately 1,536 net new daily trips. The forecasted peak hour trips are 116 in the mornings and 112 in the evenings. Approximately half of the trips accounted for in the analysis are pass-by, which would mean they are trips that would already be utilizing the adjacent roadway system. Nearby intersections will continue to operate at an acceptable level of service (LOS). The proposed development is only forecasted to contribute insignificant delays of 1.7 seconds or less to the existing conditions at Palm Avenue and East Plaza Boulevard and the project's two proposed driveway entrances. The applicant used a 2% growth rate for future traffic along East Plaza Boulevard even though the regional traffic forecast from SANDAG predicts a future decrease in traffic.

Projects are also required to assess project impacts related to vehicle miles travelled (VMT) under the California Environmental Quality Act (CEQA). In this case, a detailed screening was not required due to the project's limited size and the anticipation that the use would be locally serving rather than a regional draw.

Noise

Noise issues related to drive-through businesses are usually related to vehicle queuing and ordering windows/speakers. Recent approvals for drive-through businesses have required noise-attenuating speakers at the ordering window. However, in this instance the applicant does not intend to utilize an ordering window/speaker and will only take orders in person. It is not anticipated that the use, as proposed, will create nuisance noises. The Planning Commission may consider restrictions on the hours of operation of the business, which is proposing up to 24-hour a day operation. There are other 24 hour drive-through businesses currently operating within National City such as the Jack in the Box locations on Highland Avenue and East Plaza Boulevard.

Mailing

All property owners and occupants within 300 feet are required to be notified of a public hearing for a CUP application. Notice of this public hearing was sent to 176 occupants and owners.

Department Comments

Comments were provided by the Engineering Department related to standard requirements for new developments. No other comments were received. The Engineering comments have been incorporated as conditions of approval for the CUP. Adherence to building and fire codes have also been addressed in the Conditions of Approval.

Public Comment

No public comments were received as of the writing of this staff report.

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

Drive-through businesses are identified as a conditionally-allowed use in the Major Mixed-Use District (MXD-2) zone, and conditions of approval will assure the proposed drive-through aisles will meet all requirements as contained in NCMC §18. 41 – Site Planning Standards.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

The Land Use Code conditionally allows drive-through businesses in the MXD-2 zone; the Land Use Code is consistent with the General Plan. Additionally, there are no Specific Plans affecting this location.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The property will be developed based on provisions outlined in the Land Use Code. In addition, the proposed drive-through aisle, subject to the conditions of approval, meets all requirements for such uses outlined in the Land Use Code, as discussed above.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The project is expected to generate approximately 1,536 net daily trips, which can be accommodated by the existing road network. Intersections in this location are currently operating at a Level of Service (LOS) of C or better (passing) and are calculated by the provided traffic impact analysis to continue to have a passing LOS after construction. The site is located within an urbanized area with access to all necessary utilities and services.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

Noise issues related to drive-through businesses are usually related to vehicle queuing and ordering windows/speakers. Noise is not an issue given that the applicant will utilize person to person ordering in lieu of an amplified ordering system. A vehicle miles traveled (VMT) analysis was also conducted for the site and it is presumed to have a less than significant impact on VMT. In addition, the new business will benefit the public interest by providing new jobs.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-fill Development Projects) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. Class 32 consists of projects characterized as in-fill development that are consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; occurs within city limits on a project site no more than five acres substantially surrounded by urban uses; that the project site has no value as habitat for endangered, rare or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. The proposed use is consistent with this description and there is no potential for the project to cause either a direct or a reasonably foreseeable indirect physical change in the environment.

Finding for Denial

There is one finding for denial as follows:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because it would contribute to a concentration of unhealthy fast food eating places.

Conditions of Approval

Conditions of Approval are included that address comments from the Engineering Department. Additional conditions are included related to adherence to California Building and Fire Codes and the City's Land Use Code.

Summary

The proposed drive-through is consistent with the Land Use Code with the approval of a CUP. Conditions of Approval will ensure that the business operates in harmony with existing uses in the area. The potential impacts are minimal since design guidelines ensure an appropriately-designed project. In addition, the 12-vehicle

storage capacity of the drive-through aisles will avoid impacts to adjacent City streets. Staff is recommending approval of this CUP request.

Options

1. Find the project exempt from CEQA under Class 32 of the CEQA Guidelines Section 15332 or other exemption and approve 2023-12 CUP subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,
2. Find the project not exempt from CEQA and/or deny 2023-12 CUP based on the attached findings, or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2023-12 CUP, dated 11/13/2023)
4. Public Hearing Notice (Sent to 176 property owners and occupants)
5. Notice of Exemption
6. Transportation Impact Assessment

RESOLUTION NO. 2023-24

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA,
DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE
CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT) AND
APPROVING A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH COFFEE
SHOP (DUTCH BROS COFFEE) TO BE LOCATED AT 1638 EAST PLAZA
BOULEVARD.

CASE FILE NO. 2023-12 CUP

APN: 557-410-27

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a drive-through coffee shop (Dutch Bros Coffee) to be located at 1638 East Plaza Boulevard at a duly advertised public hearing held on November 20, 2023, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2023-12 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on November 20, 2023, support the following findings, which are hereby made:

1. That the proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code, because drive-through businesses are identified as a conditionally-allowed use in the Major Mixed-Use District (MXD-2) zone, and the conditions of approval will

ATTACHMENT 1

assure the proposed drive-through aisles will meet all requirements as contained in NCMC §18. 41 – Site Planning Standards.

2. That the proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code conditionally allows drive-through businesses in the MXD-2 zone; the Land Use Code is consistent with the General Plan. There are no Specific Plans affecting this location.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the property will be developed based on the provisions outlined in the Land Use Code. In addition, the proposed drive-through aisle, subject to the conditions of approval, meets all requirements for such uses outlined in the Land Use Code.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because a traffic impact analysis was conducted for the proposed use finding that the project is expected to generate approximately 1,536 net daily trips, which can be accommodated by the existing road network. Intersections in this location are currently operating at a Level of Service (LOS) of C or better (passing) and are calculated by the provided traffic impact analysis to continue to have a passing LOS after construction. The site is located within an urbanized area with access to all necessary utilities and services.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because noise issues related to drive-through businesses, which are usually related to vehicle queuing and ordering windows and speakers, will not be an issue given that the applicant will utilize person to person ordering in lieu of an amplified ordering system. A vehicle miles traveled (VMT) analysis was also conducted for the site and the project is presumed to have a less than significant impact on VMT. In addition, the new business will benefit the public interest by providing new jobs.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and has been determined to be categorically exempt from environmental review pursuant to Class 32 of the CEQA Guidelines, Section 15332 (In-fill Development Projects), for which a Notice of Exemption will be filed

subsequent to approval of this CUP. Class 32 consists of projects characterized as in-fill development that is consistent with applicable general plan and zoning designations, proposed on an urban site no more than five acres, has a site with no value as habitat for endangered, rare or threatened species, would not result in any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. The proposed use is consistent with this description and there is no potential for the project to cause either a direct or a reasonably foreseeable indirect physical change in the environment

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is hereby approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes a drive-through coffee shop at 1638 East Plaza Boulevard. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2023-12 CUP, dated 11/13/2023.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.

Building

7. Building plans and permits shall be required to meet current California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy, and Fire Codes.

Engineering

8. Site Plan Requirements:

1. Form and Content

i. Boundaries

1. Fully dimensioned
2. Bearing shown

ii. Existing

1. Highways, streets, roads – names, grades, widths, if private designated as such
2. Sidewalks, pavement, curbs, and gutters, street lights, driveways

iii. Utilities

1. Sewer – location, size, type, depth manholes
2. Water – location, size, type
3. Gas – location, size
4. Electrical, telephone, cable, TV lines – location, size, type, poles, overhead or underground
5. Water courses – widths, directions of flow, slope percent
6. Buildings/Structures – location with respect to lot lines
7. Trees – groves, orchards and trees of trunk diameter 4” (10cm) or more shown
8. Contours – maximum 5’ (2m) interval
9. Easements – location, purpose, size, public or private

9. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point.

The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.

10. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below *. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer. *<http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees>
11. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
12. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
13. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
14. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
15. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the

National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.

16. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
17. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements. Plans shall include street centerline stationing. All public improvements including proposed and existing to be removed driveways, sidewalks, curb and gutter, utility laterals, etc. shall have street centerline stations provided.
18. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
19. Grading and street improvement plans shall be drawn on City of National City standard border with City of National City standard title block and notes.
20. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
21. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
22. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to

prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

23. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
24. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
25. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
26. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
27. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
28. All electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.

Planning

29. Prior to issuance of a building permit for this project, an adjustment plat shall be recorded with the San Diego County Clerk.
30. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process in compliance with Land Use Code Chapter 18.44 (Landscaping), including Section 18.44.190 related to water efficient landscape requirements. Installation and continued maintenance of minimum landscaping items required by Section 18.41.020(C)(3), including a minimum three-foot hedge and ornamental trees spaced 20 feet on center along the Sweetwater Road and Orange Street frontages, shall be provided. The landscaping and irrigation required by this approval shall be maintained for the life of the project.
31. Plans submitted for construction shall conform to minimum turning radius requirements for drive-through businesses unless the City Engineer approves a lesser radius. Building permit plans shall be fully dimensioned and include all proposed signage and striping for the drive-through aisles, driveways, and parking spaces.

32. Business operations shall comply with Municipal Code Title 12 (Noise) at all times. Plans submitted for construction shall reflect the use of sound-attenuating speakers that automatically reduce the volume of ordering speakers during periods of low ambient noise should an electronic ordering system be installed.
33. Plans submitted for construction shall conform to Land Use Code Section 18.46 (Outdoor Lighting) and 18.42.040 (Screening mechanical equipment and elevator housing).
34. Plans submitted for construction shall comply with the guidelines stated in Land Use Code Section 18.42.050 (Commercial and institutional building design standards).
35. The trash enclosure design shall be in compliance with Municipal Code Title 7, Section 7.10.080 (Enclosures required), including the use of flame retardant materials.
36. Building plans and permits shall be required to meet current California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy, and Fire Codes. For further information, please contact the Building Division at 619-336-4210 or Fire Department at 619-336-4550.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission

resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of November 20, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

CHAIRPERSON

RESOLUTION NO. 2023-24

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH COFFEE SHOP
(DUTCH BROS COFFEE) TO BE LOCATED AT 1638 EAST PLAZA BOULEVARD.
CASE FILE NO. 2023-12 CUP
APN: 557-410-27

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a drive-through coffee shop (Dutch Bros Coffee) to be located at 1638 East Plaza Boulevard at a duly advertised public hearing held on November 20, 2023, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2023-12 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on November 20, 2023, support the following finding:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because it would contribute to a concentration of unhealthy fast food eating places.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of November 20, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

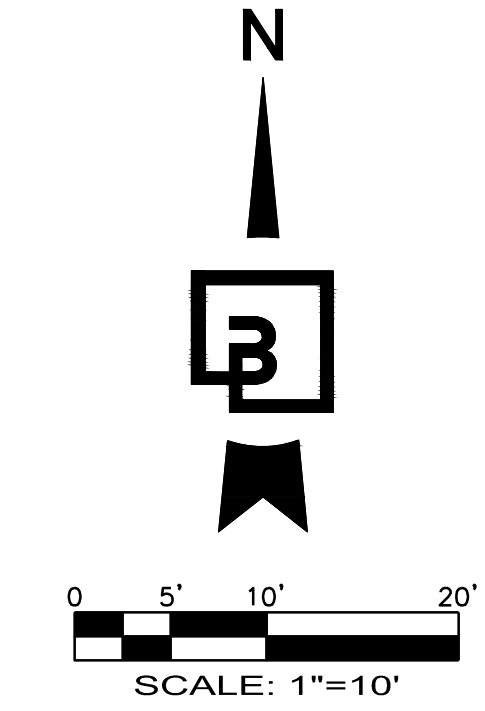
CHAIRPERSON

2023-12 CUP – 1638 E. Plaza Blvd. – Overhead



DUTCH BROS. COFFEE - CA4704, NATIONAL CITY, CA
PRELIMINARY SITE PLAN

EXHIBIT A, CASE FILE NO. 2023-12 CUP, 11/13/2023



ACCESSIBLE PATH OF TRAVEL NOTE:

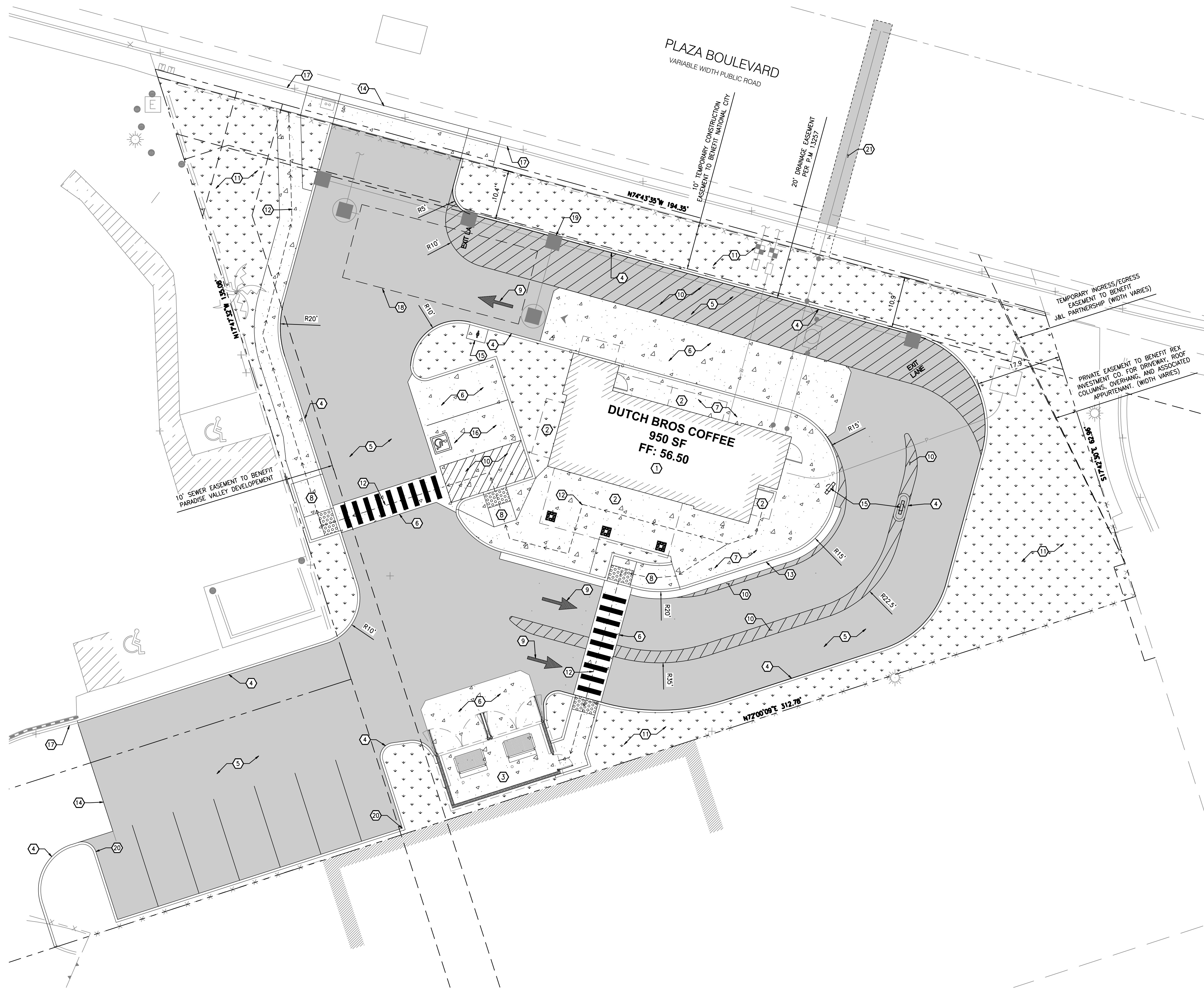
WALKWAYS ALONG ACCESSIBLE ROUTES OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, A MINIMUM 48" IN WIDTH, HAVE A MAXIMUM 1.5% CROSS SLOPE, AND SHALL HAVE RAMP SLOPES COMPLYING WITH ADA STANDARDS WHERE NECESSARY TO CHANGE ELEVATION AT A LONGITUDINAL SLOPE EXCEEDING 5% (1:20).

7 SITE PLAN NOTES:

1. LOCATION OF DUTCH BROS COFFEE STAND. SEE ARCHITECTURAL PLANS FOR DETAILS.
2. LOCATION OF AWNING OUTLINE. SEE ARCHITECTURAL PLANS FOR DETAILS.
3. PROPOSED 22'X11' CMU TRASH ENCLOSURE WITH CONCRETE PAD.
4. PROPOSED CONCRETE BARRIER CURB, TYPICAL.
5. PROPOSED ASPHALT PAVEMENT, TYPICAL.
6. PROPOSED ON-SITE CONCRETE PAVEMENT, TYPICAL.
7. PROPOSED ON-SITE CONCRETE SIDEWALK (WIDTH VARIES), TYPICAL.
8. PROPOSED ACCESSIBLE RAMP, TYPICAL.
9. PROPOSED DIRECTIONAL PAVEMENT MARKINGS, TYPICAL.
10. PROPOSED NO PARKING STRIPING, STRIPES 4" WIDE, 45 DEGREE, 24" O.C, SAFETY WHITE, TYPICAL.
11. PROPOSED LANDSCAPE AREA, TYPICAL.
12. PROPOSED ACCESSIBLE PATH, TYPICAL. SEE ACCESSIBLE NOTE THIS SHEET.
13. PROPOSED CURB AND GUTTER, TYPICAL.
14. NEAT SAWCUT LINE, HOT TAR SEAL JOINT, TYPICAL.
15. PROPOSED LOCATION OF SIGN. REFER CONSTRUCT CONCRETE PAD IF IN LANDSCAPED AREA.
16. PROPOSED ACCESSIBLE STALL.
17. EXISTING CURB TO REMAIN, TYPICAL.
18. PROPOSED UNDERGROUND DETENTION SYSTEM
- 18.1. ADS STORMTECH CHAMBERS MC3500 (VOL: 1908 CF)
19. PROPOSED 4'X6' MODULAR WETLAND.
20. PROPOSED 1.5' MAX CURB WALL BETWEEN KEYNOTES.
21. PAVEMENT/SIDEWALK PATCH AS REQUIRED TO FACILITATE UTILITY CONNECTION

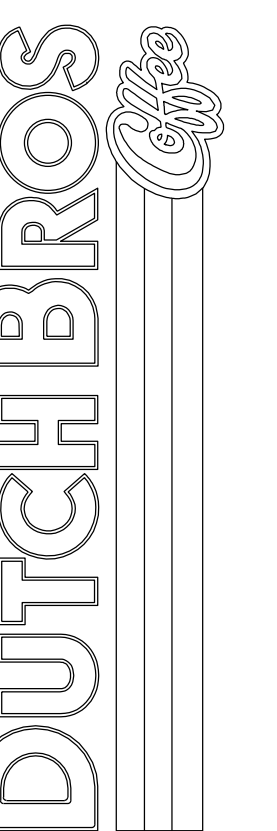
LEGEND

BUILDING LINE	
EXISTING CURB TO REMAIN	
PROPOSED CURB	
PROPOSED LANDSCAPING	
EXISTING LANDSCAPING	
PROPOSED ASPHALT	
PROPOSED CONCRETE	

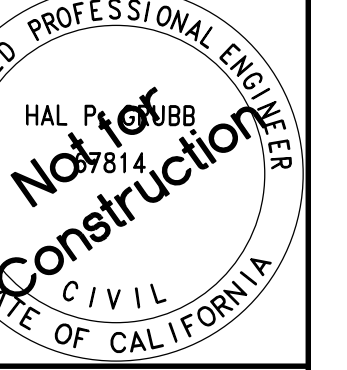


PRELIMINARY SITE PLAN
 1606 EAST PLAZA BLVD
 NATIONAL CITY, CA 91950

Title:



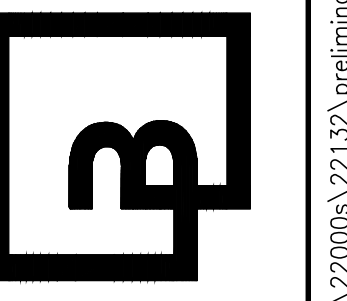
For:



Scale:
 Horizontal 1"=10'
 Vertical N/A

Designed: MTL
 Drawn: MTL
 Checked: JAH
 Approved: HPS
 Date: 11/19/23

Barghausen Consulting Engineers, Inc.
 18215 72nd Avenue South
 Kent, WA 98032
 425.251.6222 barghausen.com



Job Number: 22132
 Sheet: C2.0
 2019 DB
 Franchising USA, LLC

The name DUTCH BROS. and all associated logos, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros., including but not limited to, the "look and feel" of the establishments and products, all text, images, colors, configurations, graphics, designs, illustrations, photographs, and pictures (collectively, the "Materials") are owned by and/or licensed by DB Franchising USA, LLC and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws.

ATTACHMENT 3

PRELIMINARY NOT FOR CONSTRUCTION

DUTCH BROS. COFFEE - CA4704, NATIONAL CITY, CA

COVER SHEET

GENERAL SITE NOTES:

1. THE CONTRACTOR SHALL OBTAIN AND HAVE AVAILABLE COPIES OF THE APPLICABLE GOVERNING AGENCY STANDARDS AT THE JOB SITE DURING THE RELATED CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL ENSURE THAT ALL NECESSARY PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, HORIZONTAL & VERTICAL ALIGNMENT, AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE UTILITIES WITH EVIDENCE OF THEIR INSTALLATION VISIBLE AT GROUND SURFACE OR SHOWN ON RECORD DRAWING PROVIDED BY OTHERS ARE SHOWN HEREON. EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO A DEGREE OF UNKNOWN VARIATION. SOME UNDERGROUND LOCATIONS SHOWN HEREON MAY HAVE BEEN TAKEN FROM PUBLIC RECORDS. BARGHAUSEN CONSULTING ENGINEERS, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF PUBLIC RECORDS OR RECORDS OF OTHERS; IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT BARGHAUSEN CONSULTING ENGINEERS, INC., TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR THE RELATIVE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL COMPLIANCE WITH LOCAL REGULATIONS AND CODES.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE APPROPRIATE UTILITIES INVOLVED PRIOR TO CONSTRUCTION.
6. INSPECTION OF SITE WORK WILL BE ACCOMPLISHED BY A REPRESENTATIVE OF THE GOVERNING JURISDICTION. INSPECTION OF PRIVATE FACILITIES WILL BE ACCOMPLISHED BY A REPRESENTATIVE OF THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE INSPECTOR 24 HOURS IN ADVANCE OF BACKFILLING ALL CONSTRUCTION.
7. PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT ACTIVITY THE CONTRACTOR SHALL CONTACT THE AGENCY AND/OR UTILITY INSPECTION PERSONNEL AND ARRANGE ANY REQUIRED PRE-CONSTRUCTION MEETING(S). CONTRACTOR SHALL PROVIDE ONE WEEK MIN. ADVANCE NOTIFICATION TO OWNER, FIELD ENGINEER AND ENGINEER OF PRE-CONSTRUCTION MEETINGS.
8. THE CONTRACTOR IS RESPONSIBLE FOR WORKER AND SITE SAFETY AND SHALL COMPLY WITH THE LATEST OSHA STANDARDS AND REGULATIONS, OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE "MEANS AND METHODS" REQUIRED TO MEET THE INTENT AND PERFORMANCE CRITERIA OF OSHA, AS WELL AS ANY OTHER ENTITY THAT HAS JURISDICTION FOR EXCAVATION AND/OR TRENCHING PROCEDURES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH, AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACTOR. ANY WORK WITHIN THE TRAVELED RIGHT-OF-WAY THAT MAY INTERRUPT NORMAL TRAFFIC FLOW SHALL REQUIRE AT LEAST ONE FLAGGER FOR EACH LANE OF TRAFFIC AFFECTED.
10. PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT ALL ADJACENT PUBLIC AND PRIVATE PROPERTIES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL EXISTING UTILITY SERVICES THAT ARE TO REMAIN OPERATIONAL WITHIN THE CONSTRUCTION AREA WHETHER SHOWN OR NOT SHOWN ON THE PLANS.
11. TWO (2) COPIES OF THESE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS. ONE (1) SET WITH RECORDS OF AS-BUILT INFORMATION SHALL BE SUBMITTED TO BARGHAUSEN CONSULTING ENGINEERS, INC. AT COMPLETION OF PROJECT.
12. CONTRACTOR SHALL OBTAIN SERVICES OF A LICENSED LAND SURVEYOR TO STAKE HORIZONTAL CONTROL FOR ALL NEW IMPROVEMENTS. STAKING CONTROL SHALL BE TAKEN FROM ELECTRONIC PLAN FILES PROVIDED BY BARGHAUSEN CONSULTING ENGINEERS, INC.
13. CONTRACTOR SHALL REQUEST FROM BARGHAUSEN CONSULTING ENGINEERS INC., PRIOR TO ANY CONSTRUCTION STAKING OR CONSTRUCTION WORK, A FORMAL CONSTRUCTION RELEASE PLAN SET OR SPECIFIC RELEASE IN WRITING. THE APPROVED AGENCY PERMIT DRAWINGS WILL NOT BE CONSIDERED CONSTRUCTION RELEASE PLANS BY BARGHAUSEN CONSULTING ENGINEERS, INC. UNLESS BARGHAUSEN CONSULTING ENGINEERS, INC. HAS GIVEN A FORMAL WRITTEN RELEASE OR ISSUED A CONSTRUCTION RELEASE PLAN SET.

LEGAL DESCRIPTION:

BEING PARCEL A OF "AMENDED AND RESTATED CERTIFICATE OF COMPLIANCE" RECORDED JUNE 11, 2007 AS FILED NO. 2007-0392909 OF OFFICIAL RECORDS DESCRIBES AS FOLLOWS:

PARCEL 3 OF PARCEL MAP NO. 13257, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 8, 1984 AS FILED NO. 84-170925 OF OFFICIAL RECORDS.

FLOOD ZONE:

THE PROJECT IS LOCATED IN ZONE AE AND X OF THE FLOOD INSURANCE RATE MAP, MAP NO. 06073C1912G, EFFECTIVE 05/16/12.

EXISTING TOPOGRAPHY-SURVEY INFORMATION NOTE:

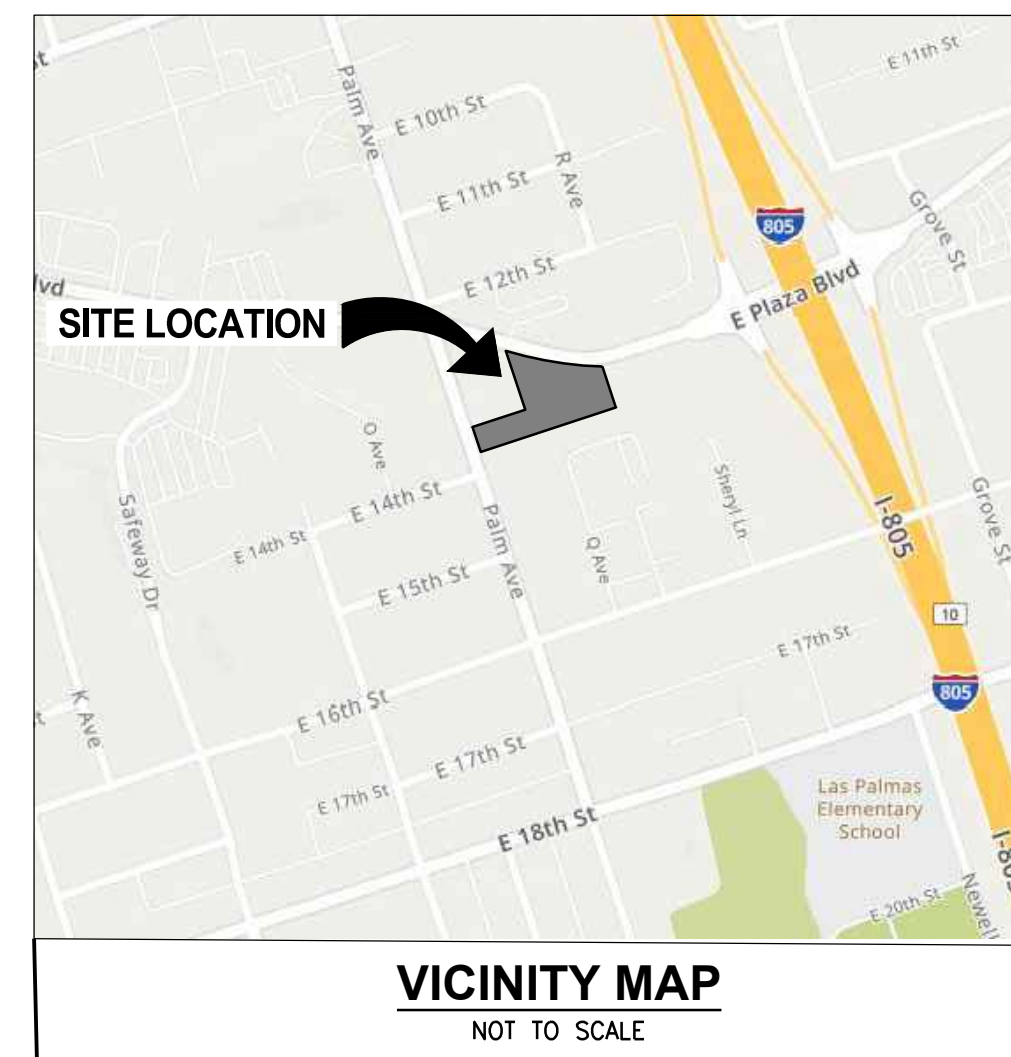
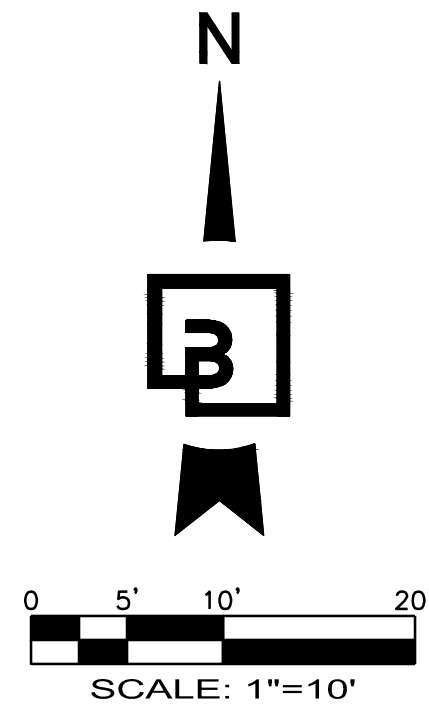
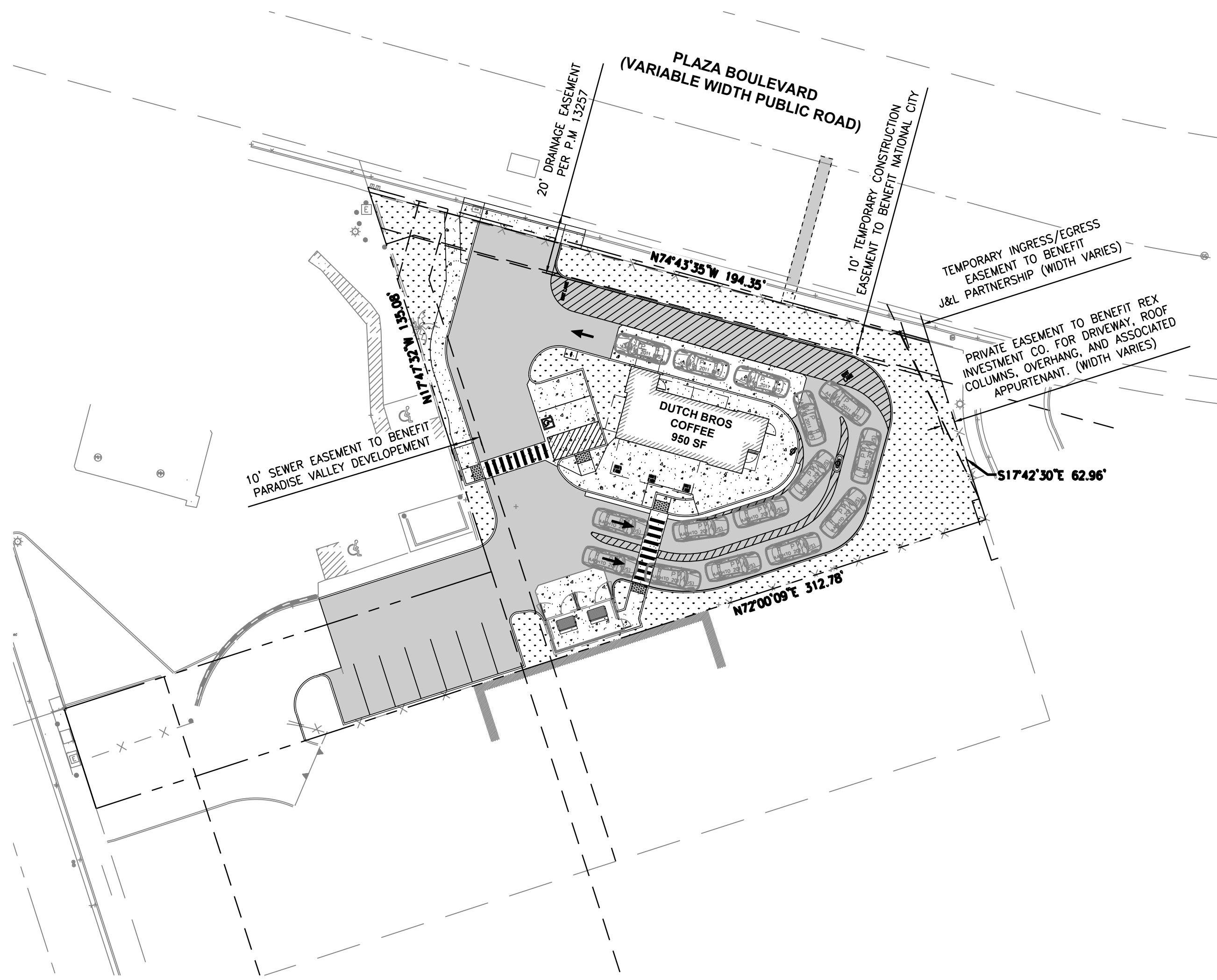
AN A.L.T.A./N.S.P.S. TOPOGRAPHIC AND BOUNDARY SURVEY DATED SEPTEMBER 18, 2021; PERFORMED BY HARIYA INC. AND HAS BEEN PROVIDED TO BARGHAUSEN CONSULTING ENGINEERS, INC. BARGHAUSEN CONSULTING ENGINEERS, INC. HAS NOT VERIFIED THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. SITE DESIGN HAS BEEN BASED ON ABOVE REFERENCED SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE OWNER TO HAVE ALL IMPROVEMENTS FIELD VERIFIED PRIOR TO CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF BARGHAUSEN CONSULTING ENGINEERS, INC. IMMEDIATELY.

MONUMENT PROTECTION NOTE:

ALL EXISTING SURVEY MONUMENTS ARE TO BE PRESERVED PER CALIFORNIA REVISED STATUTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT MONUMENTS ARE PROPERLY PROTECTED AND/OR PERPETUATED. IF ANY OF THE MONUMENTS ARE DISTURBED OR ARE NEAR THE AREA OF CONSTRUCTION, A LICENSED SURVEYOR MUST CONFIRM THAT THE MONUMENTS HAVE BEEN PROTECTED AND/OR PERPETUATED AND THE APPROPRIATE DOCUMENTATION HAS BEEN RECORDED. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR OBTAINING PERMITS FROM ANY JURISDICTIONS HAVING AUTHORITY FOR REMOVING AND REPLACING ALL SURVEY MONUMENTATION THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITY. UPON COMPLETION OF CONSTRUCTION, ALL MONUMENTS DISPLACED, REMOVED, OR DESTROYED SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR, AT THE COST AND AT THE DIRECTION OF THE CONTRACTOR, PURSUANT TO THESE REGULATIONS. THE APPROPRIATE FORMS FOR REPLACEMENT OF SAID MONUMENTATION SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.

UTILITY CONFLICT NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POT-HOLING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE @ 811 AND THEN POT-HOLING ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON THE UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL NOTIFY BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.



PROJECT DATA:

LOCATION:	1606 E. PLAZA BLVD NATIONAL CITY, CA 91950
JURISDICTION:	CITY OF NATIONAL CITY
PARCEL IDENTIFICATION NUMBER:	5574102700
ZONING:	MAJOR MIXED-USE DISTRICT
ADJACENT ZONES:	MAJOR MIXED-USE DISTRICT MAJOR MIXED-USE DISTRICT MAJOR MIXED-USE DISTRICT SMALL LOT RED.
FLOOD ZONE:	ZONE AE
LOT AREA:	25,265± SQUARE FEET (0.58± ACRES)
DISTURBED AREA:	23,134± SQUARE FEET (0.53± ACRES)
BUILDING SETBACKS:	
REQUIRED FRONT:	15'
REQUIRED SIDES, REAR YARD:	15'
REQUIRED SIDES, INTERIOR:	15'
PARKING SETBACKS:	40'
PARKING CALCULATIONS:	
REQUIRED SPACES:	4
PROVIDED SPACES:	8
ACCESSIBLE SPACES:	1
TOTAL PARKING PROVIDED:	9
BUILDING REQUIREMENTS:	
MAXIMUM BUILDING HEIGHT:	65'
PROPOSED BUILDING HEIGHT:	24'
MAXIMUM GROSS FLOOR AREA:	950 S.F.
FLOOR AREA RATIO (PROVIDED):	17,888
SITE TOTAL IMPERVIOUS COVER:	77.3% (17,888± S.F.)
PROPOSED GROUND COVER SUMMARY BY USE (RESTAURANT DRIVE-THRU):	
BUILDING:	950 S.F. 4.1%
TRASH ENCLOSURE:	240 S.F. 5.6%
PARKING AND MANUEVERING:	14,767 S.F. 8.1%
SIDEWALKS:	1,931 S.F. 8.4%
LANDSCAPE:	5,246 S.F. 22.7%
TOTAL:	23,134 S.F. 100.0%

BUILDING ARCHITECT

GNICH ARCHITECTURE STUDIO
1001 SE SANDY BOULEVARD, SUITE 100
PORTLAND, OR 97214
TEL: (503) 552-9079
CONTACT: ELIZABETH STRICKLING

LANDSCAPE ARCHITECT

EVERGREEN DESIGN GROUP
1600 BROADWAY, SUITE 1600
DENVER, CO 80202
CONTACT: RODNEY MCNABB
TEL: (800) 680-6630
WEBSITE: [HTTPS://WWW.GNICHARCH.COM](https://www.gnicharch.com)

OWNER

THRIFTY OIL CO., A CALIFORNIA CORP
PLAZA DRIVE,
NATIONAL CITY, CA

ENGINEER

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVE. SOUTH
KENT, WA 98032
TEL: (425) 251-6222
CONTACT: HAL P. GRUBB, P.E.
EMAIL: HGRUBB@BARGHAUSEN.COM
WEBSITE: [HTTPS://WWW.BARGHAUSEN.COM](https://www.barghausen.com)

SURVEYOR

HARIYA INC. - SURVEYING, CIVIL ENGINEERING,
AND PROJECT MANAGEMENT COMPANY
26121 WALLACK PLACE
LOMA LINDA, CA 92354
CONTACT: MANOJ HARIYA
TEL: (909) 499-8270
WEBSITE: [HTTPS://HARIYAINC.COM/](https://haryainc.com/)

DEVELOPER

DUTCH BROS COFFEE
110 SW 4TH STREET
GRANTS PASS, OR 97526
CONTACT: RUSS ORSI
TEL: (916) 765-7270
EMAIL: RUSS.ORSI@DUTCHBROS.COM
WEBSITE: [HTTPS://WWW.DUTCHBROS.COM](https://www.dutchbros.com)

SHEET INDEX

Sheet Number	Sheet Title
C1.0	COVER SHEET
C2.0	PRELIMINARY SITE PLAN
C3.0	PRELIMINARY GRADING AND DRAINAGE PLAN
C4.0	PRELIMINARY UTILITY PLAN
LP-1	LANDSCAPE PLANTING PLAN
LP-2	TREE PROTECTION DETAILS
LP-3	LANDSCAPE PLANTING SPECIFICATIONS AND DETAILS

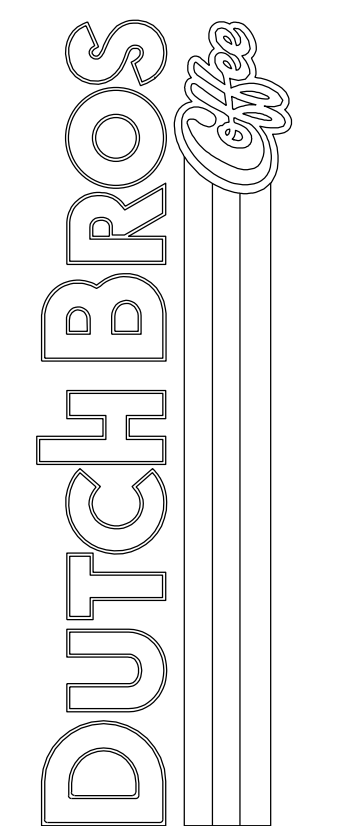
PROPOSED LINES AND SYMBOLS	
CONCRETE	
ASPHALT PAVING	
LANDSCAPING	
CURB AND CUTTER	
BARRIER CURB	
EDGE OF PAVEMENT LINE	
GUARD POST/BOLLARD	
SIDEWALK LINE	
ACCESSIBLE ROUTE	
CONTOUR LINE	
SAW CUT LINE	
SANITARY SEWER	
WATER	
GAS	
ELECTRICAL/POWER	
DATA/COMMUNICATIONS	
PAINTED LINES	
STORM DRAIN	
SITE LOT LIGHT	
SIGN; SIGN AND POST	
SIGN PER ARCHITECTURAL	
GREASE INTERCEPTOR	
WATER METER/BACKFLOW	
STORM DRAIN CATCHBASIN	
CLEANOUT	

LEGEND	
	POWER POLE
	SEWER MANHOLE
	STORM DRAIN MANHOLE
	RETAINING/BLOCK WALL
	FOUND MONUMENT
	CONCRETE PAVEMENT
	EDGE OF PAVEMENT
	PALM TREE
	CATCH BASIN
	FIRE HYDRANT
	IRRIGATION CONTROL VALVE
	SEWER CLEANOUT
	GAS VALVE
	UTILITY PEDESTAL
	TRAFFIC SIGNAL BOX
	SIGN POST
	NORTH
	SOUTH
	EAST
	WEST
	RIGHT OF WAY
	LANDSCAPE
	TRAFFIC LIGHTS
	WOOD FENCE
	CHAIN LINK FENCE
	MONITORING WELL
	WATER METER
	TELEPHONE MANHOLE
	STREET LIGHT
	YARD LIGHT
	ELECTRIC VAULT
	GAS METER
	CHAIN LINK FENCE
	WATER VALVE
	PROPERTY LINE
	MEASURED
	CALCULATED
	ELECTRIC BOX
	GUY WIRE
	FEET
	DEGREES
	FEET OR MINUTES
	INCHES OR SECONDS
	SQUARE
	ELECTRIC TRANSFORMER
	FIRE DEP. CONNECTION
	BLDG. HEIGHT MEASUREMENT

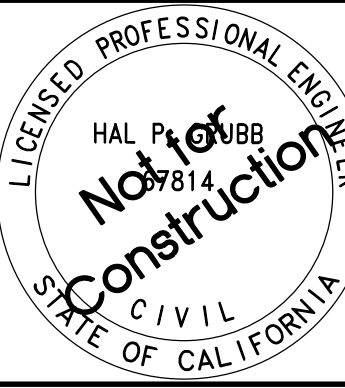
PRELIMINARY NOT FOR CONSTRUCTION

COVER SHEET
1606 EAST PLAZA BLVD
NATIONAL CITY, CA 91950

Title:



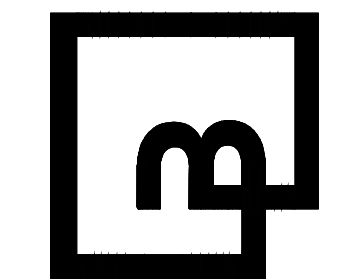
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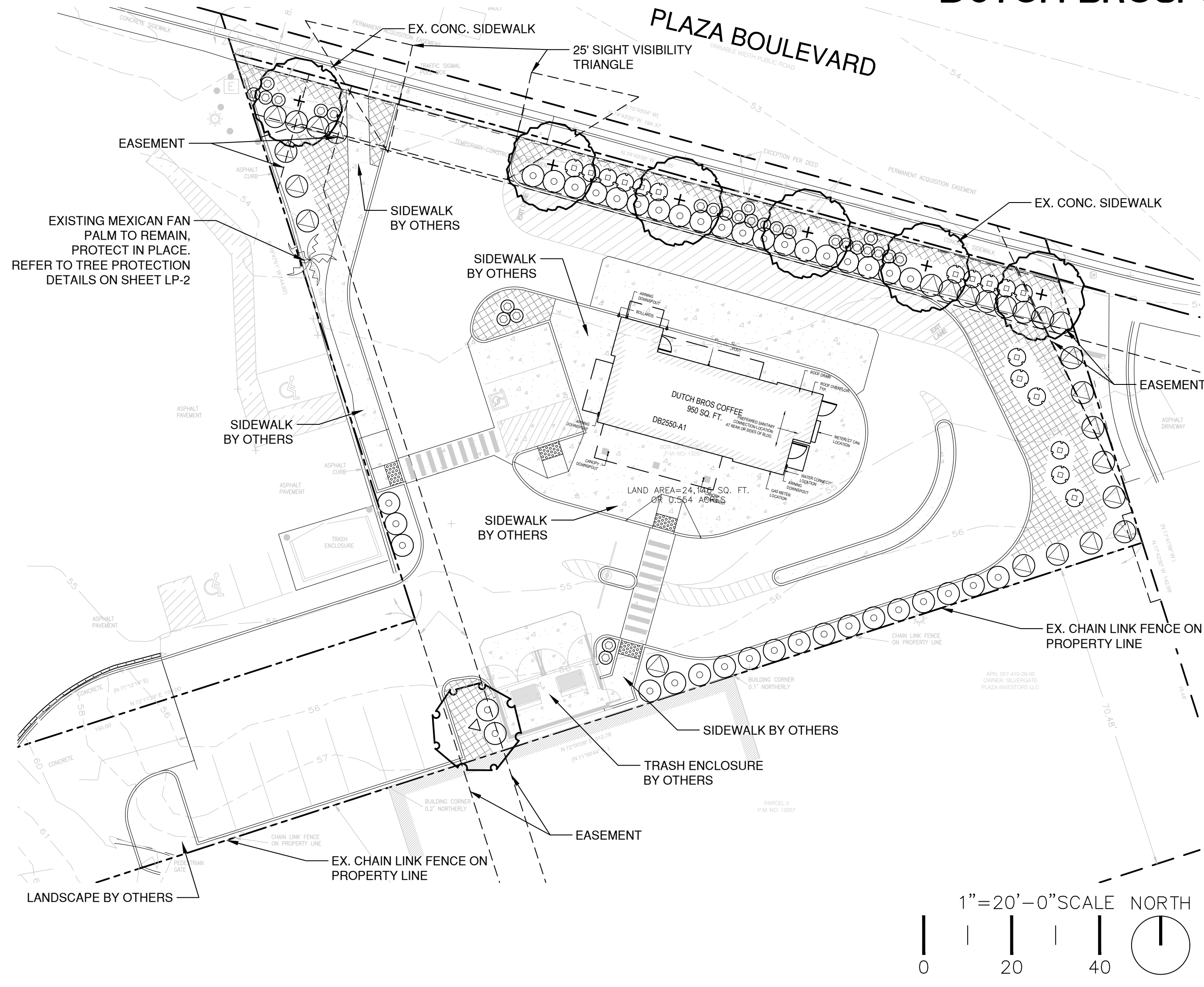
Designed: MTL
Drawn: MTL
Checked: JAH
Approved: HPG
Date: 7/06/23

Barghausen Consulting Engineers, Inc.
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Kent, WA 98032
425.251.6222
barghausen.com



Job Number
22132
Sheet
C1.0
2019 DB
Franchising USA, LLC

DUTCH BROS. COFFEE - CA4704, NATIONAL CITY, CA



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	WUCOLS	CAL	HEIGHT	QTY
	ARBUS X 'MARINA' MARINA STRAWBERRY TREE	15 GAL	L	1.5" CAL.	8'-10"	1
	KOELREUTERIA BIPINNATA CHINESE FLAME TREE	15 GAL	L	1.5" CAL.	8'-10"	6

SHRUBS	BOTANICAL / COMMON NAME	SIZE	WUCOLS	MATURE SIZE (W'X'H')	ADDITIONAL	SPACING	QTY
	ARCTOSTAPHYLOS HOOKERI 'WAYSIDE' WAYSIDE HOOKER'S MANZANITA	5 GAL	L			48" o.c.	17
	MUHLENBERGIA CAPILLARIS PINK MUHLY GRASS	5 GAL	L			36" o.c.	28
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL	L			60" o.c.	25
	RHAMNUS CALIFORNICA 'EVE CASE' EVE CASE COFFEEBERRY	5 GAL	L			60" o.c.	39

GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	WUCOLS	MATURE SIZE (W'X'H')	ADDITIONAL	SPACING	QTY
	BACCHARIS PILULARIS 'PIGEON POINT' PIGEON POINT COYOTE BRUSH	1 GAL	L			36" o.c.	184

PROJECT TEAM

LANDSCAPE ARCHITECT:
 EVERGREEN DESIGN GROUP
 11801 PIERCE STREET, SUITE 200
 RIVERSIDE, CA 92505
 800-680-6630
 WWW.EVERGREENDESIGNGROUP.COM
 CONTACT: BLAKE RHINEHART, PLA
 EMAIL: BLAKE@EVERGREENDESIGNGROUP.COM

LANDSCAPE CALCULATIONS

GENERAL CALCULATIONS:
 PROJECT AREA: 24,146 SF
 LANDSCAPE AREA REQUIRED: 4,829 SF
 LANDSCAPE AREA PROVIDED: 4,612 SF PROPOSED + 233 SF EXISTING = TOTAL 4,845 SF (20%)

TURF AREAS PROPOSED: 0 SF (0%)

STREETSCAPE LANDSCAPE:
 PLAZA BLVD: 194.35'
 STREET TREES REQUIRED: 7 TREES (1 PER 30LF)
 STREET TREES PROVIDED: 6 TREES*

SHRUBS REQUIRED: 65 FIVE GAL. SHRUBS (2 PER 6')
 SHRUBS PROVIDED: 65 FIVE GAL. SHRUBS

PARKING LOT LANDSCAPE:
 PARKING SPACES: 9 SPACES
 PARKING LOT TREES REQUIRED: 1 TREE (1 TREE PER 7 SPACES)
 PARKING LOT TREE PROVIDED: 1 TREE

* FULL REQUIREMENT NOT MET DUE TO DRIVEWAY APRON AND SIGHT VISIBILITY REQUIREMENTS.

GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
 - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUND COVER PATTERNS) SHALL TAKE PRECEDENCE.
 - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
 - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

IRRIGATION CONCEPT

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
- ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDING AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
- ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

CALIFORNIA WATER EFFICIENT LANDSCAPE WORKSHEET

REFERENCE EVAPOTRANSPIRATION (ET _a)	46.6	PROJECT TYPE	Non-Residential	ETAF	LANDSCAPE	ETAF x	ESTIMATED TOTAL
HYDROZONE #/ PLANTING DESCRIPTION*		IRRIGATION FACTOR (PF)	EFFICIENCY	(PF/ET)	AREA (SQ. FT.)	AREA	WATER USE (ETWU) [†]
REGULAR LANDSCAPE AREAS							
LOW WATER SHRUBS	0.2 DRIP	0.81	0.25		4612	1139	32901
LOW WATER TREES	0.2 DRIP	0.81	0.25		150	37	1070
					TOTALS	4762	1176
					ETWU TOTAL		33971
					MAXIMUM ALLOWED WATER ALLOWANCE (MAWA) [‡]		
							61913

ETAF CALCULATIONS

REGULAR LANDSCAPE AREAS	TOTAL ETAF X AREA	TOTAL AREA	AVERAGE ETAF
	1176	4762	0.25

ALL LANDSCAPE AREAS	TOTAL ETAF X AREA	TOTAL AREA	AVERAGE ETAF
	1176	4762	0.25

DECLARATION OF WATER EFFICIENT LANDSCAPE ORDINANCE

I HAVE COMPLIED WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED SUCH CRITERIA FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN

I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY OF NATIONAL CITY WATER EFFICIENT LANDSCAPE REGULATIONS (LUC CHAPTER 4 SECTION 18.44.190). I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

BLAKE RHINEHART, LANDSCAPE ARCHITECT
 DATE: 06-26-2023
 CA LICENSE #6255
 REGISTRATION: 08-31-23
 EXP. DATE: _____

EVERGREEN DESIGN GROUP
 11801 PIERCE STREET, SUITE 200
 RIVERSIDE, CA 92505

EXISTING TREE INFORMATION

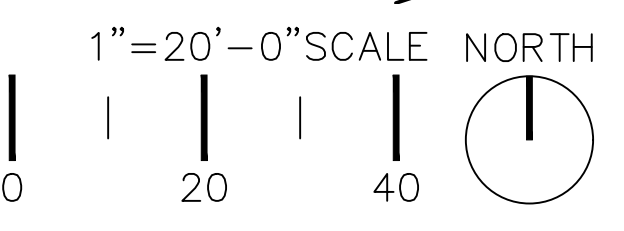
SPECIES	SIZE	DISPOSITION
MEXICAN FAN PALM - WASHINGTONIA ROBUSTA	NA	TO REMAIN

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, RECYCLED, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDING AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

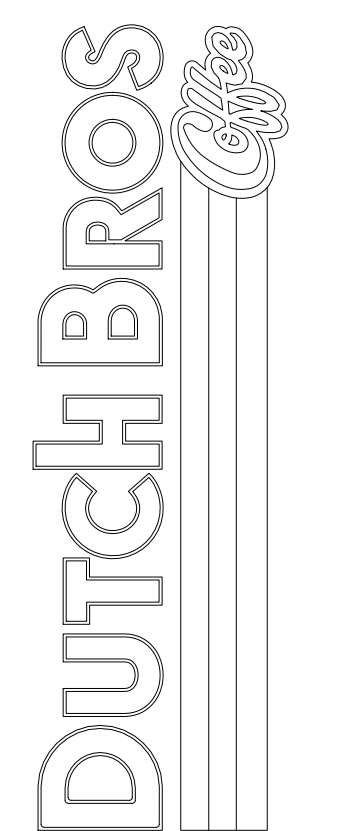
ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

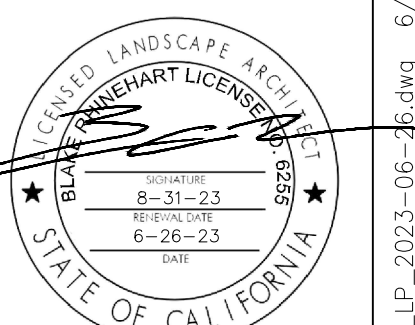


LANDSCAPE PLANTING PLAN
1606 EAST PLAZA BLVD
NATIONAL CITY, CA 91950

Title

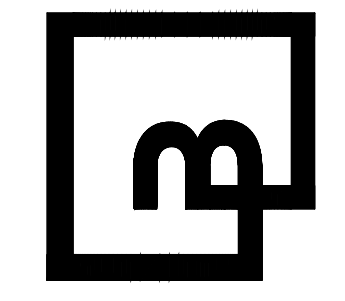


For



Scale:	Horizontal	Vertical
Designed	Drawn	Checked
Approved	Date	06/12/23

Barghausen Consulting Engineers, Inc.
 18215 72nd Avenue South
 Kent, WA 98032
 425.251.6222 barghausen.com



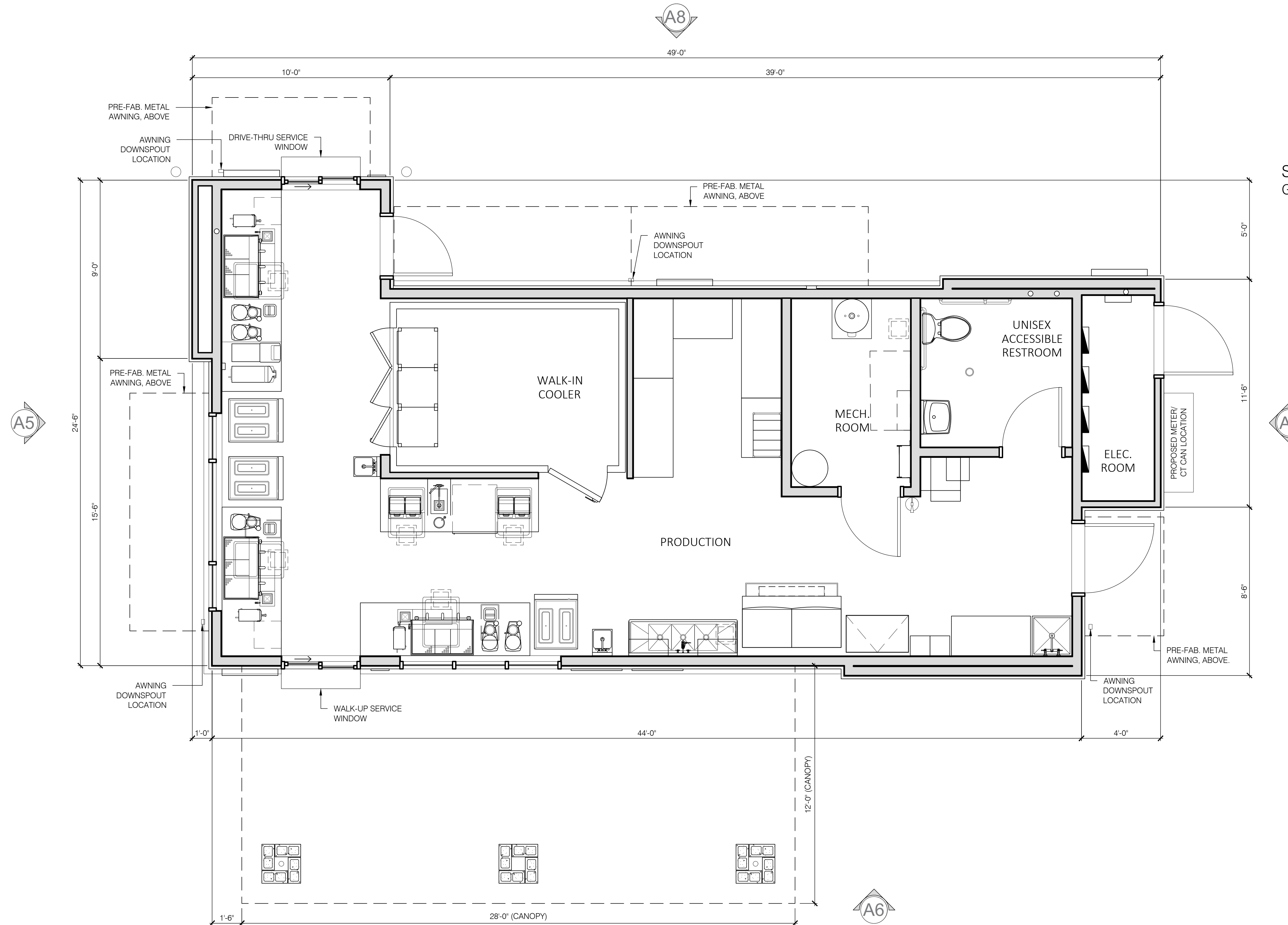
Job Number: 22132
 Sheet: LP-1
 2019 DB, LLC
 Preparing



PRELIMINARY NOT FOR CONSTRUCTION

*The name DUTCH BROS., and all associated logos, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros., including but not limited to, the "look and feel" of the establishments and products, all text, images, colors, configurations, graphics, designs, illustrations, photographs, and pictures (collectively, the "materials") are owned by and/or licensed by DB Franchising USA, LLC and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws.



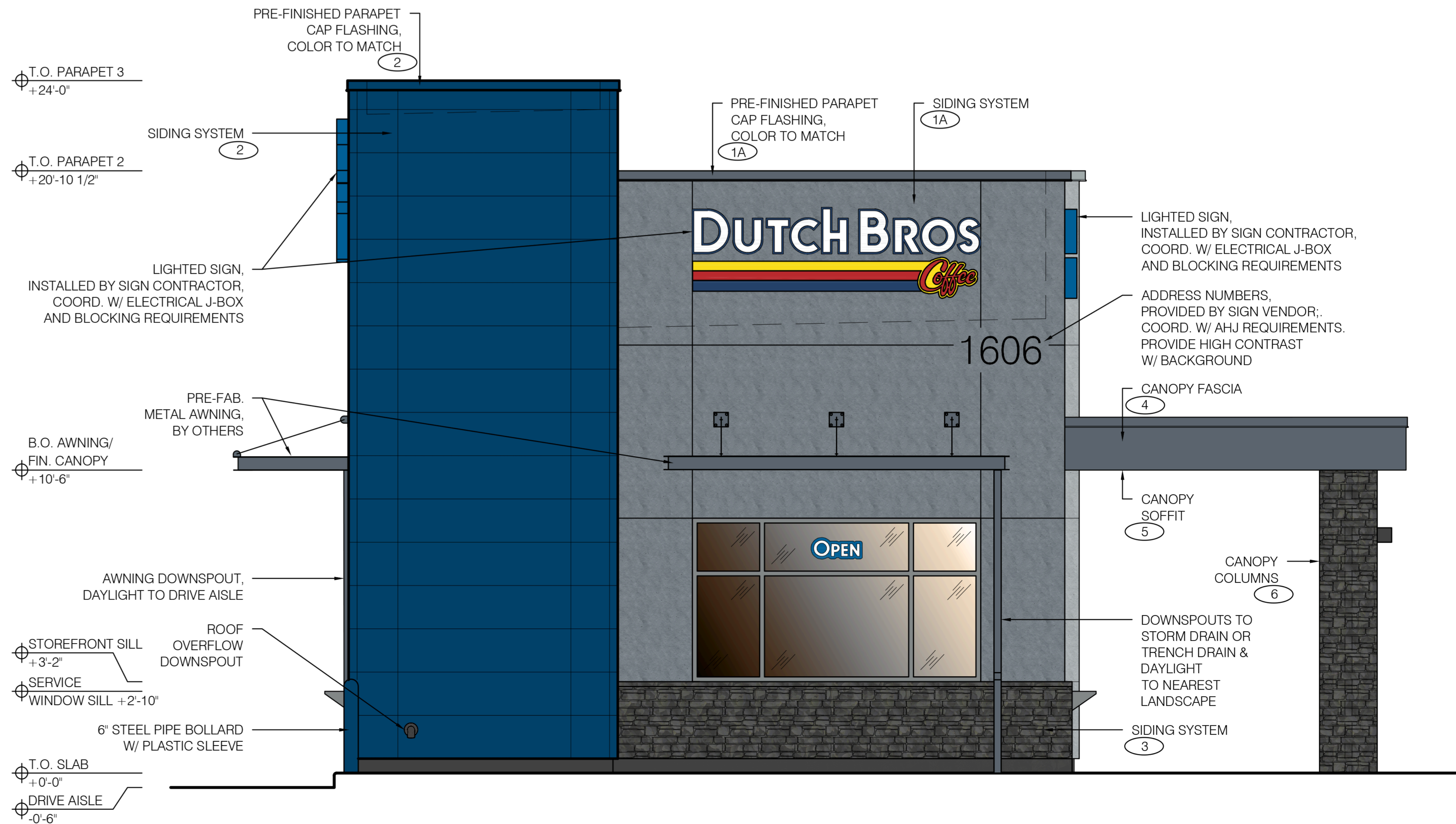


SQUARE FOOTAGE :
GROSS = 950 SQ. FT.

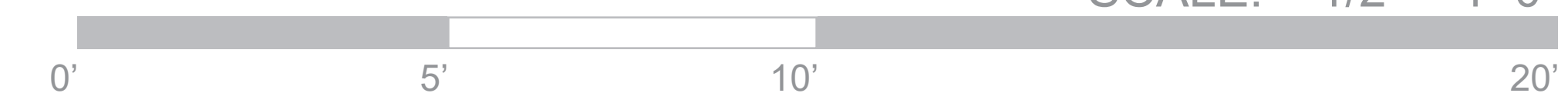
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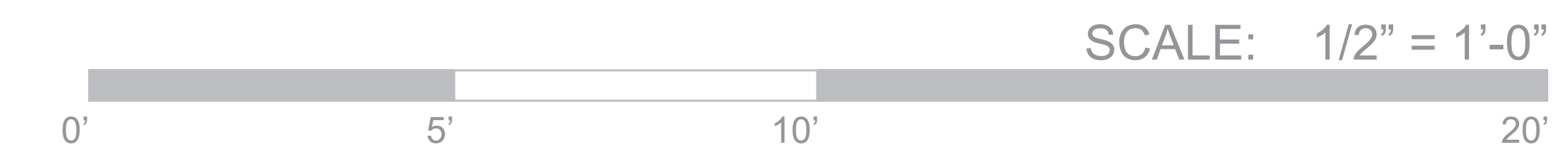
EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB DARK GRAY
1B	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ FACTORY PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY				



SCALE: 1/2" = 1'-0"

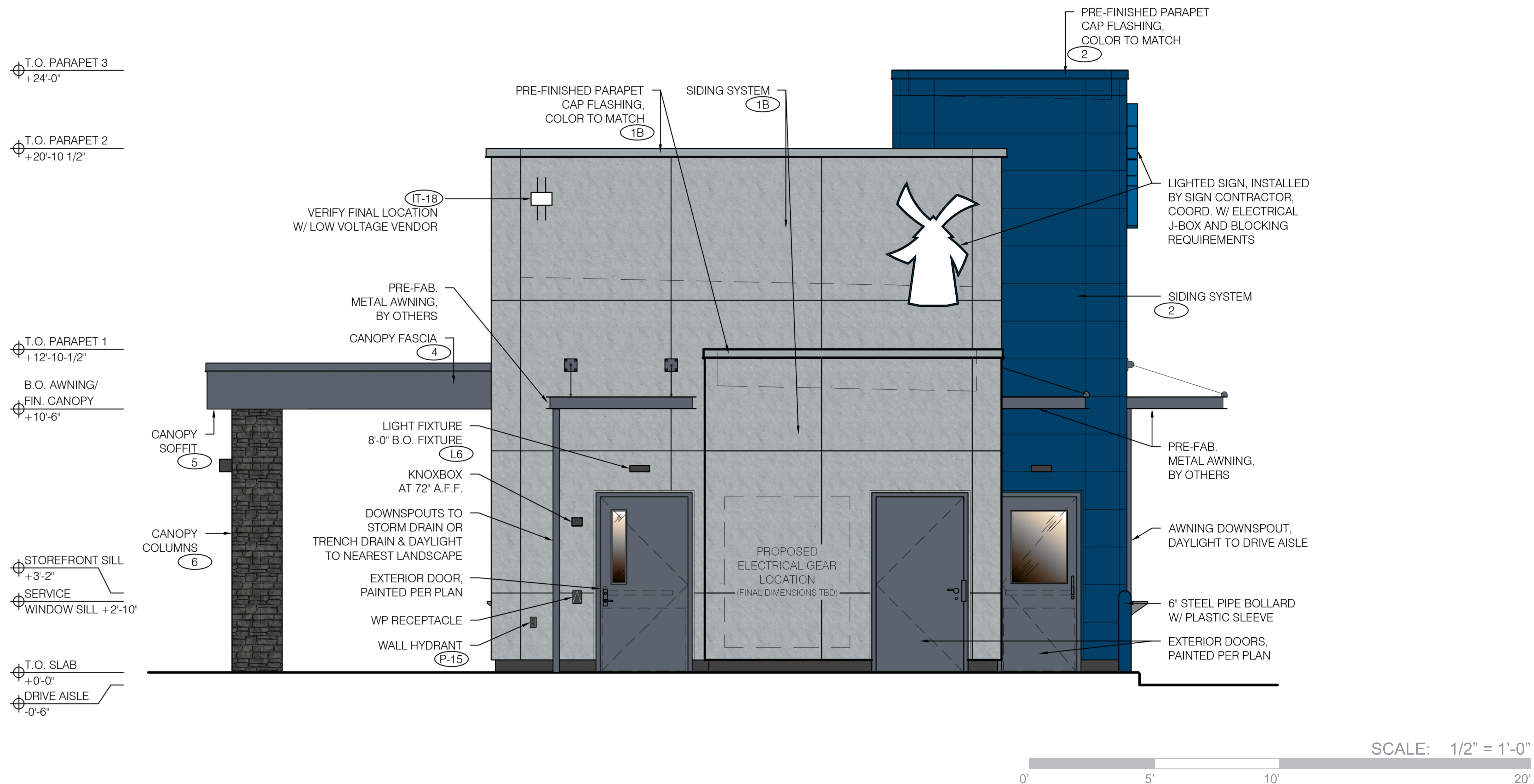


EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB DARK GRAY
1B	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ FACTORY PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY				



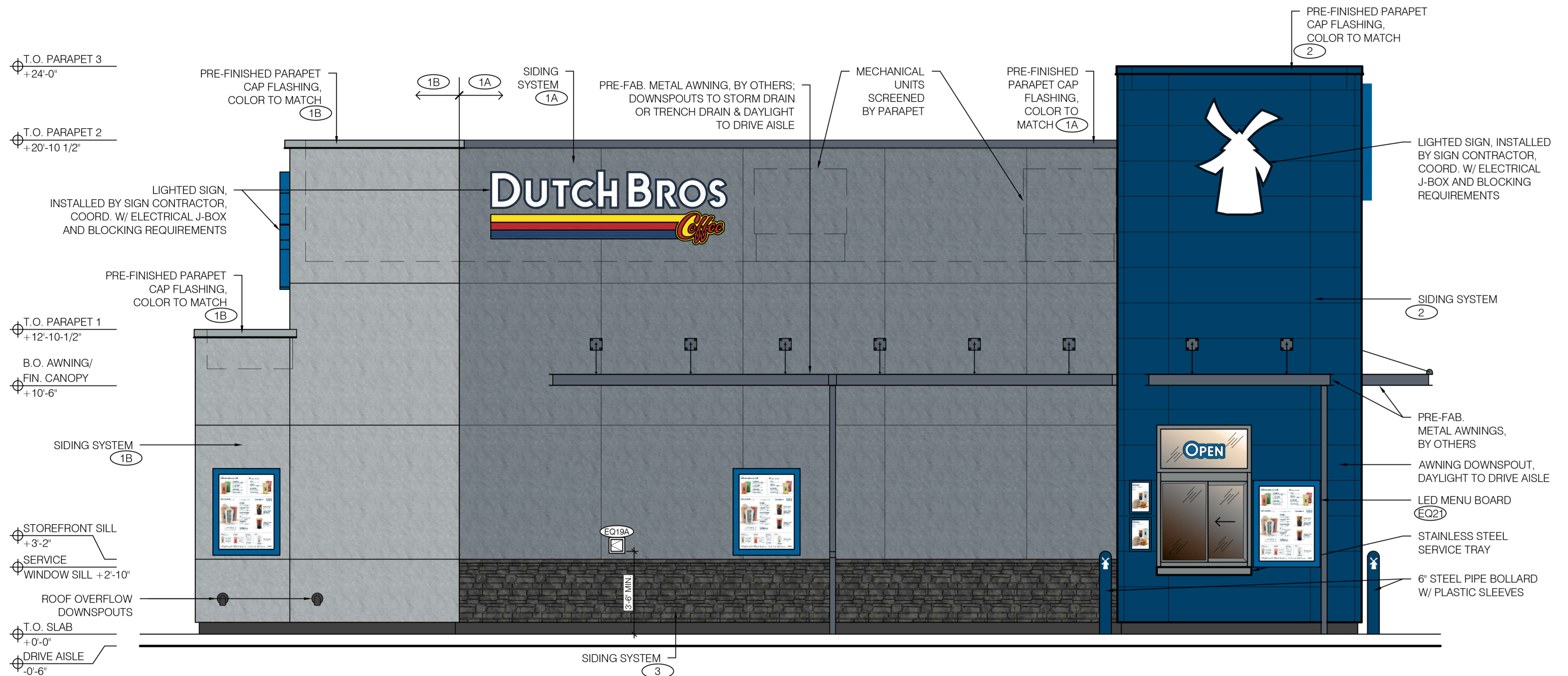
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1B	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ FACTORY PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.

NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY



EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
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NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY





NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH COFFEE SHOP (DUTCH BROS COFFEE) TO BE LOCATED AT 1638 EAST PLAZA BOULEVARD.

CASE FILE NO.: 2023-12 CUP

APN: 557-410-27

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, November 20, 2023**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Russ Orsi)

The applicant proposes to construct a 950 square-foot coffee shop (Dutch Bros Coffee) with two drive-through lanes. The Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 (In-fill Development Projects).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 2:00 p.m., **November 20, 2023** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT



COMMUNITY DEVELOPMENT DEPARTMENT – PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Highway, Suite 260
San Diego, CA 92101
MS: A-33

Lead Agency: City of National City

Project Title: 2023-12 CUP

Project Location: 1638 E. Plaza Blvd., National City, CA.

Contact Person: David Welch

Telephone Number: (619) 336-4224

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for a drive-through coffee shop on a 0.6-acre lot. The 950 square-foot coffee shop will be served by dual drive-through lanes with queuing capacity for 13 vehicles.

Applicant:

Russ Orsi
110 SW 4th Street
Grants Pass, OR 97526

Telephone Number:

(916) 765-7270
russ.orsi@dutchbros.com

Exempt Status:

Categorical Exemption – Section 15332 (In-Fill Development)

Reasons why project is exempt:

It can be seen with certainty that the project will not have a significant effect on the environment. The 0.6-acre property is surrounded by urban uses and can be found consistent with the General Plan and the regulations applicable to the Major Mixed-Use District zone. The project has no habitat for endangered, rare or threatened species. There is no potential for significant impacts related to traffic, noise, air quality, or water quality and the site is adequately served by required utilities and public services. A traffic analysis was also conducted with findings that the project will have no significant impacts to the surrounding roadways or vehicle miles traveled (VMT). Furthermore, the proposed use is conditioned to ensure that it will operate in harmony with adjacent uses.

Date:

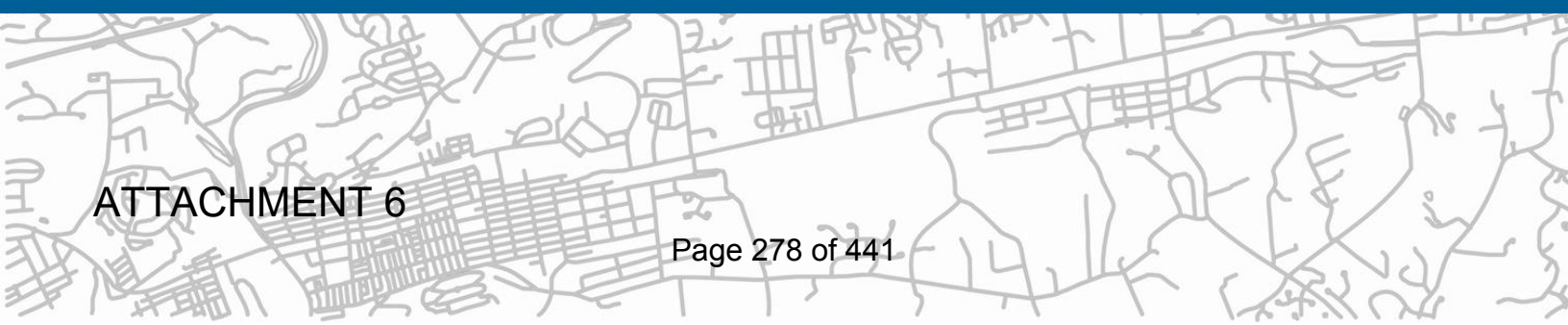
DAVID WELCH
Associate Planner

ATTACHMENT 5

DUTCH BROS TRANSPORTATION IMPACT ASSESSMENT

NATIONAL CITY, CA

October 12, 2023



Dutch Bros Transportation Impact Assessment National City, CA

Prepared for:
Dutch Bros
110 SW 4th Street
Grants Pass, OR 97526

Prepared by:
Kittelson & Associates, Inc.
3919 30th Street, Suite 107
San Diego, CA 92104
714.468.1180

Project Manager:
Mychal Loomis
Associate Engineer

Project Analyst:
Samantha Liu
Transportation Analyst

Project Number 29512

October 12, 2023



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- Appendix B: Scoping Agreement
- Appendix C: Traffic Count Data
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EXECUTIVE SUMMARY

This report presents the findings of the analysis conducted under the California Environmental Quality Act (CEQA) and the local transportation analysis for the proposed development of the 1606 East Plaza Boulevard site in National City, California.

The project is planned to be located on the south side of East Plaza Boulevard, just east of Palm Avenue and adjacent to an existing gas station. The proposed site plan has a right-in, right-out only access from East Plaza Boulevard and a full access on Palm Avenue that is shared with an adjacent multi-family building. The proposed coffee shop aligns with the zoning and land use specifications outlined in the City's General Plan.

The 950 square foot coffee shop would be built on a vacant 0.58-acre parcel and include two drive-through lanes, a queue early exit lane, and nine parking spaces. The drive-through will consist of two lanes merging at the service window and will have the capacity to accommodate a queue of up to 13 vehicles. Queue calculations found that anticipated queue would exceed 8 vehicles 5% of the peak times, and would not rarely exceed the 13 vehicle storage area. Further, Dutch Bros has several queue management strategies they proactively use to minimize queue lengths.

The analysis of intersection operations considered peak periods in the morning (7-9 am) and afternoon (4-6 pm) to assess the potential impacts of the project. Based on analysis of existing and opening year conditions, the intersection of East Plaza Boulevard / Palm Avenue and the project driveways would operate at LOS C or better during the peak periods and no adverse effects would occur.

The project would be screened out of detailed Vehicle Miles Traveled (VMT) analysis on the basis of being a small retail and local-serving retail project and the project is considered to have a less than significant impact on VMT.

INTRODUCTION

Dutch Bros is proposing to locate a Dutch Bros coffee shop at 1606 East Plaza Boulevard in National City. The 950 square foot coffee shop would be built on a vacant 0.58-acre parcel and include two drive-through lanes and nine parking spaces. The proposed site plan has a right-in, right-out only access from East Plaza Boulevard and a full access on Palm Avenue that is shared with an adjacent multi-family building.

Kittelton and Associates, Inc (Kittelton) prepared this transportation impact assessment report for Dutch Bros to determine the expected transportation-related effects of the project. The analyses documented in this report were performed to evaluate CEQA transportation vehicle miles travelled (VMT) analysis and to assess transportation effects in coordination with the City of National City. The report covers the following transportation analyses:

- Project trip generation and trip distribution
- Operations analyses (adjacent roadway and site access performance)
- On-site circulation and queue assessment
- VMT assessment

PROJECT LOCATION

The existing conditions of nearby roadways and intersections were reviewed to gain an understanding of the project site area. The existing conditions review involved mapping, reviewing, and documenting existing land use, multi-modal transportation infrastructure, and roadway characteristics. The findings from the existing conditions review are summarized below.

ROADWAY FACILITIES

The project site connects with two streets in National City – East Plaza Boulevard and Palm Avenue. An explanation of each roadway is provided below:

- **East Plaza Boulevard** is classified as an arterial per National City Roadway Classifications¹. East Plaza Boulevard is typically four to six lanes (two or three lanes in each direction) with turn lanes at intersections. Both approaches to the signalized intersection of East Plaza Boulevard and Palm Avenue have three through lanes with a shared right-turn movement and one left turn lane. The posted speed limit is 35 miles per hour (mph).
- **Palm Avenue** is classified as a collector per National City Roadway Classifications. Palm Avenue is typically two lanes (one lane each direction) with turn lanes at intersections. Both approaches to the signalized intersection of East Plaza Boulevard and Palm Avenue have one through lane with a shared right-turn movement and one left turn lane. The posted speed limit is 30 mph.

PEDESTRIAN FACILITIES

The existing sidewalk network provides access between the project site and nearby land uses. Sidewalks are available on both sides of East Plaza Boulevard and Palm Avenue and standard crosswalks are located on almost all legs of the signalized intersections within the project vicinity. At the intersection of East Plaza Boulevard and Palm Avenue, there is no crossing allowed on the east leg of East Plaza Boulevard.

¹ City of National City Transportation Element (July 2023). *Figure T-6: National City Roadway Classification.*

BICYCLE FACILITIES

There are no existing bicycle facilities along East Plaza Boulevard and Palm Avenue that provide access to the project site. Future recommended facilities in the Transportation Element of the City's General Plan include a Class III bicycle facility along Palm Avenue.

TRANSIT FACILITIES

The San Diego Metropolitan Transit System (MTS) is the primary transit operator in National City. Within the project area, MTS operates the 962 and 963 bus routes along Plaza Boulevard from the 8th Street Transit Center to Spring Valley and Paradise Hills, respectively. The routes travel between Spring Valley, Paradise Hills, and National City seven days a week from around 5:30 AM to 11:00 PM. Buses along the 962 route are scheduled to arrive every 15 minutes during the hours of 6:00 AM and 6:00 PM and arrive every 30 minutes thereafter. During the weekend, buses arrive every 30 minutes. Buses along the 963 route are scheduled to arrive every 30 minutes during the weekdays and 60 minutes during the weekend.²

LAND USE CONTEXT

The project parcel is located adjacent to an existing gas station with surrounding commercial, office, and residential uses. Surrounding commercial uses include the Plaza Square shopping mall. Two inns are also located near the project site. The project location can be visualized in Figure 1.

² https://www.sdmts.com/sites/default/files/attachments/962-963_1.pdf

Figure 1: Site Location



PROPOSED PROJECT

The proposed project is located on the south side of East Plaza Boulevard and just east of Palm Avenue as shown in Figure 1. The facility would be built on an existing vacant lot. The parcel is currently zoned as Major Mixed-Use District (MXD-2), per the National City 2019 Zoning Map. The proposed coffee shop would be consistent with the General Plan zoning and land use. The proposed site plan is provided in Appendix A.

The project site would consist of a 950-sf retail structure, nine vehicle parking stalls including 1 ADA stall, and two vehicle drive-through lanes served by a single service window. The drive-through has two lanes that converge at the service window and is designed to accommodate a queue of 13 vehicles at one time assuming an average of 25 feet per vehicle which includes space between each vehicle.

The project would have two driveways accessible from either East Plaza Boulevard or Palm Avenue. The proposed site plan has a right-in, right-out only access from East Plaza Boulevard and full access on Palm Avenue that is shared with an adjacent multi-family building.

TRIP GENERATION

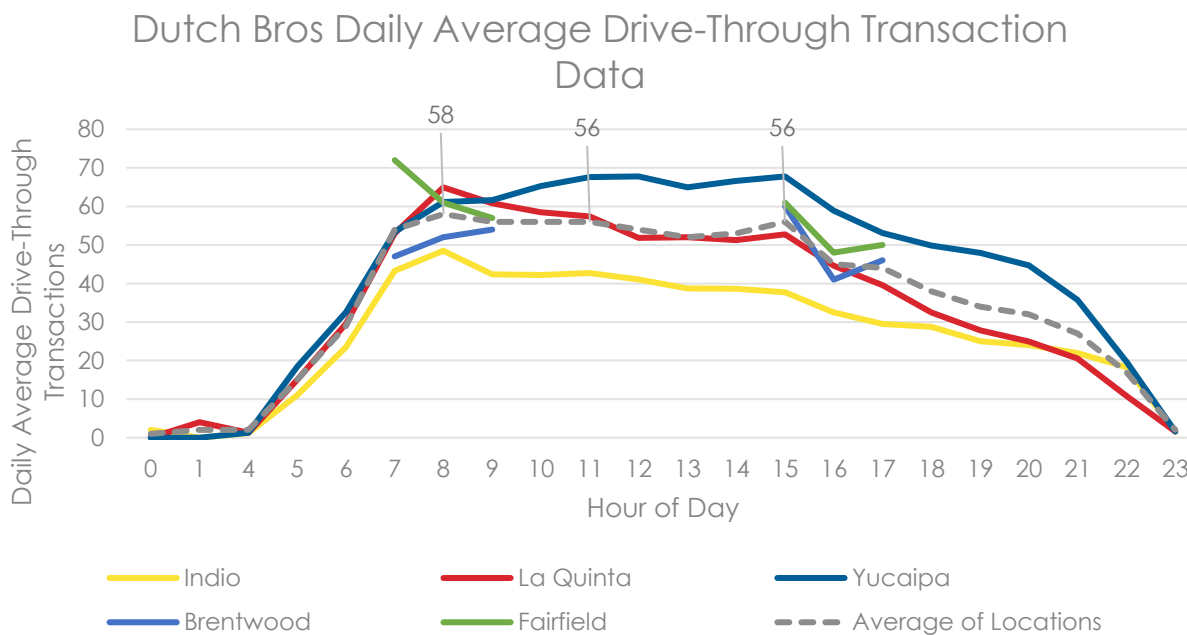
Project-related trip estimates were calculated to assess the project's traffic impact on local roads. The information presented in this section was included in the Scoping Agreement (provided in Appendix B).

Trip generation for the project uses a combination of the Institute of Transportation Engineers (ITE) *Trip Generation Manual (11th edition)* and historical drive-through transaction data of five existing similar Dutch Bros. The five similar Dutch Bros were selected based on similarities with respect to market service area characteristics, layout, and traffic conditions.

Figure 2 visualizes the hourly transaction data of the Dutch Bros stores.

The ITE Trip Generation Manual was used to develop the proportional traffic inflow and outflow rates experienced during weekday morning (AM), midday (MD), and afternoon (PM) peak hours and pass-by rate assumptions. Historical Dutch Bros transaction data for three locations and Dutch Bros traffic volume data were used to approximate the total trips daily and during the weekday AM and PM peak hours. For the transaction-based data, it was assumed that each transaction is associated with a single and separate vehicle. This is a conservative overestimate of actual historic trip generation characteristics for at least two reasons: 1) occasionally more than one transaction occurs with a single vehicle; and 2) some transactions are made by persons using other travel modes including walking, biking, and transit. Table 1 presents the weekday trip generation rates used in the analysis and Table 2 presents the resulting trip generation estimates.

Figure 2: Dutch Bros Daily Average Drive-Through Transactions



SOURCE: DUTCH BROS (2023)

Table 1: Weekday Trip Generation Inbound and Outbound Rates

Land Use	AM Peak Hour		PM Peak Hour		Daily	
	In	Out	In	Out	In	Out
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	50%	50%	50%	50%	50%	50%

SOURCE: INSTITUTE OF TRAFFIC ENGINEERS TRIP GENERATION MANUAL, 11TH EDITION

Table 2: Weekday Trip Generation Estimates

Trip Type	AM Peak Hour			PM Peak Hour			Daily		
	In	Out	Total	In	Out	Total	In	Out	Total
Primary Trips	30	30	60	28	28	56	392	392	784
Pass-By Trips	28	28	56	28	28	56	376	376	752
Total Trips	58	58	116	56	56	112	768	768	1,536

SOURCE: DUTCH BROS (2023) COMPILED BY KITTELSON AND ASSOCIATES (2023)

Pass-by trips are a crucial aspect in trip generation for coffee shops since they are likely to receive similar or more pass-by trips than primary trips. A pass by trip reduction of 49% for the AM Peak Hour and daily traffic, and a 50% reduction for the PM Peak Hour was applied, consistent with pass-by trip rates from ITE Trip Generation Manual for fast-food restaurants.

TRIP DISTRIBUTION

The proposed project's trip distribution was developed based on a review of the adjacent roadway network and surrounding land uses to determine anticipated origins and paths of travel. The trip generation volumes were applied to the trip distribution to calculate the number of vehicle trips the project would add to the surrounding roadway network. The total net new project trip assignment for the study area intersections during the weekday AM and PM peak hours are shown in Figure 3 and Figure 4, respectively.

The net new project trips are based on the combined primary and pass-by trip distributions which are elaborated in the following subsections.

PRIMARY TRIPS

Primary trips to and from the site were distributed was created based on recent daily traffic volume counts along East Plaza Boulevard and Palm Avenue that informed traffic patterns. Inbound and outbound trip patterns are illustrated in the scoping agreement in Appendix B, and generally consist of the following distribution:

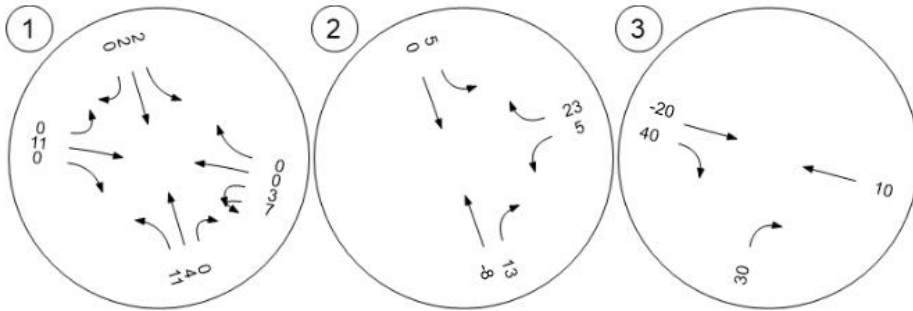
- 15% of trips to and from local roads in the north
- 15% of trips to and from local roads in the south
- 35% of trips to and from local roads in the east
- 35% of trips to and from local roads in the west

PASS-BY TRIPS

Pass-by trips to and from the site account for attracting trips already occurring on East Plaza Boulevard and Palm Avenue that now would divert their original path to stop at the proposed project site. It is assumed 70% of pass-by trips would be generated by eastbound traffic on East Plaza Boulevard due to its connection to Interstate 805. The remaining pass-by trips are assumed to come from northbound traffic on Palm Avenue. The diverted trip patterns are also illustrated in the scoping agreement in Appendix B.

Figure 3: Net New Project Trips during AM Peak

Generated with **PTV VISTRO**



OPERATIONS ANALYSIS

A level-of-service (LOS) analysis was conducted to determine if there are potential adverse effects to intersections or roadways near the project. The project is planned to open in 2024 and the baseline intersection data was collected in 2023.

INTERSECTION ANALYSIS METHODOLOGY

LOS describes the operating conditions experienced by motorists. LOS is a qualitative measure of the effect of a number of factors, including speed and travel time, traffic interruptions and delay, freedom to maneuver, driving comfort, and convenience. LOS A through LOS F covers the entire range of traffic operations that might occur. Motorists using a facility that operates at a LOS A experience very little delay, while those using a facility that operates at a LOS F will experience long delays. Intersection analyses for the four study intersections were conducted using the operational methodologies outlined in the 7th Edition of the Highway Capacity Manual (HCM) methodology (Transportation Research Board, Washington, D.C., 2016), calculated with Vistro software.

Using the HCM procedure, the level of service designation for a signalized intersection is determined by calculating a weighted average control delay in seconds per vehicle, based on signal timings obtained from the City of Cathedral City. For unsignalized intersections, the HCM methodology is also used to calculate the weighted average control delay for each controlled intersection leg and for the intersection as a whole. In the case of two-way stop-controlled intersections, the LOS for the worst approach is used as the performance measure for the level of service.

Table 3 presents the relationship of average delay to level of service for both signalized and unsignalized intersections.

Table 3 Level of Service Definition for Intersections

Level of Service	Delay Per Vehicle (Seconds)	
	Signalized Intersection	Unsignalized Intersection
A	< 10.0	< 10.0
B	> 10.0 to 20.0	> 10.0 to 15.0
C	> 20.0 to 35.0	> 15.0 to 25.0
D	> 35.0 to 55.0	> 25.0 to 35.0
E	> 55.0 to 80.0	> 35.0 to 50.0
F	> 80.0	> 50.0

SOURCE: HIGHWAY CAPACITY MANUAL

REGULATORY STANDARDS

To determine potential adverse effects, LOS D was used as the allowable peak hour system performance for the study. If the intersection operates at LOS E or F, mitigation should be identified to restore operations to LOS D or better.

DATA COLLECTION

Daily roadway volume counts were obtained from the City collected for a 24-hour period along the following roadway segments on Thursday, October 13, 2022 to confirm trip distribution and pass-by trip assumptions along Palm Avenue:

1. Palm Avenue between East Plaza Boulevard and 16th Street
2. Palm Avenue between 8th Street and East Plaza Boulevard

Daily roadway volume counts were obtained from the City collected for a 24-hour period along the following roadway segments on Wednesday, November 2, 2022 to confirm trip distribution and pass-by trip assumptions along Plaza Boulevard, in particular:

1. East Plaza Boulevard between Palm Avenue and Interstate 805

Daily roadway volume counts were obtained from the City collected for a 24-hour period along the following roadway segments on Wednesday, November 29, 2022 to confirm trip distribution and pass-by trip assumptions along Plaza Boulevard, in particular:

1. East Plaza Boulevard between Highland Avenue and Palm Avenue

Weekday intersection vehicle turning movement counts were collected at the following study intersections during the AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) peak periods on Tuesday, August 15, 2023:

1. Palm Avenue and East Plaza Boulevard
2. Palm Avenue and Palm Plaza (Apartment Driveway)

Intersection 3 (East Plaza Boulevard and Project Driveway) would be a new driveway installed as part of the project so existing turning movement counts are not applicable. Peak hour volumes for through traffic at the driveway were estimated based on the approaching and departing volumes at intersection 1 (Palm Avenue / East Plaza Boulevard).

The study intersections can be visualized in Figure 5. Original traffic count information is provided in Appendix C.

Figure 5: Study Area



● Study Intersections

▨ Project Site



Study Intersections
National City, CA

SOURCE: KITTELSON AND ASSOCIATES, INC (2023)

RESULTS

The intersection operations were analyzed for the following scenarios during morning (7 - 9 am) and afternoon (4 -6 pm) peak periods to determine potential project effects:

- Existing Conditions
- Opening Year Conditions
- Opening Year Plus Project Conditions

Detailed Vistro reports with volume and intersection geometry summary figures are available for reference in Appendix E.

Existing Conditions

Table 4 summarizes the delay and LOS analysis results for each study intersection under existing conditions. Existing signal timing was obtained to best approximate current operating conditions. The signal timing plans are provided in Appendix D. As shown in the table, none of the study intersections operates worse than LOS C during AM and PM peak hours.

Table 4: Existing Conditions Level-of-Service Analyses Results

ID	Intersection	Control Type	Delay (s/veh)		LOS	
			AM	PM	AM	PM
1	Palm Avenue & E Plaza Boulevard	Signalized	29.0	30.2	C	C
2	Palm Avenue & Palm Plaza Apartment Driveway	SSSC	16.0	13.8	C	B
3	Project Driveway and E Plaza Boulevard	SSSC	Does not exist under this scenario			

Note:

SSSC = Side-Street Stop-Controlled

Bold indicates intersections performing at LOS E or F

SOURCE: KITTELSON AND ASSOCIATES, INC (2023)

Opening Year Conditions

The planned opening year for the project is 2024. Information from SANDAG's Transportation Forecast Information Center (TFIC) AMB2+ model shows an anticipated decrease in daily traffic over the years along East Plaza Boulevard along the project frontage:

- Year 2016 (25,500 ADT)
- Year 2025 (23,500 ADT)
- Year 2035 (21,200 ADT)

Although the model shows decreases, an ambient growth rate of 2% was used to grow existing traffic volumes for this scenario. Signal timing for the intersection of East Plaza Blvd / Palm Ave remained the same as existing conditions.

Table 5 summarizes the delay and LOS analysis results for each study intersection under an estimated opening year condition. As shown in the table, none of the study intersections operates worse than LOS C during AM and PM peak hours.

Table 5: Opening Year (Existing Plus Ambient Growth) Conditions Level-of-Service Analyses Results

ID	Intersection	Control Type	Delay (s/veh)		LOS	
			AM	PM	AM	PM
1	Palm Avenue & E Plaza Boulevard	Signalized	29.9	31.0	C	C
2	Palm Avenue & Palm Plaza Apartment Driveway	SSSC	16.3	13.9	C	B
3	Project Driveway and E Plaza Boulevard	SSSC	Does not exist under this scenario			

Note:

SSSC = Side-Street Stop-Controlled

Bold indicates intersections performing at LOS E or F

SOURCE: KITTELSON AND ASSOCIATES, INC (2023)

Opening Year Plus Project Conditions

Table 6 summarizes the delay and LOS analysis results for each study intersection under an estimated existing plus ambient growth future condition. For this scenario, an ambient growth rate of 2% per year was used to grow existing traffic volumes and the net new project trips were added. Signal timing for the intersection of East Plaza Blvd / Palm Ave remained the same as existing conditions. As shown in the table, none of the intersections operates worse than LOS C during AM and PM peak hours. Compared to opening year conditions at existing intersections, delays slightly increased and LOS did not change.

Table 6: Opening Year Plus Project Conditions Level-of-Service Analyses Results

ID	Intersection	Control Type	Delay (s/veh)		LOS	
			AM	PM	AM	PM
1	Palm Avenue & E Plaza Boulevard	Signalized	30.4	31.9	C	C
2	Palm Avenue & Palm Plaza Apartment Driveway	SSSC	17.0	14.4	C	B
3	Project Driveway and E Plaza Boulevard	SSSC	11.9	17.1	B	C

Note:

SSSC = Side-Street Stop-Controlled

Bold indicates intersections performing at LOS E or F

SOURCE: KITTELSON AND ASSOCIATES, INC (2023)

SITE PERFORMANCE ANALYSES

The site performance analysis reviews site access, project queues, and operational needs to determine if the project requires additional considerations to operate functionally.

DRIVEWAY SPACING

New driveways comply with National City Municipal Code standards such that there is no more than one driveway approach provided for every fifty feet of street frontage. Curb cuts that provide access to the driveways at East Plaza Boulevard and Palm Avenue shall be separated a minimum distance of 35 feet from any other curb cut.

Sight distance from the project driveways were evaluated and no anticipated issues were identified. The proposed layout has clear sight distance of oncoming traffic to turn out of the driveways. The site plan indicates that there will not be any landscaping, signage, or other additions that will obstruct sight distance and should be maintained as such. Visibility from the service window area where vehicles will be exiting is

sufficient for monitoring the approach of cyclists or vehicles driving within the lot or along the parking aisles, or pedestrians crossing the driveway.

QUEUE ASSESSMENT

Queuing at coffee shop drive throughs often are where potential impacts to the roadway network occur. To estimate the potential queuing conditions and how often it may affect public right-of-way, an M/M/1 queuing model was used. This model assumes that customer arrivals and service times are randomly distributed across the analysis time period and requires the average arrival and service rates as inputs. Using the data from similar Dutch Bros stores, 58 and 80 vehicles per hour were used as average arrival and service rates, respectively, for the proposed store.

Using the model with the designated arrival and service rates, it was determined that there is a 5% probability that the number of vehicles waiting to be served will be longer than 8 vehicles. With two drive-through lanes accommodating a total of approximately 13 vehicles, it is expected that queues would regularly remain within the designated queue storage area.

To acknowledge potential for longer queues based on fluctuations in demand and market factors, it was determined that the site could accommodate at least 18 vehicles in queue before spilling into the public right-of-way. Queues on-site would affect on-site circulation by preventing vehicles exiting the drive-through from being able to exit onto Palm Avenue and be forced to exit onto East Plaza Boulevard. Queues extending beyond the storage area is not anticipated to be an issue based on other similar market area sites; however, there are several strategies that Dutch Bros uses to proactively manage queues. These include:

- Dutch Bros staff takes orders and payments from and makes deliveries to the queued drive-through lanes to minimize the wait time at the service window.
- The site plan includes a queue exit lane adjacent to the pick-up window. This is an important queue length management feature because it allows vehicles that receive their fulfilled orders prior to reaching the pick-up window to exit out of the queue early, thereby reducing the overall length of the queue.
- Dutch Bros staff can act as temporary traffic control personnel who can effectively manage queues and prevent blockage situations.
- Parking on site can be used as waiting areas for vehicles that make large orders. This is an important operations factor that provides the ability to remove vehicles with long order fulfillment times from the queue and provide a significant positive effect on the overall queue length.

SITE ACCESS

Vehicles

There are two ingress/egress driveways to access the proposed development. The existing driveway on Palm Avenue is shared with an adjacent multi-family building. Traffic patterns will be altered in this location as residents will no longer be the only users of the driveway. Adjacent to the project site is a gas station that has two driveways that enter and exit from East Plaza Boulevard. The addition of the proposed project driveway on East Plaza Boulevard will add another driveway with frequent inbound and outbound vehicles that will be slowing down to enter and then merging into traffic along the corridor.

The site plan provides adequate driveway throat depth to allow vehicles to enter the parking area and utilize the parking spaces. This assumes that queues are within the designated storage area and not blocking the parking spaces. The site plan provides adequate turning areas for vehicles entering either drive-through lane.

The drive-through exit is approximately 25 feet north of the drive-through entry lanes. Potential driveway impact issues would occur if the queuing extends beyond the allocated storage area and into the traffic

lanes of East Plaza Boulevard and Palm Avenue. Creating delays on these roads would create the biggest circulation issue. Other potential circulation issues may include the Palm Avenue exit being blocked by the queues forcing drivers to exit onto East Plaza Boulevard.

Pedestrian Connections

Pedestrian access to the site would include new walkways, ramps, and crosswalks along the project frontage that would facilitate pedestrian access by connecting on-site parking and the store frontage to the existing sidewalks along East Plaza Boulevard and Palm Avenue.

Bicyclist Connections

There are no bicycle facilities currently provided along East Plaza Boulevard or Palm Avenue. Bicyclists must use the existing roadways and/or sidewalk to access the project site. Furthermore, bicycle parking is not provided on-site.

Transit Connections

The nearest bus stop to the project is approximately 500 feet from the walk-up window, on foot. It is located approximately 130 feet west of the intersection of East Plaza Boulevard and Palm Avenue, on the south side of East Plaza Boulevard and serves eastbound buses. There is a sidewalk that connects riders from the bus stop to the crosswalk at Palm Avenue and the sidewalk continues to the proposed project site. The nearest westbound bus stop is about the same distance but on the north side of East Plaza Boulevard, requiring one additional crossing at the intersection of Palm Avenue and East Plaza Boulevard. The site is conveniently located to the bus stops with existing connections in place. Correspondingly, some transactions occurring that are assumed in the analysis may be transit trips instead of vehicle trips.

PARKING

Nine parking spaces, including one accessible parking space, are provided on-site. This should be sufficient to accommodate the employees expected to be on site at a given time and help with large order fulfillment. Should overflow parking occur, street parking is available along Palm Avenue.

VMT ASSESSMENT

CEQA analysis requires an evaluation of project impacts related to vehicle miles travelled (VMT). However, a detailed CEQA assessment is not required for land use elements of a project that meet certain screening criteria, described below.

SCREENING CRITERIA

According to the County of San Diego Transportation Analysis Guidelines and supporting Scoping Agreement for Transportation Studies, a project can meet screening criteria for project type or project location.

Project type screening looks at the following five screening criteria that would assume the project to have a less than significant impact to VMT:

1. **Small Projects.** Projects that generate or attract fewer than 110 vehicle trips per day are classified as 'small projects'.
2. **Small Service/Retail Projects.** Projects that are a service or retail use with 50,000 square feet gross floor area or less.

3. **Mixed-Use Projects.** Projects screened out based on their location on the SANDAG screening map for VMT/service population.
4. **Local-Serving Retail/Public Facility/Recreational.** Projects that are locally serving and are either a retail or public service or recreational land use.
5. **Redevelopment Projects.** Projects that are replacing an existing VMT-generating land use and do not result in a net overall increase or projects that redevelop an affordable housing site with all proposed units as affordable housing units.

Additional screening criteria related to project location are also included if the project type is not screened out. These include considerations of VMT/resident, VMT/employee, VMT/service population, and designated infill areas based on screening maps and the project location and type. This level of screening was not needed for the proposed project.

SCREENING RESULTS

A review of the screening criteria has determined that the project meets two of the five VMT project type screening criteria – small service/retail and locally serving retail. Therefore, the project is presumed to have a less than significant impact on VMT and is exempt from detailed VMT analysis. Furthermore, a significant portion of trips are pass-by and already are trips on the network. Table 7 provides a VMT screening summary for the project.

Table 7: VMT Screening Summary

VMT Screening Criteria	Criterion Met?	Reasoning
Small Projects	No	The proposed project would generate 784 daily primary vehicle trips which is greater than the 110 threshold.
Small Service/Retail Project	Yes	The proposed project is a service or retail land use with a small footprint including a 950 sf building.
Mixed-Use Project	No	The proposed project does not include a mix of land uses.
Locally Serving Retail / Public Facility / Recreational	Yes	The project is a locally serving retail use that is anticipated to attract short trips from the surrounding neighborhood.
Redevelopment Projects	No	The project is not a redevelopment project.

SOURCE: KITTELSON & ASSOCIATES, INC., 2023

FINDINGS

Based on the findings of the analyses performed in this study, the proposed 950 sf Dutch Bros coffee shop at 1606 East Plaza Boulevard in National City, California, there were no potential adverse impacts to the surrounding roadway network identified. The increase in trips on the network would have a nominal impact to intersection operations. Queues are anticipated to remain within the drive-through lane storage area provided on the site plan; and Dutch Bros does also provide several strategies to proactively manage queues.

The project is presumed to have a less than significant impact on VMT and is exempt from detailed VMT analysis.

Public Hearing

CONDITIONAL USE PERMIT FOR A
DRIVE-THROUGH COFFEE SHOP
(DUTCH BROS COFFEE) TO BE
LOCATED AT 1638 E. PLAZA BLVD.



Site Characteristics

- 1638 EAST PLAZA BOULEVARD
 - MXD-2 (Major Mixed-Use District)
 - 0.6-acre vacant parcel
 - Lot line adjustment is being processed to add approximately 1,155 square feet to the site
 - Irregular shape with 194 feet of frontage along E. Plaza Blvd. and 35 feet along Palm Ave.
 - Constrained by drainage and sewer easements
 - Area a mix of commercial and residential
 - Holiday Inn Express and various commercial to the north
 - Multi-family residential and Stardust Inn to the east
 - Multi-family residential to the south
 - Shell gasoline station and single-family residential across Palm Ave. to the west



Overhead



Site Photos

Looking Southwest from East Plaza Boulevard



Looking South from East Plaza Boulevard



Site Photos

Looking East from Palm Avenue



Looking East from Palm Avenue

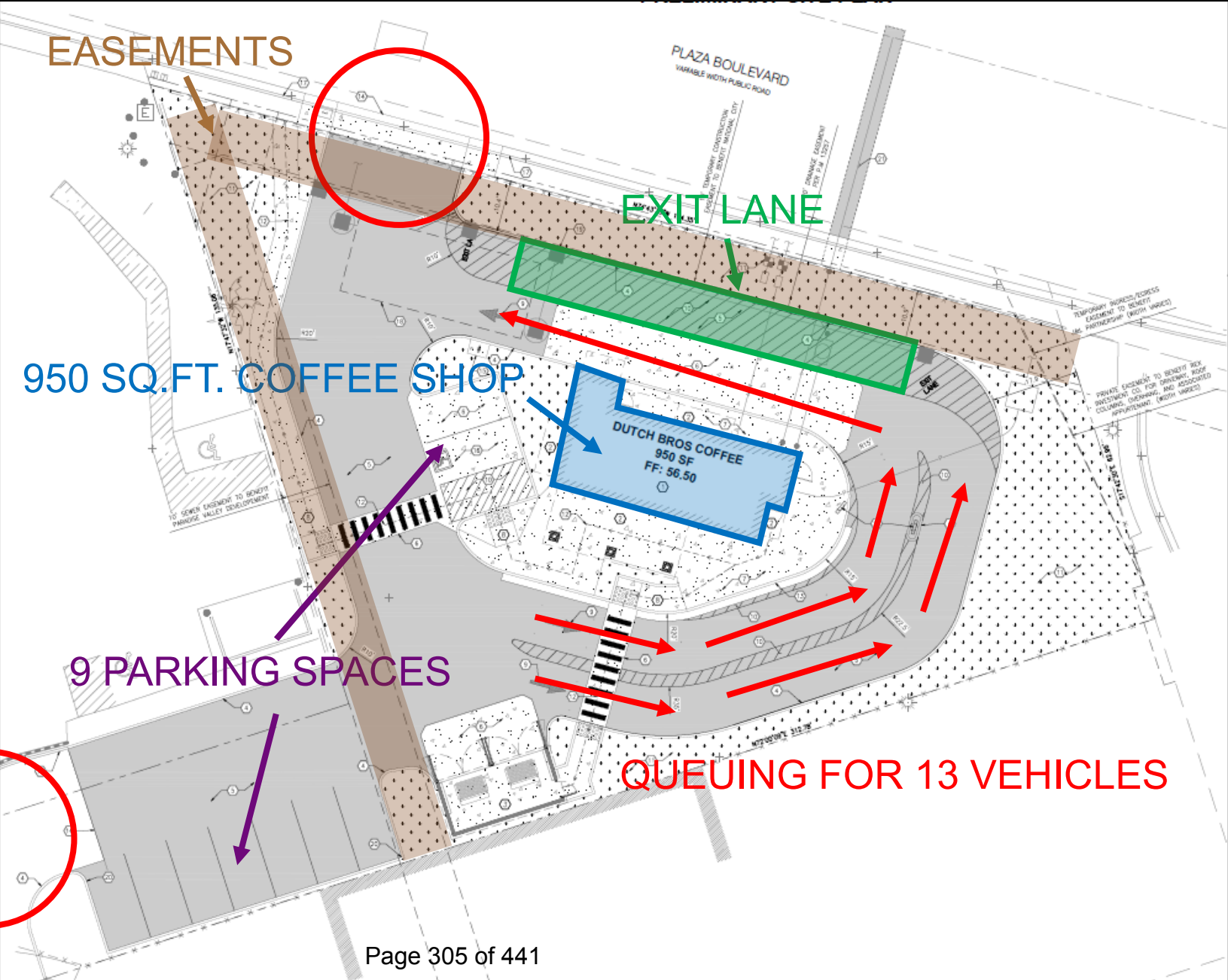


Proposal

- 950 FT² DRIVE-THROUGH COFFEE SHOP (DUTCH BROS COFFEE)
 - Dual drive-through lanes would serve the business with queuing for 13 vehicles
 - Person-to-person ordering
 - Exit lane
 - Walk-up window
 - 24 hours-a-day
 - Nine parking spaces
 - Access from both streets
 - New business would employ between 28 and 34 people



Site Plan



Analysis

- PROPOSAL CONSISTENT WITH GENERAL PLAN
 - Policies related to fast food
 - HEJ-4.2: Encourage the development of healthy food establishments in areas with a high concentration of fast food establishments, convenience stores, and liquor stores.
 - HEJ-5.4: Discourage unhealthy fast food outlets from locating near schools.
 - Applicant's intent is a coffee shop tenant, which would be consistent
- PROPOSAL CONSISTENT WITH LUC
 - A coffee shop with a drive-through is a conditionally-allowed use in MXD-2 zone
 - Chapter 18.41 – Site Planning Standards – has specific requirements for drive-through businesses
 - Minimum queuing distances, interior turning radius, location of drive-through window and landscaping requirements

Analysis (cont.)

- LUC (CONT.)
 - Minimum queuing distance
 - Traffic analysis used other Dutch Bros Coffee locations - queuing not expect to exceed 8 vehicles 95% of the time.
 - Proposed drive-through has space for 13 vehicles with room for 5 additional before impacting adjacent streets
 - Person-to-person ordering and exit lane proposed
 - Minimum interior turning radius of 25 ft
 - Site plan shows lesser turn radii – approved by City Engineer in the past
 - Drive-through window location
 - Code requires a minimum 10-ft landscape buffer with trees and minimum three-foot high hedges.
 - Site plan has adequate space to provide this



Analysis (cont.)

- LUC (CONT.)
 - Design requirements
 - Limited requirements for project of this type in the MXD-2 zone
 - Request is for the drive-through lane and the architecture of the proposed building is conceptual in nature.
 - Conditions related to design, site development, and landscaping
 - Project would be allowed by right without the drive-through

Analysis (cont.)

- TRAFFIC

- Project expected to generate approximately 1,536 net new daily trips
 - Half the trips are pass-by
 - Study included Vehicle Miles Traveled (VMT) analysis
 - Project-related traffic would not result in need for any street system improvements
 - 2% growth rate used for model

- NOISE

- Typical concern for drive-through businesses
- Condition requiring noise-attenuating speakers for the ordering window
 - Not proposed



California Environmental Quality Act (CEQA)

- DETERMINE TO BE CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CLASS 32, SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS)
 - Notice of exemption will be filed subsequent to an approval



Conditions / Summary

- CONDITIONS OF APPROVAL
 - Building and Fire Code compliance
 - Design requirements and compliance with LUC
 - Noise-attenuating speakers
 - Adjustment plat
- PROPOSED USE CONSISTENT WITH GENERAL PLAN
 - Project is consistent with General Plan and LUC
 - Consistent applicable design requirements
 - Meets applicable Site Planning Standards



Options

- FIND PROJECT EXEMPT FROM CEQA & APPROVE CUP BASED ON FINDINGS LISTED IN THE DRAFT RESOLUTION / FINDINGS DETERMINED BY THE COMMISSION; OR
- FIND PROJECT NOT EXEMPT FROM CEQA AND/OR DENY CUP BASED ON FINDINGS DETERMINED BY THE COMMISSION; OR
- CONTINUE THE ITEM FOR ADDITIONAL INFORMATION
- STAFF RECOMMENDING APPROVAL
- NOTICE OF DECISION TO CITY COUNCIL





AGENDA REPORT

Department: Housing Authority
Prepared by: Greg Rose, Property Agent
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Agreement for 1105 National City Blvd.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City Of National City, California, Ratifying A Subordination Agreement with National City Pacific Associates, LLP, A California Limited Partnership, and the California Housing Finance Agency, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered Into on December 21, 2020 that Restricts 26 Housing Units at 1105 National City Boulevard in National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On December 21, 2020, the City Council approved a Density Bonus Agreement ("Agreement") with National City Pacific Associates, LLP, to restrict twenty-six (26) units as affordable for fifty-five (55) years. A Performance Deed of Trust was also recorded to secure the Agreement on the property. The Subordination Agreement will be ratified to ensure that the Density Bonus Agreement will remain superior to the lender's Deed of Trust, and the Performance Deed of Trust will be made subordinate and subject to the lender's Deed of Trust.

FINANCIAL STATEMENT:

The Housing Authority will collect a Subordination fee of \$375.00 to cover legal fees and staff time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement
Exhibit B - Resolution

**FREE RECORDING REQUESTED
PURSUANT TO GOVERNMENT CODE
SECTION 27383**

Recording requested by and
when recorded return to:

CALIFORNIA HOUSING FINANCE AGENCY
Office of General Counsel
500 Capitol Mall, Suite 1400, MS 1440
Sacramento, CA 95814

(space above this line for Recorder's use)

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN(S) OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT dated as of October 1, 2023 for informational purposes, is entered into by and between the City of National City (the “*Locality*”), National City Pacific Associates, a California Limited Partnership, a California limited partnership (“*Borrower*”), and the California Housing Finance Agency (“*CalHFA*”) a public instrumentality and a political subdivision of the State of California in connection with a loan by CalHFA to Borrower to finance a multifamily residential rental housing project on real property located in the City of National City, County of San Diego, California and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (“*Project*”). Unless otherwise noted, references to instruments recorded in “*Official Records*” refer to instruments recorded in the Office of the County Recorder of the County of San Diego.

RECITALS

A. WHEREAS, Borrower and the Locality have or will encumber the Project with the following documents related to the financing and/or development of the Development:

1. A Deed of Trust dated as of December 21, 2020 (the “*Locality Deed*”) by and between the Locality, as beneficiary, and the Borrower, recorded on June 9, 2021 in the Official Records as Instrument No. 2021-0427736;

The Locality Deed and any other loan documents are collectively referred to herein as the “*Locality Documents*.”

A. WHEREAS, CalHFA is making, substantially contemporaneously with the making of this Agreement, a subsidy loan to Borrower (“*CalHFA Subsidy Loan*”). The CalHFA Subsidy Loan

is evidenced by a promissory note from the Borrower to CalHFA in the face amount of Six Million Five Hundred Thousand and No/100s Dollars (\$6,500,000.00) secured by a deed of trust. The deed of trust was executed by Borrower, as trustor, to Commonwealth Land Title Company, as trustee, in favor of CalHFA, as beneficiary, and is entitled “California Housing Finance Agency, Subsidy Deed of Trust With Assignment of Rents, Security Agreement and Fixture Filing, CalHFA Development No. 19-068-X, Mixed-Income Program/Residual Receipts” dated October 1, 2023 (the “*CalHFA Subsidy Deed of Trust*”) to be recorded in the Official Records substantially contemporaneously with this Agreement. The Project shall also be regulated and encumbered by a regulatory agreement executed by Borrower and CalHFA entitled “California Housing Finance Agency, Regulatory Agreement, CalHFA Development No. 19-068-X Mixed-Income Program/Residual Receipts” dated as of October 1, 2023 (the “*CalHFA Subsidy Regulatory Agreement*”) to be recorded in the Official Records substantially contemporaneously with this Agreement. The CalHFA Subsidy Regulatory Agreement, CalHFA Subsidy Deed of Trust and related documents shall hereafter be collectively referred to herein as the “*CalHFA Documents*”;

B. WHEREAS, it is a condition precedent to CalHFA making the CalHFA Loan that the CalHFA Documents have priority over the Locality Documents; and

C. WHEREAS, it is beneficial to all parties that CalHFA make the CalHFA Loan, and the parties are willing to subordinate the Locality Documents in order that the CalHFA Loan be made.

NOW THEREFORE, In consideration of the foregoing and other consideration the receipt and sufficiency of which are hereby acknowledged, and in order to induce CalHFA to make the CalHFA Loan, the parties hereto agree as follows:

1. Subordination of Locality Documents.

a. The Locality and Borrower hereby unconditionally subordinate the Locality Documents to the CalHFA Documents, including all extensions, modifications or additional advances made thereunder. Hereafter, the CalHFA Documents shall unconditionally be, and remain at all times, liens and encumbrances on the Project prior and superior to the encumbrances of the Locality Documents and to all rights and privileges of the parties thereunder, and the liens and encumbrances of the Locality Documents together with all rights and privileges of the parties thereunder shall hereby be subject to and made subordinate to the liens and encumbrances of the CalHFA Documents. In the event of a judicial or non-judicial foreclosure of the CalHFA Documents, the lien of the Locality Documents shall be extinguished.

b. CalHFA agrees that it shall use its best efforts to provide Locality with a copy of all initial notices of default provided to Borrower under the CalHFA Documents, provided, CalHFA shall have no liability to Locality and/or Borrower for its failure to do so, nor shall failure to do so constitute grounds for any restraining order, injunction, or other prohibition against or delay in CalHFA's exercise of its remedies under the CalHFA Documents. CalHFA shall not record a Notice of Default related to such initial notice during the period ninety (90) days after the date of such initial notice if such notice relates to a nonmonetary default or defaults under the CalHFA Documents. During the term of such period Locality shall have the right, but not the obligation, to cure any nonmonetary default under such initial notice. Notwithstanding the foregoing, if at any time following the date of the initial notice, there shall occur or be continuing a default in the payment of any amount due CalHFA under the CalHFA Documents, CalHFA shall have the right to, and in its

sole discretion may, record a Notice of Default and proceed to foreclosure based upon any such nonpayment regardless of any extended cure period with respect to nonmonetary defaults.

c. Unless Locality otherwise agrees, CalHFA shall not amend the CalHFA Documents to do any of the following: (i) extend the scheduled maturity date of Borrower's obligations to CalHFA, unless the CalHFA Documents are in default at the time of such extension; (ii) increase the interest rate on Borrower's obligations to CalHFA resulting from a modification of the CalHFA Documents subsequent to the date hereof; (iii) increase the principal amount of Borrower's obligations to CalHFA beyond the original principal amount, except for increases resulting from advances made by CalHFA to preserve and protect CalHFA's security, including taxes, insurance, and costs of collection and or enforcement of the CalHFA Documents; and (iv) change the amortization of Borrower's obligations to CalHFA by which scheduled payments of principal and interest are increased, unless such changes are a result of a default on the CalHFA Documents and/or advances made by CalHFA to preserve and protect CalHFA's security including taxes, insurance, and costs of collection and enforcement of the CalHFA Documents.

d. CalHFA further agrees that it shall not accelerate the CalHFA Loan by reason of any foreclosure by Locality (or acquisition of the Project by Locality in lieu of any such foreclosure) under the terms of the Locality Documents; provided:

(i) there shall not occur or be continuing any default in the payment of any amount owed CalHFA or any obligations required to be performed under the CalHFA Documents; and

(ii) Locality shall not unreasonably delay to proceed to conclusion of such foreclosure or acquisition.

e. Locality has read, understands and approves the CalHFA Documents and agrees to be bound thereby in the event of its foreclosure or acquisition of the Project.

f. The provisions of this Section 1 shall be subject to, and to the extent of any inconsistency, superseded by, the requirements of the HUD-FHA State Agency Risk Share Program, as in effect from time to time.

2. Representations. Locality hereby represents and warrants to CalHFA that at the time of execution of this agreement, the Borrower is in substantial compliance with its obligations to the Locality under the terms of the Locality Documents, and Locality has read and understands the CalHFA Documents and agrees that in the event CalHFA determines there is a conflict of terms between the CalHFA Documents and Locality Documents, the terms of the CalHFA Documents shall prevail.

3. Attorneys Fees & Costs. If any party shall take any action to enforce or otherwise relating to this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and costs from the other party or parties.

4. Amendments. Amendments to this Agreement shall be in writing and signed by all the parties hereto.

5. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of California.

6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, it shall not invalidate or render unenforceable any other part of this Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LOCALITY:

CITY OF NATIONAL CITY

By: _____
Ben Martinez, Interim City Manager

APPROVED AS TO FORM:

By: _____
Barry J. Schultz, City Attorney

BORROWER:

**NATIONAL CITY PACIFIC ASSOCIATES,
A CALIFORNIA LIMITED PARTNERSHIP,**
a California limited partnership

By: **TPC Holdings VII, LLC,**
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Name: _____
Title: _____

By: **Riverside Charitable Corporation**
a California Nonprofit Public Benefit Corporation
Its: Managing General Partner

By: _____
Name: _____
Title: _____

CalHFA:

CALIFORNIA HOUSING FINANCE AGENCY,
a public instrumentality and political subdivision
of the State of California

By: _____

Name _____

Title: _____

ACKNOWLEDGEMENTS

EXHIBIT A

Legal Description

All that certain real property situated in the County of San Diego, State of California, described as follows:

LOT 2 OF CENTRO/REVOLUTION 2, CASE FILE NO. S-2006-5, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN ON [MAP NO. 15807](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 30, 2010 AS INSTRUMENT NO. 2010-0729372 OF OFFICIAL RECORDS.

TOGETHER WITH LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1 OF F. A. KIMBALL'S SUBDIVISION OF THE WEST HALF OF 10 ACRE LOT 4 IN QUARTER SECTION 154 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 585](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 20, 1889.

TOGETHER WITH THAT PORTION OF THE SOUTHERLY 10 FEET OF 11TH STREET AS VACATED BY RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF NATIONAL CITY, DATED NOVEMBER 21, 1911, ADJOINING SAID LOT 1 ON THE NORTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY. A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED SEPTEMBER 13, 1939 IN [BOOK 936, PAGE 311 OF OFFICIAL RECORDS](#).

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, DATED JANUARY 15, 2013, ADJOINING SAID PROPERTIES ON THE SOUTHWEST OF LOT 2, MAP 15807 WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY. A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED FEBRUARY 13, 2013 AS [INSTRUMENT NO. 2013-0098259 OF OFFICIAL RECORDS](#).

SAID LAND IS SHOWN ON THAT CERTAIN NOTICE OF MERGER IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND RECORDED MARCH 10, 2017 AS [INSTRUMENT NO. 2017-0110878 OF OFFICIAL RECORDS](#).

TOGETHER WITH THE EAST 10 FEET OF THE ALLEY, VACATED BY THAT CERTAIN RESOLUTION TO VACATE NO. 2019-137, RECORDED JANUARY 7, 2020 AS [INSTRUMENT NO. 2020-0006575 OF OFFICIAL RECORDS](#), WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID LAND.

EXCEPT FROM A PORTION OF SAID LOT 2 OF MAP 15807 ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE SITE LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF THE SITE OR ANY PORTION THEREOF WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, OR TO USE THE SITE IN SUCH A MANNER AS TO CREATE A DISTURBANCE TO THE USE OR ENJOYMENT OF THE SITE, AS EXCEPTED AND RESERVED IN THE DEED FROM THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY, A PUBLIC BODY, CORPORATE

Exhibit A (continued)
Legal Description

AND POLITIC, RECORDED OCTOBER 26, 2005 AS [INSTRUMENT NO. 2005-0930606 OF OFFICIAL RECORDS](#).

EXCEPTING FROM SAID LOTS 1 THROUGH 3, INCLUSIVE, IN BLOCK 1 OF SAID F.A. KIMBALL'S SUBDIVISION, ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, AS EXCEPTED AND RESERVED IN DEED FROM ORRIE D. KELLY AND MARY LENA KELLEY, HUSBAND AND WIFE, DATED JUNE 22, 1955 AND RECORDED JULY 6, 1955 IN [BOOK 5704, PAGE 425 OF OFFICIAL RECORDS](#).

[APN: 556-554-20-00](#), [556-554-25-00](#), [556-554-26-00](#)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING A SUBORDINATION AGREEMENT WITH NATIONAL CITY PACIFIC ASSOCIATES, LLP, A CALIFORNIA LIMITED PARTNERSHIP, AND THE CALIFORNIA HOUSING FINANCE AGENCY, SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT ENTERED INTO ON DECEMBER 21, 2020 THAT RESTRICTS 26 HOUSING UNITS AT 1105 NATIONAL CITY BOULEVARD IN NATIONAL CITY

WHEREAS, on December 21, 2020, City Council approved a Density Bonus Agreement (“Agreement”) that obligates National City Pacific Associates, LLP (“Developer”) to restrict twenty six (26) units as affordable for a total of fifty-five (55) years; and

WHEREAS, a Performance Deed of Trust was also recorded to secure the Agreement on the property located at 1105 National City Blvd in National City; and

WHEREAS, the Deed of Trust securing the performance of the Agreement will be made subordinate and subject to California Housing Finance Agency’s Deed of Trust through the Subordination Agreement as required by the California Housing Finance Agency that has provided permanent financing to the Developer; and

WHEREAS, the agreement will remain a lien superior to the California Housing Finance Agency’s Deed of Trust.

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

Section 1: The City Council hereby ratifies the Subordination Agreement with National City Pacific Associates, LLP and the California Housing Finance Agency, subordinating the Deed of trust securing the performance of an affordable Housing Density Bonus Agreement entered into on December 21, 2020.

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

PASSED and ADOPTED this 5th day of December 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Housing Authority
Prepared by: Greg Rose, Property Agent
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 1628 Orange Street.

RECOMMENDATION:

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, ratifying a Subordination Agreement with Orange Street Partners, LLC, a California Limited Liability Company, and Quanta Finance Inc., Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into on December 12, 2022, that Restricts One Housing Unit at 1628 Orange Street in National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On December 12, 2022, the City Council approved a Density Bonus Agreement that obligates Orange Street Partners, LLC to restrict one (1) unit as affordable for a total of fifty-five (55) years. A Performance Deed of Trust was also recorded to secure the agreement on the property. This Subordination Agreement will ensure that the Density Bonus Agreement will remain superior to the lender's Deed of Trust, and the Performance Deed of Trust will be made subordinate and subject to the lender's Deed of Trust.

FINANCIAL STATEMENT:

The Housing Authority will collect a Subordination fee of \$375.00 to cover legal fees and staff time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement
Exhibit B - Resolution

No Fees per Government Code 6103

Recording Requested By:

When Recorded Mail To:

National City Housing Authority
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

**SUBORDINATION AGREEMENT
(1628 Orange Street)**

THIS SUBORDINATION AGREEMENT (“Subordination Agreement”) is dated as of the ___ day of November 2023 by the City of National City (“City”), Orange St. Partners, LLC, a California limited liability company (“Borrower”) and Quanta Finance, Inc. (“Lender”).

RECITALS

A. Borrower is the owner of certain real property generally located at 1628 Orange Street, in the City of National City, County of San Diego, California (“Property”), as more particularly described in that certain Deed of Trust dated as of September 10, 2020, and recorded in the Office of the Recorder of the County of San Diego, State of California on September 14, 2020, as Instrument No. 2020-0533854 (“Lender Deed of Trust”).

B. On January 27, 2023, the Borrower recorded against the Property in the Office of the Recorder of the County of San Diego, State of California: (i) an Affordable Housing Density Bonus Agreement (1628 Orange Street) (“Density Bonus Agreement”) by and between the City and Borrower; and (ii) a Deed of Trust (“City Deed of Trust”) executed by the Borrower in favor of the City.

C. City, Lender, and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally be and remain at all times a lien, claim, and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

5. Attorney's Fees. If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorney's fees as awarded in the action.

6. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.

7. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

8. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership, or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

LENDER:

Quanta Finance Inc.

By: _____

Print Name: _____ John Melideo

Its: _____ CEO

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:

Orange St. Partners, LLC, a California limited liability company

By: _____
Keith Robinson, Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:
City of National City

By: _____
Ben Martinez, Interim City Manager

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2022, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2022, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2022, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING A SUBORDINATION AGREEMENT WITH ORANGE STREET PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND QUANTA FINANCE INC., SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT ENTERED INTO ON DECEMBER 12, 2022 THAT RESTRICTS ONE HOUSING UNIT AT 1628 ORANGE STREET IN NATIONAL CITY

WHEREAS, on December 12, 2022, City Council approved a Density Bonus Agreement (“Agreement”) that obligates Orange Street Partners, LLC (“Developer”) to restrict one (1) unit as affordable for a total of fifty-five (55) years; and

WHEREAS, a Performance Deed of Trust was also recorded to secure the Agreement on the property located at 1628 Orange Street in National City; and

WHEREAS, the Deed of Trust securing the performance of the Agreement will be made subordinate and subject to the Quanta Finance Inc. Deed of Trust through the Subordination Agreement as required by Quanta Finance Inc. that has provided permanent financing to the Developer; and

WHEREAS, the Agreement will remain a lien superior to the Quanta Finance Inc. Deed of Trust.

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

Section 1: The City Council hereby ratifies the Subordination Agreement with Orange Street Partners, LLC and Quanta Finance Inc., subordinating the Deed of Trust securing the performance of an affordable Housing Density Bonus Agreement entered into on December 12, 2022.

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

PASSED and ADOPTED this 5th day of December 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Janel Pehau, Financial Analyst
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Redevelopment Obligations Payment Schedule for Fiscal Year 2024-25 (ROPS 24-25) and Associated Administrative Budget (SUCCESSOR AGENCY)

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, Approving the Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2024, Through June 30, 2025 (ROPS 24-25) with Expenditures Totaling \$4,250,528, Approving the Associated Administrative Budget of \$190,000, and Approving the Submittal of both to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Background. Effective February 1, 2012, all Redevelopment Agencies in California were dissolved, and "Successor Agencies" were established to wind down the affairs of the former redevelopment agencies under the direction of oversight boards. Health and Safety Code Section 34177 requires successor agencies to perform a number of functions, one of which is to prepare a Recognized Obligation Payment Schedule (ROPS) before each fiscal period that details amounts required to be spent and the source of funds for those expenditures. Each successor agency must submit the ROPS to its oversight board for approval, after which it is forwarded for review and approval to the State Department of Finance (DOF), with copies to the County Auditor and Controller and State Controller's Office. The San Diego County Oversight Board will consider the Agency's ROPS at its January 18, 2024 meeting. ROPS 24-25 is due to the State Department of Finance (DOF) by February 1, 2024. In addition, successor agencies are required to prepare and submit to the oversight board an administrative budget that details the estimated administrative costs for each upcoming ROPS period. DOF does not review the administrative budget.

Even though the ROPS covers an entire fiscal year, the standardized form distributed by DOF requires that obligation payment amounts be assigned to either the "A" portion of the fiscal year (July through December) or the "B" portion of the year (January through June). The assignment of expenses to one half or the other of the fiscal year is designed not to restrict when authorized amounts may be spent during the fiscal year, but to facilitate the distribution of redevelopment property tax trust fund (RPTTF) monies, the primary source of funding for the ROPS. These monies are the equivalent of the tax increment revenues that were previously allocated to the former redevelopment agencies. The County of San Diego maintains a separate RPTTF for each

successor agency within the county. RPTTF monies are distributed on June 1 and January 2 by the County Auditor and Controller. The June 1 distribution is for expenditures expected to occur during the “A” portion of the upcoming ROPS cycle, while the January 2 distribution provides cash for the second half (“B” portion) of the cycle.

Should changes to the ROPS be necessary after the ROPS has been approved by DOF, each successor agency is allowed to amend it one time per ROPS period. The amendment must be submitted to DOF by October 1, and successor agencies may amend only the amounts requested for payment of approved enforceable obligations that fall within the “B” portion of the year; no new obligations can be created through the amendment process.

ROPS 24-25. The proposed Recognized Obligation Payment Schedule for the July 1, 2024, through June 30, 2025 period (ROPS 24-25) for the National City Successor Agency, attached as Exhibit A, totals \$4.25 million. Of that amount, \$3.81 million is allocated to the first half of the fiscal year and \$0.42 million to the second half of the fiscal year. (Note: The ROPS schedules are in the form of the anticipated schedules to be issued by the State Department of Finance. These schedules must be completed on DOF’s website but were not available in time to meet the agenda formation deadline. Once they are available, staff will enter the amounts as shown in Exhibit A.)

Beginning with ROPS 24-25, the only obligations remaining are those related to debt service and administrative costs:

Debt service: In September 2017, all of the Successor Agency’s outstanding tax allocation bonds (Series 1999, 2005B, and 2011) were refunded to reduce future debt service costs on the bonds by an annual average of \$1.0 million through final maturity in August 2032. For the ROPS 24-25 period, debt service payments on the 2017 refunding bonds will total \$4.1 million (Items 180 – 183). Annual Trustee and financial reporting fees related to the bonds are expected to total \$8,000 (Items 128 and 162).

Administrative Cost Allowance (ACA) and Administrative Budget: The administrative cost allowance is governed by Health and Safety Code (HSC) section 34171 (b). The Code provides for an ACA that is equal to up to 3% of the authorized RPTTF, excluding amounts for administrative costs and city loan repayments (the “adjusted RPTTF”), with a minimum ACA of \$250,000 annually as long as the \$250,000 does not equal more than 50% of the RPTTF distribution. The Code also provides that the ACA is subject to approval of the Oversight Board and that it may reduce the amount requested by a successor agency. DOF provides a methodology for the 3% calculation that uses the prior year’s adjusted RPTTF distribution. The 2023-24 adjusted RPTTF for the National City Successor Agency is \$3,948,260. When multiplied by 3%, it would result in an ACA for ROPS 24-25 of \$118,448, which is below the minimum of \$250,000. Based on staff’s analysis of estimated costs to operate the Successor Agency, ROPS 24-25 requests \$190,000 for the ACA. The Administrative Budget, attached as Exhibit B, details the estimated administrative expenditures for the ROPS 24-25 period.

Report of Cash Balances: Each ROPS submittal includes a report regarding Successor Agency cash balances. The reporting period is three years prior to the upcoming ROPS period, so in the case of ROPS 24-25, the report covers the status of the Successor Agency’s cash as of the end of ROPS 21-22. The State Department of Finance reviews the Report of Cash Balances and in conjunction with City staff, makes a determination regarding how much of the cash balance is to be applied to the upcoming ROPS in lieu of new RPTTF monies. The Report of Cash Balances indicates an available total of \$317,000 from a combination of Reserve Balance (amounts carried over from one year to another), Other Funds (interest earnings and loan repayments), and unspent RPTTF from ROPS 21-22.

FINANCIAL STATEMENT:

The projected amount of property taxes to be deposited by the County into the National City Successor Agency's RPTTF account for ROPS 24-25 is \$28.9 million. Of this amount, an estimated \$6.8 million would be distributed as pass-through payments to the affected taxing entities (including the City) and to the County for administrative costs. The City's share of the pass-through payments is expected to be approximately \$670,000. Then, after applying \$4.3 million to the expenditures for the items listed on ROPS 24-25, approximately \$16.1 million would remain for distribution to the affected taxing entities as residual balance, of which the City of National City's share would be approximately \$2.9 million.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Form of ROPS 24-25

Exhibit B – ROPS 24-25 Administrative Budget

Exhibit C - Resolution

**Recognized Obligation Payment Schedule (ROPS 24-25)
Summary for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: National City
County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 3,831,626	\$ 418,902	\$ 4,250,528
F RPTTF	3,736,626	323,902	4,060,528
G Administrative RPTTF	95,000	95,000	190,000
H Current Period Enforceable Obligations (A+E)	\$ 3,831,626	\$ 418,902	\$ 4,250,528

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

**National City Successor Agency
Form of Recognized Obligation Payment Schedule (ROPS) 24-25**

Item #	Project Name/Debt Obligation	Beginning Date	Ending Date	Payee	Description/Project Scope	Total Outstanding Debt or Obligation	Retired	ROPS 24-25 Total	Funding Sources ROPS 24-25A (Jul - Dec)*		Funding Sources ROPS 24-25B (Jan - Jun)*			
									Redevelopment Property Tax Trust Fund (RPTTF)	Admin RPTTF	ROPS 24-25A Total	Redevelopment Property Tax Trust Fund (RPTTF)	Admin RPTTF	ROPS 24-25B Total
Totals						32,911,104		4,250,528	3,736,626	95,000	3,831,626	323,902	95,000	418,902
87	Personnel and Admin Costs	7/1/2024	6/30/2025	City of National City	Personnel and other support services for SA	190,000	N	190,000	-	95,000	95,000		95,000	95,000
128	Contract for Financial Analysis	2/1/2017	12/31/2025	NHA Advisors	Financial and bond adviser/annual disclosure	4,000	N	4,000	4,000	-	4,000			-
162	Bonds	7/1/2018	8/1/2032	Bank of New York	Fiscal Agent Fees	4,000	N	4,000	4,000	-	4,000			-
180	2017 Tax Allocation Refunding Bond - Series A Principal Payment	9/27/2017	8/1/2032	Bank of New York Mellon Trust Company, N. A.	Bonds issued to refund the outstanding principal balance of the 2005B and 2011 TABs	28,016,000	N	3,139,000	3,139,000	-	3,139,000			-
181	2017 Tax Allocation Refunding Bond - Series A Interest Payment	9/27/2017	8/1/2032	Bank of New York Mellon Trust Company, N. A.	Bonds issued to refund the outstanding principal balance of the 2005B and 2011 TABs	3,167,878	N	658,518	348,799	-	348,799	309,719		309,719
182	2017 Tax Allocation Refunding Bond - Series B Principal Payment	9/27/2017	8/1/2029	Bank of New York Mellon Trust Company, N. A.	Bonds issued to refund the outstanding principal balance of the 1999 TAHBs	1,426,000	N	224,000	224,000	-	224,000			-
183	2017 Tax Allocation Refunding Bonds - Series B Interest Payment	9/27/2017	8/1/2029	Bank of New York Mellon Trust Company, N. A.	Bonds issued to refund the outstanding principal balance of the 1999 TAHBs	103,226	N	31,010	16,827	-	16,827	14,184		14,184

* This version of the ROPS has been condensed for readability. The full ROPS form contains three other funding categories in addition to the RPTTF, but because none of them apply to the National City Successor Agency, they have been omitted from the schedule. Those other possible funding sources include Bond Proceeds, Reserve Balance and Other Funds.

**Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source								
A	B	C	D	E	F	G	H	
		Fund Sources						
		Bond Proceeds	Reserve Balance	Other Funds	RPTTF			
ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount		1,465	193,236	770,858	1,978,769	E1 = reserve balance available from R20-21; F1 = sum of prior period amounts applied to future periods; G1 = sum of prior period PPA amounts applied to future periods	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller		0		64,966	2,774,138	G2 = ROPS 21-22A (\$2,202,942) + ROPS 21- 22B (\$571,196)	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)		0		248,703	4,092,737	F3 + G3 = total expenditures reported on PPA	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		1,465		522,155	601,372	F4 = sum of remaining other funds applied by DOF to future periods; G4 = sum of \$547,514 and \$53,858 applied by DOF to R22-23 and R23-24, respectively	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC	No entry required					58,798	
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4). G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 193,236	\$ 64,966	\$ 0		

**Successor Agency to the Community Development Commission
as the National City Redevelopment Agency**

Administrative Budget: ROPS 24-25

Expenditures (Estimated Amounts per GC 34177(j)(1))

Personnel*	Annual Salaries & Benefits FY24-25	% Allocated	Annual Cost	Six Month Cost Admin Budget ROPS 24-25A	Six Month Cost Admin Budget ROPS 24-25B
City Manager/Executive Director	332,837	4%	13,313	6,657	6,657
Executive Assistant IV	120,832	3%	3,625	1,812	1,812
Management Analyst III	136,367	10%	13,637	6,818	6,818
City Attorney	291,883	4%	11,675	5,838	5,838
Executive Assistant IV	114,481	3%	3,434	1,717	1,717
City Clerk/Records Management Officer	150,309	3%	4,509	2,255	2,255
Executive Secretary	98,913	3%	2,967	1,484	1,484
Director, Housing	210,042	5%	10,502	5,251	5,251
Real Property Agent	132,216	10%	13,222	6,611	6,611
Administrative Services Director	254,611	2%	5,092	2,546	2,546
Financial Services Officer	189,321	2%	3,786	1,893	1,893
Budget Manager	176,108	2%	3,522	1,761	1,761
Financial Analyst (part time)	65,204	30%	19,561	9,781	9,781
Senior Accountant	129,267	3%	3,878	1,939	1,939
Accountant	115,613	2%	2,312	1,156	1,156
Accountant	97,415	2%	1,948	974	974
Administrative Technician	101,802	2%	2,036	1,018	1,018
Senior Accounting Assistant	90,176	2%	1,804	902	902
Various as needed	N/A	N/A	36,175	18,088	18,088
Total Personnel			157,000	78,500	78,500
Maintenance & Operations					
Professional Services**			14,400	7,200	7,200
Internal Service Charges			16,100	8,050	8,050
Miscellaneous Expenditures (supplies, equipment use, etc)			2,500	1,250	1,250
Total M&O			33,000	16,500	16,500
Total Expenditures			190,000	95,000	95,000
Funding Sources					
RPTTF - Administrative Allowance			190,000	95,000	95,000
Total Funding Sources			190,000	95,000	95,000

* Personnel responsibilities include, but are not limited to, providing executive direction and legal guidance for the operations of the SA, scheduling and maintaining records of the meetings of the Successor Agency, preparing agenda materials for the SA Board, managing litigation, developing the ROPS for each annual period, projecting and managing the cash flow of the SA, managing contracts with service providers, executing the Long Range Property Management Plan, managing the payments to vendors, accounting for all transactions of the SA in the general ledger, and preparing annual financial statements. Not represented on this schedule, but playing an important policy role in the administration of the Successor Agency, are the City's Mayor and Council Members who serve as the Board for the Successor Agency. All personnel costs are estimates and exclude overhead costs.

** Professional Services include a share of the costs for the City's annual audit and a splitting of costs between the City and the Successor Agency for a consultant that provides assessed value and property tax analytics for all parcels within National City.

RESOLUTION NO. 2023 –

RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 (ROPS 24-25) WITH EXPENDITURES TOTALING \$4,250,528, APPROVING THE ASSOCIATED ADMINISTRATIVE BUDGET OF \$190,000, AND APPROVING THE SUBMITTAL OF BOTH TO THE COUNTY OF SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

WHEREAS, the City Council established the Redevelopment Agency of the City of National City (the “Redevelopment Agency”) by Ordinance No. 1164, dated April 11, 1967; and

WHEREAS, the City Council established the Housing Authority of the City of National City (the “Housing Authority”) by Ordinance No. 1484, dated October 14, 1975; and

WHEREAS, the City Council established the Community Development Commission of the City of National City (the “CDC”) by Ordinance No. 1484, dated October 14, 1975, and vested the CDC with all of the powers, duties, and responsibilities of both the Redevelopment Agency and the Housing Authority, among other matters, for the purpose of enabling the CDC to operate and govern the Redevelopment Agency and the Housing Authority under a single board and as a single operating entity. The CDC acting in its capacity as the Redevelopment Agency of the City of National City is referred to herein as the “CDC-RDA”; and

WHEREAS, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, pursuant to AB 26, the City Council adopted Resolution No. 2012-15 on January 10, 2012, electing to be the Successor Agency to the CDC-RDA. The Successor Agency is a legal entity that exists separate and independent from the City of National City. The Successor Agency formally named itself the “Successor Agency to the Community Development Commission as the National City Redevelopment Agency”; and

WHEREAS, Health and Safety Code section 34177(l) requires each successor agency to prepare a Recognized Obligation Payment Schedule (ROPS) prior to each upcoming fiscal period and submit it for approval to its oversight board; and

WHEREAS, a recognized obligation payment schedule for the period of July 1, 2024 through June 30, 2025 (ROPS 24-25) with expenditures totaling \$4,250,528 has been submitted by the Executive Director for consideration and approval by the Board of the Successor Agency; and

WHEREAS, the ROPS 24-25 shall hereafter be submitted for review and approval to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board, and submitted to the County Administrative Officer, County Auditor/Controller, State Department of Finance, and State Controller as required by Health and Safety Code section 34177(l); and

WHEREAS, an Administrative Budget for the Successor Agency for the ROPS 24-25 period with estimated expenditures totaling \$190,000 has been submitted by the Executive Director for consideration and approval by the Board of the Successor Agency; and

WHEREAS, the ROPS 24-25 Administrative Budget shall hereafter be submitted for review and approval to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board; and

WHEREAS, the Successor Agency's ROPS 24-25, which is consistent with the requirements of the Health and Safety Code and other applicable law, is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Successor Agency's ROPS 24-25 Administrative Budget, which is consistent with the requirements of the Health and Safety Code and other applicable law, is attached to this Resolution as Exhibit "B"; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: The foregoing recitals are true and correct, and are hereby made by this reference a substantive part of this Resolution.

Section 2: The Successor Agency's ROPS 24-25, which is attached hereto as Exhibit "A", is approved.

Section 3: The Successor Agency's ROPS 24-25 Administrative Budget, which is attached hereto as Exhibit "B", is approved.

Section 4: The Executive Director, or designee, is hereby authorized and directed to:

(i) submit the ROPS 24-25 and the ROPS 24-25 Administrative Budget to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board for approval in such format as may be directed by the Oversight Board or the County of San Diego; and

(ii) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency; and

(ii) take such other actions and execute such other documents as are necessary to comply with Health and Safety Code 34177 with regard to ROPS 24-25, and to amend the ROPS 24-25 administratively to reflect the most current cost estimates for all items and the most current prior period actual cost or cash data, or to conform to the direction, guidance,

and/or requirements related to ROPS 24-25 by the Oversight Board, Department of Finance, or other reviewing agencies.

Section 4: The Successor Agency determines that this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.

Section 5: This Resolution shall take effect upon the date of its adoption.

PASSED and ADOPTED this 5th day of December 2023.

Ron Morrison, Chair

ATTEST:

Shelley Chapel, MMC, City Clerk as
Secretary to the Successor Agency

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney
Successor Agency Counsel



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Warrant Register #13 for the period of 09/22/23 through 9/28/23 in the amount of \$697,539.32

RECOMMENDATION:

Ratify Warrants Totaling \$697,539.32

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 9/22/23 – 9/28/23. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
HealthNet	365293	\$68,499.93	GRP# R1192A October 2023
Ortiz Corporation	365307	\$112,017.69	CIP Sewer Upsize Project
SDG&E	365314	\$94,355.52	Gas & Electric Utilities

FINANCIAL STATEMENT:

Warrant total \$697,539.32

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 - Warrant Register No. 13



**WARRANT REGISTER # 13
9/28/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Fire</u>				
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS, JACKETS, PATCHES, SEWING AND	365267	9/28/23	24,484.99
		Total for Department		24,484.99
<u>CMO</u>				
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - JULY 2023	365280	9/28/23	2,120.90
		Total for Department		2,120.90
<u>NSD</u>				
HUESO	REIMBURSEMENT PC832 / NSD	365298	9/28/23	69.00
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 SMART SOURCE / NSD	365319	9/28/23	116.93
SOTO	REIMBURSEMENT SOTO PC832 / NSD	365320	9/28/23	69.00
		Total for Department		254.93
<u>RISK</u>				
BASZAK	LIABILITY CLAIM COST	365274	9/28/23	354.00
		Total for Department		354.00
<u>Finance</u>				
DELTA DENTAL INSURANCE CO	OCTOBER 2023 GRP#05-7029600000 PMI DENTA	365281	9/28/23	1,877.19
DELTA DENTAL INSURANCE CO	OCTOBER 2023 - GRP #05-7029600002 COBRA	365282	9/28/23	142.11
DELTA DENTAL OF CALIFORNIA	OCTOBER 2023 GRP #05-0908600000 DENTAL I	365283	9/28/23	16,425.94
HEALTH NET	GRP# R1192R - OCTOBER 2023 HEALTH NET	365292	9/28/23	923.49
HEALTH NET INC	GRP#R1192A - OCTOBER 2023 HEALTH NET INS	365293	9/28/23	68,499.93
HEALTH NET INC	GRP#GX011A - OCTOBER 2023 HEALTH NET IN	365294	9/28/23	28,523.11
HEALTH NET INC	GRP#LB439A - OCTOBER 2023 HEALTH NET INS	365295	9/28/23	23,639.16
HEALTH NET INC	GRP.#LB439F - OCTOBER 2023 HEALTH NET IN	365296	9/28/23	774.98
		Total for Department		140,805.91
<u>Community Services/Nutrition/Library</u>				
AMAZON	SUPPLIES FOR MORNING SOCIALS SENIOR REC.	365271	9/28/23	341.54
HOME DEPOT CREDIT SERVICES	SUPPLIES FOR MISS NATIONAL CITY	365297	9/28/23	116.98
STAPLES BUSINESS ADVANTAGE	MOP 45704 MLK AND CASA OFFICE SUPPLIES	365321	9/28/23	153.69
T'S & SIGNS INC	MISS NATIONAL CITY EDUCATIONAL PAGEANT	365326	9/28/23	239.25
		Total for Department		851.46
<u>Human Resources</u>				
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS - OCTOBER	365269	9/28/23	8,604.00
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	365270	9/28/23	330.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS -	365284	9/28/23	448.00



**WARRANT REGISTER # 13
9/28/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	365288	9/28/23	10.50
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	365303	9/28/23	2,351.91
T'S & SIGNS INC	DEPARTMENTAL POLO SHIRTS~	365326	9/28/23	234.90
Total for Department				11,979.31
 <u>Police</u>				
ADAMOS	TRAINING ADV LDG ASSRTV SPRVSN	365268	9/28/23	411.23
CANINE TACTICAL OPERATIONS	TRAINING TUITION SKIDDS	365276	9/28/23	650.00
DOUGHERTY	TRAINING ADV LDG ASSRTV SPRV	365286	9/28/23	701.94
FERNANDO	TRAINING SLI 2 ADV SUB	365287	9/28/23	422.70
GONZALES	TRAINING CRISIS NEG LDG	365289	9/28/23	421.61
DEPT OF JUSTICE	DOJ FINGERPRINTING	365285	9/28/23	224.00
LEXIPOL LLC	FY 2024 POLICY & PROCEDURE MANAGEMENT	365302	9/28/23	34,211.25
POLICE AND FIRE PSYCHOLOGY	PSYCHOLOGICAL TEST	365310	9/28/23	700.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 / OFFICE SIPLIES / PD	365321	9/28/23	68.47
Total for Department				37,811.20
 <u>Engineering / PW's</u>				
CALIFORNIA COMMERCIAL POOL	CIP 22-01 LAS PALMAS POOL RENOVATION - ENG	365275	9/28/23	26,118.11
NATIONAL ELECTRIC WORKS, INC.	CIP 20-03 CIVIC CETNER BASEMENT POWER UP	365305	9/28/23	3,176.59
ORTIZ CORPORATION	CIP 20-01 P1 SEWER UPSIZE PROJECT PHASE	365307	9/28/23	112,017.69
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-20 SWTWATER RD PROTECTED BIKEWAY-	365272	9/28/23	46,320.20
CHEN RYAN ASSOCIATES INC	SWEETWATER RD- ENG/PW	365277	9/28/23	13,220.00
HDR ENGINEERING, INC.	CIP 19-11 PARADISE CRK AT PLAZA PHS II-	365291	9/28/23	1,980.00
KIMLEY HORN	CIP 21-28 PARADISE WETLAND- ENG/PW	365300	9/28/23	25,087.43
KTUA	NC OLDCC INSTLL RESILIENCY GRNT- ENG/PW	365301	9/28/23	11,885.00
NERI LANDSCAPE ARCHITECTURE	WETLAND EXPANSION AND PARK SITE- ENG/PW	365306	9/28/23	21,734.00
PROJECT PROFESSIONALS CORP	CIP 22-19 SB 1 ST RESURFACING- ENG/PW	365312	9/28/23	26,820.07
STC TRAFFIC INC	PLAZA BLVD TSA & SYNCHRO- ENG/PW	365322	9/28/23	3,740.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY24	365314	9/28/23	94,355.52
APS LIGHTING & SAFETY PRODUCTS	MOP 87645 LIGHTING SUPPLIES FY24-PW/EQM	365273	9/28/23	199.13
GRAINGER	MOP 65179 GENERAL SUPPLIES FY24-PW/FACIL	365290	9/28/23	174.54
MASON'S SAW	MOP LANDSCAPE SUPPLIES FY24-PW/PARKS	365304	9/28/23	459.06
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	365308	9/28/23	226.44
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	365309	9/28/23	16.90
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FACIL	365311	9/28/23	504.83
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	365313	9/28/23	373.35
SEDANO FORD OF LM, INC.	R&M CITY VEHICLES FY24-PW/EQM	365315	9/28/23	1,160.23
SHARPLINE SOLUTIONS INC	STREET SUPPLIES FY24-PW/STREETS/SIGN	365316	9/28/23	4,373.45
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PAR	365318	9/28/23	207.92
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY24 JUL-SEPT-	365323	9/28/23	2,606.20
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 GENERAL SUPPLIES FY24-PW/FACIL	365327	9/28/23	47.99
VORTEX INDUSTRIES INC	EXIT ROLLING GRILLE INSTALLATION-PW/FACI	365329	9/28/23	9,379.94
WEST COAST ARBORISTS	CITY WIDE TREE TRIMMING SERVICES FY24-PW	365330	9/28/23	8,313.10
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	365331	9/28/23	162.08



**WARRANT REGISTER # 13
9/28/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WHITE CAP, LP	SAFETY APPAREL FY24-PW/PARKS	365332	9/28/23	336.01
Total for Department				452,308.89
<u>City Clerk</u>				
CIVICPLUS, LLC	MUNICIPAL CODE CODIFICATION - CIVIC PLUS	365278	9/28/23	143.63
CORODATA RECORDS	OFFSITE FILE STORAGE - CORODATA	365279	9/28/23	106.00
HUSSAIN	MILEAGE REIMBURSEMENT - TECHNICAL TRAINING	365299	9/28/23	181.16
SHRED-IT	RECORDS DESTRUCTION - SHRED IT	365317	9/28/23	823.68
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	365324	9/28/23	848.19
TRANS-LANG	COUNCIL MTG. TRANSLATION SERVICES - TRAN	365325	9/28/23	2,253.30
Total for Department				4,355.96
A/P Warrant Total				675,327.55
WIRED PAYMENTS				
<u>Police</u>				
U S BANK	CREDIT CARD EXPENSES / CSD	903748	9/28/23	369.80
<u>Engineering / PW's</u>				
CALRECYCLE	CALRECYCLE REFUND - BEVERAGE CONTAINER R	170	9/28/23	15,539.00
<u>CMO</u>				
U S BANK	CREDIT CARD STATEMENT -ESTHER CLEMENTE -	552010	9/22/23	424.74
<u>Community Services/Nutrition/Library</u>				
U S BANK	TRAINING CREDIT CARD	903748	9/28/23	5,878.23
GRAND TOTAL				697,539.32



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Warrant Register #14 for the period of 09/29/23 through 10/5/23 in the amount of \$5,162,012.71

RECOMMENDATION:

Ratify Warrants Totaling \$5,162,012.71

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 9/29/23 – 10/5/23. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Kimley Horn	365467	\$68,088.02	CIP Eastside I-805 Communi
Neri Landscape	365478	\$140,192.01	CIP El Toyon Grant Improve
AEP California	365418	\$80,765.67	3 Interceptor
California Com Pool	365435	\$303,175.13	CIP Las Palmas Pool Renov
KTUA	365469	\$229,881.02	NC Old CC Installation Resiliency
LC Paving & Sealing	365470	\$195,514.06	CIP Sweetwater Road Bikeway
National Auto Fleet	365476	\$237,928.30	2022 Ford Superduty F-350 / Fire
Ortiz Corporation	365481	\$358,624.91	CIP Sewer Upsize Project
Bureau Veritas	365433	\$60,965.88	Bureau Veritas Inspections
Admisure, Inc	3798	\$78,776.90	Worker’s Comp / September
Public Emp Ret Systm	230929	\$333,768.97	Service Period 9/5/23 – 9/18/23

FINANCIAL STATEMENT:

Warrant total \$5,162,012.71

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 - Warrant Register No. 14



**WARRANT REGISTER # 14
10/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>CMO</u>				
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICE - PORT OF SAN DIEGO	365450	10/5/23	600.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/ CMO	365496	10/5/23	714.51
Total for Department				1,314.51
<u>Housing/Section 8</u>				
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING JULY 2023 FOR SECTI	365443	10/5/23	438.23
OFFICE SOLUTIONS BUSINESS	MOP OFFICE SUPPLIES FOR SECTION 8 DEPART	365480	10/5/23	228.67
SHRED-IT	SEPTEMBER- 0923 MONTHLY SERVICE FOR SECT	365493	10/5/23	132.72
KIMLEY HORN	TOWER 999 TRANSACTION ASSISTANCE FOR	365468	10/5/23	1,105.01
Total for Department				1,904.63
<u>Police</u>				
ACADEMI TRAINING CENTER LLC	SWAT TRAINING SHOOT	365416	10/5/23	1,008.09
ACE UNIFORMS & ACCESSORIES INC	HONOR GUARD EQUIP	365417	10/5/23	2,551.84
FON JON PET CARE CENTER	DAVIS BOARDING 5/20-5/29/2023	365457	10/5/23	643.00
VCA MAIN ST ANIMAL HOSPITAL	CANINE VET CARE LOKI	365504	10/5/23	3,714.88
VWR	FACE MASKS FOR P&E	365505	10/5/23	99.09
AXON ENTERPRISE INC	TRAINING TUITION TASER INSTRCTR	365429	10/5/23	990.00
BARRAGAN	TRAINING ADV LDG UAS BARRAGAN	365430	10/5/23	332.22
CAMACHO	TRAINING ADV LDG USRGRP	365438	10/5/23	525.32
DAVIS	TRAINING ADV SUB SKIDDS	365449	10/5/23	545.47
FITCHHORN	TRAINING ADV LDG USRGRP	365455	10/5/23	525.32
HAWK	TRAINING ADV LDG TSR INSTRCTR	365461	10/5/23	142.29
HERNANDEZ	TRAINING ADV LDG FRC ENCTR	365463	10/5/23	495.90
LACRTC	TRAINING TUITION UAS BASIC BARRAGAN	365471	10/5/23	1,199.00
LOZANO	TRAINING ADV LDG USRGRP	365473	10/5/23	456.50
RAMIREZ	TRAINING FORCE ENCNTN	365485	10/5/23	495.90
WADSWORTH	TRAINING ADV LDG AXON	365506	10/5/23	142.29
Total for Department				13,867.11
<u>Engineering / PW's</u>				
AIRGAS USA LLC	MOP 45714 SAFETY APPAREL FY24-PW/STREETS	365419	10/5/23	123.46
ASBURY ENVIRONMENTAL SVS	USED OIL SERVICE FY24-PW/EQM	365424	10/5/23	100.00
ASSI SECURITY INC	CITY-WIDE SECURITY REPAIRS FY24-PW/FACIL	365425	10/5/23	11,958.00
CALIFORNIA DIESEL COMPLIANCE	PSIP-STATEWIDE- SMOKE OPACITY TEST FY24-	365436	10/5/23	480.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	365448	10/5/23	4,720.60
FLORES	LICENSE REIMBURSEMENT	365456	10/5/23	170.00
HAAKER EQUIPMENT COMPANY	6" DEBRIS CATCHER FY24-PW/SEWER	365459	10/5/23	276.23
HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES FY24-PW/PARKS	365465	10/5/23	1,133.93
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES FY24-PW/PAR	365474	10/5/23	938.05
MUNICIPAL MAINTENANCE EQUIP	STREET SWEEPER MAINTENANCE FY24-PW/EQM	365475	10/5/23	1,115.40
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FACIL	365483	10/5/23	561.37



**WARRANT REGISTER # 14
10/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / PW	365484	10/5/23	750.14
RED WING BUSINESS	WORK BOOTS FOR WASTEWATER FY24-PW/SEWER	365486	10/5/23	181.05
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS S	365490	10/5/23	47,057.10
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS S	365491	10/5/23	135.20
SOUTH COAST EMERGENCY	VEHICLE PARTS FY24-PW/EQM	365494	10/5/23	729.95
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY24 JUL-S	365499	10/5/23	41,038.85
WETMORES	DEF FLUID 2.5 GAL BOTTLE FY24-PW/EQM	365507	10/5/23	952.65
WHITE CAP, LP	SAFETY SUPPLIES FY24-PW/EQM	365508	10/5/23	450.85
ANSER ADVISORY MANAGEMENT, LLC	WASTEWATER MANAGEMENT SUPPORT- ENG/PW	365423	10/5/23	786.80
CHEN RYAN ASSOCIATES INC	CIP 22-16 CITYWIDE PED. SFTY ENHANCEMNTS	365440	10/5/23	3,270.00
D-MAX ENGINEERING INC	T&A 90552 NC AZURIIK 233 ROOSEVELT AVE.-	365451	10/5/23	6,200.31
D-MAX ENGINEERING INC	CIP 21-28 WETLAND EXPANSN & PRK PROJ.- E	365452	10/5/23	1,581.46
GEOSYNTEC CONSULTANTS INC	CIP 21-16 CNC COMPLIANCE WORK- ENG/PW	365458	10/5/23	9,859.85
HDR ENGINEERING, INC.	CIP 20-01 NC SEWER LINE UPSIZING- ENG/PW	365462	10/5/23	853.50
KELLY	REFUND OF T&A 90624- ENG/PW	365466	10/5/23	1,500.00
KIMLEY HORN	CIP 20-09 NC EASTSIDE I-805 COMMUNI.- EN	365467	10/5/23	68,088.02
NERI LANDSCAPE ARCHITECTURE	CIP 22-26 EL TOYON PRK GRANT IMPRVMNTS D	365478	10/5/23	140,192.01
NV5 INC	NC PLAN CHECK SERVICES- ENG/PW	365479	10/5/23	19,471.52
REYNOLDS	REFUND OF T&A 90643- ENG/PW	365487	10/5/23	269.74
STC TRAFFIC INC	TRAFFIC SIGNAL SUPPORT SERVICES- ENG/PW	365497	10/5/23	4,742.68
WSP USA INC	T&A 90623 NC 3410 VALLEY RD ENVRNMNTAL D	365511	10/5/23	133.80
ZAPPIELLO	TRAVEL EXPENSE REPORT FOR LUCA ZAPPIELLO	365512	10/5/23	8.31
AEP CALIFORNIA LLC	INV-31284,31366,31448 -3 INTERCEPTOR BUI	365418	10/5/23	80,765.67
CALIFORNIA COMMERCIAL POOL	CIP 22-01 LAS PALMAS POOL RENOVATION - E	365435	10/5/23	303,175.13
HARBOR COATING	CIP 22-42 PD PARKING STRUCTURE WATERPROO	365460	10/5/23	13,205.16
KTUA	NC OLDCC INSTALLATION RESLIENCY GRANT- E	365469	10/5/23	229,881.02
L C PAVING & SEALING INC	CIP 19-20 SWEETWATER ROAD BIKEWAY -ENG/P	365470	10/5/23	195,514.06
NATIONAL AUTO FLEET GROUP	2022 FORD SUPER DUTY F-350 FOR FIRE - F3	365476	10/5/23	237,928.30
ORTIZ CORPORATION	CIP 20-01 P1 SEWER UPSIZE PROJECT PHASE	365481	10/5/23	358,624.91
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-33 PARADISE CREEK EDUCATIONAL PAR	365502	10/5/23	34,432.75
			Total for Department	1,823,357.83
<u>NSD</u>				
ACE UNIFORMS & ACCESSORIES INC	HONOR GUARD EQUIP	365417	10/5/23	2,551.84
			Total for Department	2,551.84
<u>Risk</u>				
NATIONAL JUSTICE	LIABILITY CLAIM COST	365477	10/5/23	1,500.00
			Total for Department	1,500.00
<u>Planning / Building</u>				
BUREAU VERITAS N AMERICA INC	BUREAU VERITAS INSPECTION INVOICE	365433	10/5/23	60,965.88
ESGIL LLC	ESGIL BUILDING PLAN CHECK INVOICE	365453	10/5/23	6,177.04
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES	365496	10/5/23	365.70



**WARRANT REGISTER # 14
10/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE STAR NEWS	THE STAR-NEWS AD	365501	10/5/23	371.57
Total for Department				67,880.19
<u>Finance</u>				
BAVENCOFF JR	RETIREE HEALTH BENEFITS - Oct 2023	365333	10/5/23	500.00
BEARD	RETIREE HEALTH BENEFITS - Oct 2023	365334	10/5/23	70.00
BECK	RETIREE HEALTH BENEFITS - Oct 2023	365335	10/5/23	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - Oct 2023	365336	10/5/23	640.00
BISHOP	RETIREE HEALTH BENEFITS - Oct 2023	365337	10/5/23	110.00
BOEGLER	RETIREE HEALTH BENEFITS - Oct 2023	365338	10/5/23	260.00
BULL	RETIREE HEALTH BENEFITS - Oct 2023	365339	10/5/23	580.00
CAMEON	RETIREE HEALTH BENEFITS - Oct 2023	365340	10/5/23	400.00
CANEDO	RETIREE HEALTH BENEFITS - Oct 2023	365341	10/5/23	620.00
CASTELLANOS	RETIREE HEALTH BENEFITS - Oct 2023	365342	10/5/23	500.00
COLE	RETIREE HEALTH BENEFITS - Oct 2023	365343	10/5/23	165.00
COLLINSON	RETIREE HEALTH BENEFITS - Oct 2023	365344	10/5/23	420.00
CONDON	RETIREE HEALTH BENEFITS - Oct 2023	365345	10/5/23	280.00
CORDERO	RETIREE HEALTH BENEFITS - Oct 2023	365346	10/5/23	520.00
DALLA	RETIREE HEALTH BENEFITS - Oct 2023	365347	10/5/23	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - Oct 2023	365348	10/5/23	250.00
DEESE	RETIREE HEALTH BENEFITS - Oct 2023	365349	10/5/23	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - Oct 2023	365350	10/5/23	110.00
DIAZ	RETIREE HEALTH BENEFITS - Oct 2023	365351	10/5/23	680.00
DREDGE	RETIREE HEALTH BENEFITS - Oct 2023	365352	10/5/23	250.00
DUONG	RETIREE HEALTH BENEFITS - Oct 2023	365353	10/5/23	280.00
EISER III	RETIREE HEALTH BENEFITS - Oct 2023	365354	10/5/23	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - Oct 2023	365355	10/5/23	620.00
ETZLER	RETIREE HEALTH BENEFITS - Oct 2023	365356	10/5/23	460.00
FABINSKI	RETIREE HEALTH BENEFITS - Oct 2023	365357	10/5/23	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - Oct 2023	365358	10/5/23	270.00
FIFIELD	RETIREE HEALTH BENEFITS - Oct 2023	365359	10/5/23	540.00
GAUT	RETIREE HEALTH BENEFITS - Oct 2023	365360	10/5/23	700.00
GELSKEY	RETIREE HEALTH BENEFITS - Oct 2023	365361	10/5/23	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - Oct 2023	365362	10/5/23	120.00
GONZALES	RETIREE HEALTH BENEFITS - Oct 2023	365363	10/5/23	480.00
HARLAN	RETIREE HEALTH BENEFITS - Oct 2023	365364	10/5/23	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - Oct 2023	365365	10/5/23	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - Oct 2023	365366	10/5/23	680.00
HERNANDEZ	RETIREE HEALTH BENEFITS - Oct 2023	365367	10/5/23	400.00
HODGES	RETIREE HEALTH BENEFITS - Oct 2023	365368	10/5/23	200.00
IBARRA	RETIREE HEALTH BENEFITS - Oct 2023	365369	10/5/23	780.00
JASMUND	RETIREE HEALTH BENEFITS - Oct 2023	365370	10/5/23	680.00
JONES	RETIREE HEALTH BENEFITS - Oct 2023	365371	10/5/23	60.00
JONES	RETIREE HEALTH BENEFITS - Oct 2023	365372	10/5/23	480.00
JUNIEL	RETIREE HEALTH BENEFITS - Oct 2023	365373	10/5/23	50.00
KIMBLE	RETIREE HEALTH BENEFITS - Oct 2023	365374	10/5/23	300.00



**WARRANT REGISTER # 14
10/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KLOS	RETIREE HEALTH BENEFITS - Oct 2023	365375	10/5/23	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - Oct 2023	365376	10/5/23	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - Oct 2023	365377	10/5/23	160.00
MATIENZO	RETIREE HEALTH BENEFITS - Oct 2023	365378	10/5/23	100.00
MCCABE	RETIREE HEALTH BENEFITS - Oct 2023	365379	10/5/23	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - Oct 2023	365380	10/5/23	290.00
MEEKS	RETIREE HEALTH BENEFITS - Oct 2023	365381	10/5/23	460.00
MENDOZA	RETIREE HEALTH BENEFITS - Oct 2023	365382	10/5/23	290.00
MINER	RETIREE HEALTH BENEFITS - Oct 2023	365383	10/5/23	580.00
MUNOZ	RETIREE HEALTH BENEFITS - Oct 2023	365384	10/5/23	640.00
NAGLE	RETIREE HEALTH BENEFITS - Oct 2023	365385	10/5/23	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - Oct 2023	365386	10/5/23	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - Oct 2023	365387	10/5/23	360.00
PAUU JR	RETIREE HEALTH BENEFITS - Oct 2023	365388	10/5/23	340.00
PE	RETIREE HEALTH BENEFITS - Oct 2023	365389	10/5/23	300.00
PEASE JR	RETIREE HEALTH BENEFITS - Oct 2023	365390	10/5/23	140.00
POST	RETIREE HEALTH BENEFITS - Oct 2023	365391	10/5/23	280.00
RAY	RETIREE HEALTH BENEFITS - Oct 2023	365392	10/5/23	190.00
REDIKOP	RETIREE HEALTH BENEFITS - Oct 2023	365393	10/5/23	400.00
RIOS	RETIREE HEALTH BENEFITS - Oct 2023	365394	10/5/23	240.00
ROARK	RETIREE HEALTH BENEFITS - Oct 2023	365395	10/5/23	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - Oct 2023	365396	10/5/23	260.00
ROUSTON	RETIREE HEALTH BENEFITS - Oct 2023	365397	10/5/23	660.00
RUIZ	RETIREE HEALTH BENEFITS - Oct 2023	365398	10/5/23	310.00
SAINZ	RETIREE HEALTH BENEFITS - Oct 2023	365399	10/5/23	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - Oct 2023	365400	10/5/23	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - Oct 2023	365401	10/5/23	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - Oct 2023	365402	10/5/23	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - Oct 2023	365403	10/5/23	480.00
SILVA	RETIREE HEALTH BENEFITS - Oct 2023	365404	10/5/23	580.00
SMITH	RETIREE HEALTH BENEFITS - Oct 2023	365405	10/5/23	320.00
SMITH	RETIREE HEALTH BENEFITS - Oct 2023	365406	10/5/23	560.00
TIPTON	RETIREE HEALTH BENEFITS - Oct 2023	365407	10/5/23	250.00
UNGAB	RETIREE HEALTH BENEFITS - Oct 2023	365408	10/5/23	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - Oct 2023	365409	10/5/23	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - Oct 2023	365410	10/5/23	480.00
WHITE	RETIREE HEALTH BENEFITS - Oct 2023	365411	10/5/23	230.00
WILKINS	RETIREE HEALTH BENEFITS - Oct 2023	365412	10/5/23	520.00
YBARRA	RETIREE HEALTH BENEFITS - Oct 2023	365413	10/5/23	220.00
YOUNG	RETIREE HEALTH BENEFITS - Oct 2023	365414	10/5/23	560.00
C A P F	OCTOBER 2023 - FIRE LTD	365434	10/5/23	1,239.00
CALIFORNIA LAW ENFORCEMENT	OCTOBER 2023 - PD LTD	365437	10/5/23	2,295.00
HINDERLITER DE LLAMAS	CONTRACT SERVICES PROPERTY TAX JULY - SE	365464	10/5/23	3,745.29
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FINANCE	365496	10/5/23	377.97

Total for Department 39,222.26



**WARRANT REGISTER # 14
10/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Fire				
ACE UNIFORMS & ACCESSORIES INC	HONOR GUARD EQUIP	365417	10/5/23	2,551.84
BOUND TREE MEDICAL LLC	G3 BREATHING, BLUE, BBP RESISTANT/FIRE	365432	10/5/23	634.37
CROSS CONNECTIONS	PART #1411-40005-500 ACTUATOR/FIRE	365446	10/5/23	220.95
ESGIL LLC	PLAN CHECKS FOR FIRE, FY23-24	365454	10/5/23	1,807.50
SAFETY-KLEEN SYSTEMS, INC	PART #100030 RECOVERY FEE /FIRE	365489	10/5/23	241.73
WILSON	RIMBURSEMENT, EMT-P EXPENSES /R WILSON	365510	10/5/23	250.00
Total for Department				5,706.39

<u>Community Services/Nutrition/Library</u>				
ALDEMCO	COMMERCIAL BLENDER	365420	10/5/23	9,906.14
ALL FRESH PRODUCTS	CONSUMABLES	365421	10/5/23	750.89
COZZINI BROS., INC.	KNIFE SERVICES	365445	10/5/23	52.50
PRUDENTIAL OVERALL SUPPLY	LAUNDRY & CONSUMABLES	365484	10/5/23	726.51
SEAPORT MEAT COMPANY	FOOD	365492	10/5/23	307.38
SYSCO SAN DIEGO INC	FOOD	365500	10/5/23	10,552.78
AMAZON	AMAZON/PARKS PASS GRANT/SUPPLIES/FY24	365422	10/5/23	988.48
Total for Department				23,284.68

<u>MIS</u>				
AT&T	SBC - AT&T FOR FY24	365426	10/5/23	15,035.77
AT&T	SBC - AT&T FOR FY24	365427	10/5/23	107.22
AUTODESK INC	AUTODESK CAD LICENSING - 2 USER	365428	10/5/23	3,910.00
BENTLEY SYSTEMS, INCORPORATED	#13777 OPENROADS SIGNCAD SELECT	365431	10/5/23	1,045.00
CDWG	CISCO UMBRELLA INSIGHT - LICENSE 1 YEAR	365439	10/5/23	12,052.50
CORELOGIC SOLUTIONS LLC	REALQUEST PROPERTY RESEARCH APP +	365442	10/5/23	138.66
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	365444	10/5/23	2,320.62
CTC TECHNOLOGY & ENERGY	CENIC BROADBAND INTERNET 10G	365447	10/5/23	5,373.97
LEGAL FILES SOFTWARE, INC.	LEGAL FILES SOFTWARE INVOICE	365472	10/5/23	91.00
SPOK INC	SPOK METROCALL PAGING FY24	365495	10/5/23	47.20
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	365503	10/5/23	5,920.00
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY24	365509	10/5/23	453.38
Total for Department				46,495.32

A/P Total 2,027,084.76

PAYROLL				
Pay period	Start Date	End Date	Check Date	
21	9/19/2023	10/2/2023	10/11/2023	1,372,951.39

WIRED PAYMENTS

<u>Engineering / PW's</u>				
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY24 SEPT-PW/EQM	185216	10/4/23	49,608.24



**WARRANT REGISTER # 14
10/5/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CMO U S BANK	CREDIT CARD EXPENSES / FIRE	837395	10/5/23	1,108.95
Human Resources ADMINSURE INC	WORKERS' COMPENSATION REPLENISHMENT - SE	3798	10/5/23	78,776.90
Police U S BANK	MOP 19657 CC PD GREGORY	764215	10/3/23	3,262.97
Fire U S BANK	CREDIT CARD PAYMENT FOR R HERNANDEZ/FIRE	837395	10/5/23	6,403.56
Finance PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 09/05/23 - 09/18/23	230929	9/29/23	333,768.97
PUBLIC EMP RETIREMENT SYSTEM	RETIRED ANNUITANT LATE FEE	995595	9/29/23	200.00
Community Services/Nutrition/Library U S BANK	RFW/US BANK/LIBRARY CREDIT CARD/SEPT. 20	860371	9/29/23	452.55
SECTION 8 HAPS	Start Date 10/1/2023	End Date 10/2/2023		1,288,394.42
		GRAND TOTAL		<u>5,162,012.71</u>



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Warrant Register #15 for the Period of 10/6/23 through 10/12/23 in the Amount of \$6,124,140.24.

RECOMMENDATION:

Ratify Warrants Totaling \$6,124,140.24

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period 10/6/23 – 10/12/23. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
HSCC Inc	365553	239,410.44	CIP Kimball Pk Dog Park, Tot Lot
Project Professionals	365578	67,659.34	CIP P-1 Sewer Upsizing Phase II
Kaiser FHP	365562	240,418.84	November 2023 – Group #104220
Kaiser FHP	365563	231,155.24	October 2023 – Group #104220
The Bank of NY Mellon	2434	4,736,710.32	2021 Taxable Pension Obligation Bonds
Public Emp Ret Syst	231012	330,490.02	Service Period 9/19/23 – 10/2/2023

FINANCIAL STATEMENT:

Warrant total \$6,124,140.24

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 - Warrant Register No. 15



**WARRANT REGISTER # 15
10/12/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CAO				
STAPLES BUSINESS ADVANTAGE	MOP 45704/PAPER AND OFFICE SUPPLIES / CAO	365590	10/12/23	102.59
THOMSON REUTERS WEST	SUBSCRIPTIONS	365597	10/12/23	607.47
Total for Department				710.06
CMO				
GARCIA	REIMBURSEMENT - CULTURE CLUB SUPPLIES	365544	10/12/23	1,412.12
MARTINEZ	REIMB - LAUNDRY SERVICES	365566	10/12/23	80.00
SMART SOURCE OF CALIFORNIA LLC	BUSINESS CARDS / BEN MARTINEZ	365588	10/12/23	45.23
SPARKLETTS	WATER FOR FINANCE DEPARTMENT	365589	10/12/23	102.90
STAPLES BUSINESS ADVANTAGE	MOP 45704/OFFICE SUPPLIES / CMO	365590	10/12/23	327.92
Total for Department				1,968.17
Police				
ACADEMI TRAINING CENTER LLC	SWAT TEAM TRAINING	365513	10/12/23	1,019.47
ACE UNIFORMS & ACCESSORIES INC	REPLACEMENT UNIFORM	365514	10/12/23	377.09
ACME SAFETY & SUPPLY CORP	25 DAY CONES / 100 STANDARD CONES	365516	10/12/23	1,461.63
ARROWHEAD FORENSIC PRODUCTS	P&E SUPPLIES	365519	10/12/23	467.63
COMMUNITY YOUTH ATHLETIC CENTE	NCPD AGENCY CONTRIBUTION	365528	10/12/23	7,000.00
CYRACOM INTERNATIONAL, INC	TRANSLATION SERVICE FOR DISPATCH	365533	10/12/23	46.15
FISHER SCIENTIFIC CO LLC	P&E SCALES	365541	10/12/23	3,328.85
FON JON PET CARE CENTER	BAUTISTA / EVANS K9 FOOD	365542	10/12/23	366.35
GOVCONNECTION INC	PRINTER FOR IA	365545	10/12/23	629.15
IBARRA	REIMB JUMPER AND BLOWER	365555	10/12/23	100.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24 / PD	365577	10/12/23	135.81
SAN DIEGO PET SUPPLY	MOP 02975 PD CANINE FOOD	365582	10/12/23	81.71
SMART SOURCE OF CALIFORNIA LLC	SUV STRESS RELIEVER & BALL POINT PENS	365587	10/12/23	3,349.50
SMART SOURCE OF CALIFORNIA LLC	72 HOUR STICKERS	365588	10/12/23	1,361.54
STAPLES BUSINESS ADVANTAGE	MOP 45704/OFFICE SUPPLIES / PD	365590	10/12/23	241.91
THE COUNSELING TEAM	SUPPORT SERVICES SEPTEMBER	365592	10/12/23	800.00
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE	365600	10/12/23	2,901.44
CAMACHO	TRAINING ADV LDG ABC OTS CAMACHO	365523	10/12/23	167.04
GRANT WRITING USA	TRAINING TUITION GRNTWRITNG GUTLAY	365547	10/12/23	495.00
Total for Department				24,330.27
Engineering / PW's				
ACEVEDO	MSA SAN DIEGO TRAINING FY24-PW/EQM	365515	10/12/23	130.00
HAAKER EQUIPMENT COMPANY	PARTS AND SMALL EQUIPMENT FY24-PW/EQM	365548	10/12/23	715.18
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-	365560	10/12/23	3,065.00
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR FLEET AUG FY24-PW	365569	10/12/23	770.33
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR CITY VEHICLES / PW	365570	10/12/23	448.70
PACIFIC PRODUCTS & SERVICES	TRAFFIC CONTROL SUPPLIES FY24-PW/STREETS	365574	10/12/23	1,581.23
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	365575	10/12/23	353.87



**WARRANT REGISTER # 15
10/12/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	365576	10/12/23	98.16
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW	365577	10/12/23	2,215.20
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	365579	10/12/23	987.64
SEDANO FORD OF LM, INC.	R&M CITY VEHICLES FY24-PW/EQM	365584	10/12/23	173.02
STAPLES BUSINESS ADVANTAGE	MOP 45704/ OFFICE SUPPLIES / PW	365590	10/12/23	172.65
VISTA PAINT	TRAFFIC PAINT FY24-PW/STREETS	365604	10/12/23	3,231.64
VISTA PAINT	MOP 68834 PAINT SUPPLIES / PW	365605	10/12/23	490.88
VULCAN MATERIALS COMPANY	ASPHALT MATERIALS FOR STREETS FY24-PW/ST	365606	10/12/23	2,808.74
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES FY24-PW/FACILITIES	365607	10/12/23	2,156.37
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	365608	10/12/23	523.74
WILLY'S ELECTRONIC SUPPLY	ELECTRICAL SUPPLIES / PW	365609	10/12/23	90.66
HSCC INC	CIP 23-06 KIMBALL PK DOG PARK, TOT LOT	365553	10/12/23	239,410.44
INNOVATIVE CONSTRUCTION	CIP 22-01 LAS PALMAS POOL - ENG/PW	365556	10/12/23	32,463.50
IPS GROUP INC	CREDIT CARD MERCHANT HOSTING FEES	365558	10/12/23	970.69
PROJECT PROFESSIONALS CORP	CIP 20-01 P-1 SEWER UPSIZING PHASE II -	365578	10/12/23	67,659.34
STC TRAFFIC INC	DIXON PARKING SERVICES-ENG	365591	10/12/23	3,803.75
HUERTA JR	LUNCH REIMBURSEMENT FOR RHUERTA- ENG/PW	365554	10/12/23	63.19
CANON SOLUTIONS AMERICA INC.	PLOTTER & SCANNER EQUIP BASE CHARGE OCT	365524	10/12/23	80.52
CANON SOLUTIONS AMERICA INC.	SCANNER EQUIP USAGE CHARGE SEPT / ENG	365525	10/12/23	39.75
D-MAX ENGINEERING INC	T&A 90412 NC RANCHO ARROYO VILLAS- ENG/PW	365538	10/12/23	31.90
Total for Department				364,536.09
<u>NSD</u>				
ACE UNIFORMS & ACCESSORIES INC	TACTICAL ABR PRO PANT	365514	10/12/23	70.04
BOOT WORLD	BOOT WORLD / NSD	365522	10/12/23	400.05
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24 / NSD	365577	10/12/23	432.56
STAPLES BUSINESS ADVANTAGE	MOP 45704/ OFFICE SUPPLIES / NSD	365590	10/12/23	280.57
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	365595	10/12/23	758.80
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	365605	10/12/23	991.28
Total for Department				2,933.30
<u>RISK</u>				
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	365534	10/12/23	2,471.50
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	365535	10/12/23	2,440.95
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	365536	10/12/23	1,372.50
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	365537	10/12/23	585.00
Total for Department				6,869.95
<u>Building/Planning</u>				
ENTERPRISE RENT A CAR	CAR RENTAL	365539	10/12/23	177.53
NBS	DISTRICT LANDSCAPE MAINTENANCE	365571	10/12/23	1,028.29
PACHECO	REIMB - SD CO NOTICE OF RESTRICTION	365573	10/12/23	84.50
STAPLES BUSINESS ADVANTAGE	MOP 45704/ OFFICE SUPPLIES / BUILDING	365590	10/12/23	147.46



**WARRANT REGISTER # 15
10/12/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				1,437.78
<u>Finance</u>				
HEALTH NET	GRP # R1192Q - OCTOBER 2023	365549	10/12/23	4,620.06
HEALTH NET	GRP #N8239A - OCTOBER 2023 HEALTH NET	365550	10/12/23	2,894.14
HEALTH NET	GRP #N8239C - OCTOBER 2023 HEALTH NET	365551	10/12/23	1,734.92
HEALTH NET	GRP #N2840A - OCTOBER 2023	365552	10/12/23	1,346.10
KAISER FOUNDATION HEALTH PLAN	NOVEMBER 2023 - GROUP #104220	365562	10/12/23	240,418.84
KAISER FOUNDATION HEALTH PLAN	OCTOBER 2023 - GROUP #104220	365563	10/12/23	231,155.24
RELIANCE STANDARD	OCTOBER 2023 - GRP VAI826233 VCI801146	365580	10/12/23	4,050.25
THE LINCOLN NATIONAL LIFE INS	GRP #415491 OCTOBER 2023 LIFE & AD&D STD	365594	10/12/23	8,663.52
VISION SERVICE PLAN	OCTOBER 2023 - VISION SERVICE PLAN	365602	10/12/23	2,407.78
VISION SERVICE PLAN	SEPTEMBER 2023 - VISION SERVICE PLAN	365603	10/12/23	1,173.32
Total for Department				498,464.17
<u>Community Services/Nutrition/Library</u>				
AMAZON	SUPPLIES FOR LIBRARY	365518	10/12/23	727.90
CASTANEDA	REIMB - SUPPLIES FOR CSD	365526	10/12/23	34.99
CASTILLO	AGE FRIENDLY SENIOR DANCE EVENT DJ/CSD	365527	10/12/23	2,450.00
JERRYS PHOTO BOOTH	AGE FRIENDLY SENIOR DANCE PHOTO BOOT	365559	10/12/23	549.00
JURADO	REIMB - SUPPLIES FOR CSD	365561	10/12/23	34.87
MCGHEE	REIMB - SUPPLIES FOR CSD	365567	10/12/23	69.43
SMART & FINAL	MOP 45756 CASA YOUTH SNACKS	365586	10/12/23	325.58
STAPLES BUSINESS ADVANTAGE	MOP 45704/OFFICE SUPPLIES / CSD	365590	10/12/23	723.20
SDG&E	ELECTRICITY BILL / NUTRITION	365583	10/12/23	6,142.51
AMAZON	SPORTS SUPPLIES FOR CASA	365518	10/12/23	458.94
BAKER & TAYLOR	BAKER AND TAYLOR/BOOKS/FY24/ LIBRARY	365521	10/12/23	2,995.26
MIDWEST TAPE, LLC	MIDWEST TAPE/BLU-RAYS/FY24/ LIBRARY	365568	10/12/23	1,015.19
OLD TOWN TROLLEY TOURS	OLD TOWN TROLLEY/PARKS PASS GRANT/LIBRARY	365572	10/12/23	3,150.00
STAPLES BUSINESS ADVANTAGE	MOP 45704/OFFICE SUPPLIES / LIBRARY	365590	10/12/23	687.44
Total for Department				19,364.31
<u>Fire</u>				
ESGIL LLC	PLAN CHECKS FOR FIRE	365540	10/12/23	1,845.60
L N CURTIS & SONS	L -REGULAR DARK NAVY CROSSTECK/FIRE	365565	10/12/23	2,492.51
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24 / FIRE	365577	10/12/23	4.87
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SERVICES: JULY 2023/FIRE	365593	10/12/23	190.00
Total for Department				4,532.98
<u>Human Resources</u>				
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - OCTOBER	365517	10/12/23	789.48
CONCENTRA MEDICAL CENTERS	HEP B VACCINE	365530	10/12/23	100.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	365543	10/12/23	3.00
VALLES	REIMB / LIVELSCAN BACKGROUND CHECK	365599	10/12/23	70.00



**WARRANT REGISTER # 15
10/12/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				962.48
<u>Housing / Section 8</u>				
STAPLES BUSINESS ADVANTAGE	MOP 45704/OFFICE SUPPLIES / HOUSING	365590	10/12/23	500.50
THE STAR NEWS	FGPU AND FGPU CEQA PUBLIC NOTICE	365596	10/12/23	420.26
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	365610	10/12/23	27,568.55
Total for Department				28,489.31
<u>MIS</u>				
AT&T	SBC - AT&T FOR FY24	365520	10/12/23	111.34
COMPLETE PAPERLESS	LASERFICHE RECORDS MANAGEMENT PROJECT	365529	10/12/23	46,100.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	365531	10/12/23	8,151.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	365532	10/12/23	302.53
GRANICUS LLC	GRANICUS WEBCASTING FY24	365546	10/12/23	1,920.83
INTENT DIGITAL LLC	INTENT DIGITAL VOTELYNX RENEWAL 9/1/23	365557	10/12/23	3,000.00
KASEYA US LLC	KASEYA LICENSING	365564	10/12/23	7,106.86
RON TURLEY ASSOCIATES INC	RTA FLEET MAINTENANCE SOFTWARE RENEWAL	365581	10/12/23	9,487.50
SHARP ELECTRONICS CORPORATION	SHARP COPIER INVOICE FY24	365585	10/12/23	3,452.09
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	365598	10/12/23	8,560.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY24	365601	10/12/23	11,180.21
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY24	365609	10/12/23	99.17
Total for Department				99,471.53
A/P Total				1,054,070.40
WIRED PAYMENTS				
<u>Engineering / PW's</u>				
U S BANK	CREDIT CARD EXPENSES / ENG	836994	10/11/23	1,563.71
<u>Finance</u>				
THE BANK OF NEW YORK MELLON	2021 TAXABLE PENSION OBLIGATION BONDS	2434	10/10/23	4,736,710.32
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 09/19/2023 - 10/02/2023	231012	10/12/23	330,490.02
<u>Fire</u>				
U S BANK	CREDIT CARD EXPENSES / FIRE	836994	10/11/23	353.51
<u>Human Resources</u>				
U S BANK	CREDIT CARD EXPENSES / HR	836994	10/11/23	952.28
GRAND TOTAL				6,124,140.24



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Warrant Register #16 for the period of 10/13/23 through 10/19/23 in the amount of \$1,941,585.88.

RECOMMENDATION:

Ratify Warrants Totaling \$1,941,585.88

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 10/13/23 – 10/19/23. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Enterprise Fleet Mang	365648	50,163.57	Enterprise Lease Charge
Health Net Inc	365659	68,499.93	Grp# R1192A – Nov 2023
Mile of Cars Assoc	365614	59,212.76	FY23 Lighting Maintenance District

FINANCIAL STATEMENT:

Warrant total \$1,941,585.88

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. 16



**WARRANT REGISTER # 16
10/19/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor & Council</u>				
T'S & SIGNS INC	GATORBOARD - RODRIGUEZ	365711	10/19/23	117.45
T'S & SIGNS INC	GATORBOARD - BUSH	365711	10/19/23	117.45
YAMANE	REIMB - NAFFAA SUMMIT CONFERENCE	365723	10/19/23	1,103.59
		Total for Department		1,338.49
<u>CAO</u>				
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES/ CAO	365647	10/19/23	42,555.37
MEYERS, NAVE, RIBACK, SILVER	LEGAL SERVICES/ CAO	365672	10/19/23	612.00
THOMSON REUTERS WEST	SUBSCRIPTIONS	365708	10/19/23	607.47
		Total for Department		43,774.84
<u>CMO</u>				
ACE UNIFORMS & ACCESSORIES INC	COMPANY T-SHIRTS	365618	10/19/23	13,869.31
GARCIA	REIMB - ICMA CONFERENCE	365650	10/19/23	750.99
		Total for Department		14,620.30
<u>Housing/Section 8</u>				
OFFICE SOLUTIONS BUSINESS	MOP OFFICE SUPPLIES / SECTION 8	365676	10/19/23	893.15
REGIONAL TASK FORCE	HMIS ACCESS FOR JUL-SEP 2023 FOR SECTION	365686	10/19/23	261.75
		Total for Department		1,154.90
<u>Fire</u>				
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINESS CARDS FY24-FIRE	365696	10/19/23	45.23
SOLARPLACARD INC	TAGS FOR LOCKERS / FIRE	365697	10/19/23	98.00
ZOLL MEDICAL CORP	ACCUVENT FLOW SENSOR CONNECTOR/FIRE	365724	10/19/23	916.93
		Total for Department		1,060.16
<u>Police</u>				
FIT TO WORK INC	ERGO EVAL: CHELIUS / ARACELI	365612	10/16/23	640.00
LYNN PEAVEY COMPANY	NYLON TIE DOWNS FOR P&E	365613	10/16/23	55.30
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VESTS: A. HERNANDEZ/ R. LOPEZ	365615	10/16/23	2,653.00
SIRCHIE ACQUISITION COMPANY	P&E TUBES AND BAGS	365616	10/16/23	231.03
BLUE LIGHT LLC	I2 ANALYST NOTEBOOK	365627	10/19/23	2,946.00
CAL UNIFORMS INC	CSO UNIFORM	365630	10/19/23	379.34
CALIXTO	REIMB: FOR 1911 HONOR GUARD GEAR	365634	10/19/23	122.54
CAMACHO	REIMB: COST OF FLOWERS FOR FUNERAL PEER	365635	10/19/23	109.20
GOVCONNECTION INC	UPG KIT CUTTER	365651	10/19/23	1,029.21
JR BADGES	JR POLICE OFFICER BADGE STICKERS	365667	10/19/23	1,472.31
NCPOA	REIMB: 1/2 COST OF SCOTTISH RITE EVENT	365674	10/19/23	105.00
PALOMAR HEALTH	SART EXAM	365677	10/19/23	1,350.00



**WARRANT REGISTER # 16
10/19/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
S D COUNTY SHERIFF'S DEPT	RANGE TRAINING SEPTEMBER	365689	10/19/23	200.00
SD COUNTY POLICE CHIEF'S	2023-2024 MEMBERSHIP DUES	365690	10/19/23	500.00
SIRCHIE ACQUISITION COMPANY	P&E EQUIPMENT	365695	10/19/23	55.47
SYMBOLARTS, LLC	REBANNING OF BADGES	365702	10/19/23	1,634.63
THOMSON REUTERS	INVESTIGATIVE SERVICE	365707	10/19/23	691.95
WALTERS	REIMB: FOOD FOR SWAT CALL OUTS	365717	10/19/23	56.97
ARGERSINGER	TRAINING INTERVIEW INTRG	365624	10/19/23	640.00
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION FIREARMS WADSWORTH	365688	10/19/23	694.00
WADSWORTH	TRAINING ADV POST SUB FIREARMS INSTRCT	365716	10/19/23	998.46

Total for Department 16,564.41

Engineering / PW's

BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL /PW	365628	10/19/23	1,266.30
CAL PACIFIC TRUCK CENTER, LLC	AUTO PARTS FY24-PW/EQM	365629	10/19/23	3,300.73
CALIFORNIA DIESEL COMPLIANCE	AUTO DPF SERVICE FY24-PW/EQM	365633	10/19/23	520.00
FERGUSON ENTERPRISES 1350	MOP 45723 BUILDING SUPPLIES FY24-PW/FAC	365649	10/19/23	196.64
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24	365666	10/19/23	1,060.00
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES FY24-PW	365671	10/19/23	365.06
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES FY24-PW	365673	10/19/23	47.52
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	365678	10/19/23	538.28
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	365679	10/19/23	37.53
PARTS AUTHORITY METRO	MOP 45703 AUTO SUPPLIES FY24-PW/EQM	365680	10/19/23	21.98
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	365681	10/19/23	20.29
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO BATTERY FY24-PW/EQM	365682	10/19/23	151.53
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FACIL	365683	10/19/23	391.66
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES / PW	365684	10/19/23	163.99
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	365691	10/19/23	18,834.94
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY24	365692	10/19/23	5,141.42
SEDANO FORD OF LM, INC.	R&M CITY VEHICLES FY24-PW/EQM	365693	10/19/23	1,381.40
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINESS CARDS FY24-PW/ENG	365696	10/19/23	96.46
SOUTH COAST EMERGENCY	AUTO SUPPLIES FY24-PW/EQM	365698	10/19/23	3,026.13
SOUTHERN CALIF TRUCK STOP	MOP 45758 PROPANE FY24-PW/EQM	365699	10/19/23	126.82
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES FY24-PW/STREETS	365704	10/19/23	1,894.64
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES FY24-PW/EQM	365710	10/19/23	54.09
TURF STAR INC	AUTO RIM FY24-PW/EQM	365712	10/19/23	432.72
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 GENERAL SUPPLIES FY24-PW	365714	10/19/23	716.49
VULCAN MATERIALS COMPANY	ASPHALT MATERIALS FOR STREETS FY24-PW/ST	365715	10/19/23	1,061.07
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES FY24-PW/FACILITIES	365718	10/19/23	1,155.26
WEST COAST ARBORISTS	CITY WIDE TREE TRIMMING SERVICES FY24-PW	365719	10/19/23	8,724.45
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	365720	10/19/23	106.51
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES FY24-PW	365721	10/19/23	718.36
ACEVEDO	LUNCH TRAVEL REIMB FOR RACEVEDO ENG/PW F	365619	10/19/23	45.70
ANSER ADVISORY MANAGEMENT, LLC	CIP 22-47 WW RATE ANALYSIS- ENG/PW	365622	10/19/23	20,243.87
CHEN RYAN ASSOCIATES INC	LOCAL COATAL PROG AMNDMNT- ENG/PW	365636	10/19/23	13,537.50
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE LEASE CHARGE- ENG/PW	365648	10/19/23	50,163.57
HDR ENGINEERING, INC.	CIP 19-11 PARADISE CRK AT PLAZA- ENG/PW	365653	10/19/23	3,995.00



**WARRANT REGISTER # 16
10/19/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
INNOVATIVE CONSTRUCTION	T&A 90639 PROJ INSPCT PRIVATE SEWER- ENG	365665	10/19/23	596.00
KIMLEY HORN	ACTIVE TRANSPORT DATA- ENG/PW	365668	10/19/23	12,692.26
LARA	REFUND TO T&A 90641 E. LARA CON. -ENG/PW	365669	10/19/23	3,884.87
NV5 INC	NC A NEEDED ON CALL SVCS- ENG/PW	365675	10/19/23	27,674.35
CUSTOM TRUCK BODY & EQUIPMENT	2023 FORD F150 HOT TRUCK LIFT GATE	365643	10/19/23	5,878.46
Total for Department				190,263.85
<u>NSD</u>				
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS / NSD	365611	10/16/23	311.36
CALIFORNIA ASSOCIATION OF CODE	CACEO MEMBERSHIP CORDOVA / NSD	365631	10/19/23	100.00
CORDOVA	REIMBURSEMENT CORDOVA / NSD	365638	10/19/23	69.77
HUESO	REIMBURSEMENT HUESO / NSD	365664	10/19/23	161.01
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES	365684	10/19/23	216.48
Total for Department				858.62
<u>Risk</u>				
APTUS COURT REPORTING, LLC	LIABILITY CLAIM COST	365623	10/19/23	2,641.16
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	365644	10/19/23	508.14
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / RISK	365701	10/19/23	106.55
Total for Department				3,255.85
<u>Planning / Building</u>				
DEPARTMENT OF CONSERVATION	SEISMIC HAZARD MAPPING FEE	365645	10/19/23	1,147.20
SILVER & WRIGHT LLP	LEGAL SERVICES / BUILDING	365694	10/19/23	8,123.44
THE STAR NEWS	ADVERTISING / BUILDING	365706	10/19/23	1,037.82
TITAN SOLAR POWER CA INC	REFUND OF INSPECTION FEE	365709	10/19/23	135.84
Total for Department				10,444.30
<u>Finance</u>				
CALIFORNIA DEPARTMENT OF TAX	SALES TAX LIABILITY / FINANCE	365632	10/19/23	238.00
HEALTH NET	GRP # N8240A - NOVEMBER 2023 HEALTH NET	365654	10/19/23	3,365.25
HEALTH NET	GRP #N8239A - NOVEMBER 2023 HEALTH NET	365655	10/19/23	2,894.14
HEALTH NET	GRP # N8239C - NOVEMBER 2023 HEALTH NET	365656	10/19/23	1,734.92
HEALTH NET	GRP # R1192Q - NOVEMBER 2023 HEALTH NET	365657	10/19/23	1,540.02
HEALTH NET	GRP # R1192R - NOVEMBER 2023 HEALTH NET	365658	10/19/23	923.49
HEALTH NET INC	GRP #R1192A - NOVEMBER 2023 HEALTH NET	365659	10/19/23	68,499.93
HEALTH NET INC	GRP #GX011A - NOVEMBER 2023 HEALTH NET	365660	10/19/23	32,814.46
HEALTH NET INC	GRP #LB439A - NOVEMBER 2023 HEALTH NET	365661	10/19/23	21,766.12
HEALTH NET INC	GRP#LB439F - SEPTEMBER 2023 HEALTH NET	365662	10/19/23	774.98
HEALTH NET INC	GRP #LB439F - NOVEMBER 2023 HEALTH NET	365663	10/19/23	774.98
LASER SAVER INC	MOP 45725 LS PREMIUM HY TONER / FINANCE	365670	10/19/23	163.07
RELIANCE STANDARD	NOVEMBER 2023 - GRP VAI826233 VCI801146	365687	10/19/23	3,828.41
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FINANCE	365701	10/19/23	247.41



**WARRANT REGISTER # 16
10/19/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE LINCOLN NATIONAL LIFE INS	GRP # 415491 NOVEMBER 2023 LIFE & AD&D	365705	10/19/23	9,422.96
WOODRUFF & SMART	RSWA - GENERAL MANAGER MONTHLY OCT 2023	365722	10/19/23	6,500.00
MILE OF CARS ASSOCIATION	FY23 LIGHTNING MAINTENANCE DISTRICT	365614	10/16/23	59,212.76
			Total for Department	214,700.90

Human Resources

CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL & DOT EXAMS	365637	10/19/23	899.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS -	365646	10/19/23	128.00
MEYERS, NAVE, RIBACK, SILVER	PERSONNEL INVESTIGATION	365672	10/19/23	16,941.50
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / HR	365701	10/19/23	45.91
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICES BASE FEE - OCT	676604	10/13/23	660.71
			Total for Department	18,675.12

Community Services/Nutrition/Library

ALDEMCO	FOOD	365620	10/19/23	9,005.08
COZZINI BROS., INC.	KNIFE SERVICE	365641	10/19/23	52.50
PRUDENTIAL OVERALL SUPPLY	LAUNDRY & CONSUMABLES	365684	10/19/23	390.10
SYSCO SAN DIEGO INC	FOOD	365703	10/19/23	8,593.20
4 IMPRINT INC	4 IMPRINT/PARKS PASS GRANT/BACKPACKS/FY2	365617	10/19/23	1,393.13
AMAZON	AMAZON/PARKS PASS GRANT/DECORATIONS	365621	10/19/23	78.12
			Total for Department	19,512.13

MIS

AT&T	SBC - AT&T FOR FY24	365625	10/19/23	2,112.36
AT&T	SBC - AT&T FOR FY24	365626	10/19/23	107.22
CORELOGIC SOLUTIONS LLC	REALQUEST PROPERTY RESEARCH APP	365639	10/19/23	222.24
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	365640	10/19/23	234.75
CURVATURE LLC	CISCO CATALYST 9300 SERIES	365642	10/19/23	23,936.30
GOVCONNECTION INC	CISCO CATALYST 9500 SERIES	365651	10/19/23	49,999.11
GOVCONNECTION INC	HPL LASERJET ENTERPRISE M528DN MFP~	365652	10/19/23	3,799.98
SPOK INC	SPOK METROCALL PAGING FY24	365700	10/19/23	47.20
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	365713	10/19/23	2,220.00
			Total for Department	82,679.16

A/P Total 618,903.03

PAYROLL				
Pay period	Start Date	End Date	Check Date	
22	10/3/2023	10/16/2023	10/25/2023	1,295,904.36



**WARRANT REGISTER # 16
10/19/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS				
<u>CAO</u>				
U S BANK	CREDIT CARD EXPENSES / CAO	768101	10/13/23	77.79
<u>CMO</u>				
U S BANK	CREDIT CARD EXPENSES / CMO	768101	10/13/23	1,800.00
<u>Fire</u>				
U S BANK	CREDIT CARD EXPENSES / FIRE	768101	10/13/23	1,331.13
<u>MIS</u>				
U S BANK	CREDIT CARD EXPENSES / MIS	550792	10/18/23	2,138.91
<u>Police</u>				
DEEPNET SECURITY	DUALSHIELD ENTERPRISE SUPPORT	1412	10/17/23	2,142.78
U S BANK	CREDIT CARD EXPENSES / POLICE	550792	10/18/23	467.88
SECTION 8 HAPS	Start Date	End Date		
	10/18/2023	10/18/2023		18,820.00
		GRAND TOTAL		<u>1,941,585.88</u>



AGENDA REPORT

Department: Engineering
Prepared by: Stephen Manganiello, Director of Public Works/City Engineer
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Second Reading and Adoption of Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys.

RECOMMENDATION:

Adopt an Ordinance Establishing Speed Limits on Various Streets Based on Engineering and Traffic Surveys and Authorizing the Director of Public Works to Post Speed Limit Signs Consistent with the Recommendations of the Engineering and Traffic Surveys.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

At their meeting on August 16, 2023, the Traffic Safety Committee voted unanimously in support of the recommendations of the Engineering and Traffic Surveys.

EXPLANATION:

At their Regular meeting on October 17, 2023, the City Council held a Public Hearing and introduced the Ordinance. Staff provided a presentation and responded to questions from the City Council. At their Regular meeting on November 7, 2023, the City Council voted to continue the item to the next Regular meeting of the City Council to provide staff sufficient time to address public comments received. At their Regular meeting on November 21, 2023, the City Council held a Public Hearing and introduced a revised Ordinance. The following background is provided.

Section 22357 of the State of California Vehicle Code (CVC) permits local authorities to establish speed limits greater than the prima facie speed limit of 25 miles per hour (mph) when, on the basis of an engineering and traffic survey (E&TS), the local authority determines that a speed greater than 25 mph would facilitate the orderly movement of vehicular traffic and would be reasonable and safe. Section 627 of the CVC and Section 2B.13 of the California Department of Transportation (Caltrans) Manual on Uniform Traffic Control Devices (CA-MUTCD) outline the following criteria to be considered as part of conducting an E&TS:

- 1) Prevailing speeds as determined by traffic engineering measurements.
- 2) Accident Records.
- 3) Highway, traffic, and roadside conditions not readily apparent to the driver.
- 4) Residential Density.
- 5) Safety of bicyclists and pedestrians, with increased consideration for vulnerable pedestrian groups including children, seniors, persons with disabilities, users of personal assistive mobility devices, and the unhoused.

The process begins with establishing speed zones to protect the public from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. Speed zones are also

established to advise drivers of road conditions or hazards that may not be readily apparent to a reasonable driver. For that reason, a field review of related road/traffic variables is conducted which considers the analytical data and accident history of a particular roadway segment to determine a safe and reasonable speed limit. Next the criteria listed above in combination with other factors such as 85th percentile speed, pace, and incremental changes in speeds from one zone to the next, are analyzed using the methodologies established in the CVC and CA-MUTCD to recommend speed limits.

The CVC and CA-MUTCD recommend establishing speed limits at or near the 85th percentile speed, which is defined as the speed at or below which 85 percent of traffic is moving during free-flow conditions. Speed limits may, however, be established below the 85th percentile speed (within specified thresholds) if conditions are met for criteria 2) through 5) above. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe and are not dependent on the judgment of one or a few individuals.

State Assembly Bills (AB) 43 and 1938, which went into effect on January 1, 2022 and January 1, 2023, respectively, provide local agencies greater flexibility in setting and reducing speed limits. For example, local agencies may establish a speed limit of 20 mph or 25 mph if criteria is met for defining a “business activity district”. The legislation required updates to the CVC and CA-MUTCD, the last of which was made available to the public in March 2023.

E&TS must be completed and certified by a registered professional Civil or Traffic Engineer at least once every 5, 7 or 14 years, in compliance with CVC Section 40802, to re-evaluate non-statutory speed limits on local roadways and allow for enforcement using radar, laser or other electronic devices. The previous Citywide E&TS for National City were completed in 2017. Recommended speed limits were subsequently adopted by City Council via ordinance in December 2017 and physically posted on the roadways by City Public Works crews shortly thereafter. Since over five years have passed, the National City Engineering & Public Works Department authorized STC Traffic (through an “On-Call” Professional Engineering Services contract) to conduct new E&TS for all Arterial and Collector roadways identified in the National City General Plan Circulation Element.

STC Traffic completed the E&TS for 105 individual roadway segments in accordance with the procedures established by Section 2B.13 of the CA-MUTCD and consistent with all applicable provisions of the CVC. Exhibit A includes figures highlighting the location of the study roadway segments, existing speed limits, changes to speed limits, and recommended speed limits. STC Traffic supported City staff with formal presentations to the Traffic Safety Committee on April 12, 2023 (preliminary findings) and August 16, 2023 (final recommendations). All members of the Traffic Safety Committee were present and voted unanimously in support of the recommendations of the E&TS at their meeting on August 16, 2023. The E&TS summary and recommendations is attached as Exhibit B. STC Traffic applied many of the provisions from AB 43 and AB 1938 to maintain or reduce speed limits, where applicable, including establishment of lower speed limits within a business activity district. If adopted by City Council, 79 speed limits will remain the same, 26 will decrease, and zero of the existing speed limits will increase. A copy of the full E&TS report and certification summary sheets are available in the Office of the City Engineer.

FINANCIAL STATEMENT:

Funding to purchase and install speed limit signs is available through the Public Works Streets Division M&O budget for traffic signs.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Second Reading and Adoption

EXHIBITS:

Exhibit A – Speed Limit Figures

Exhibit B – Engineering and Traffic Survey Summary and Recommendations

Exhibit C – Ordinance

Exhibit A

Speed Limit Figures

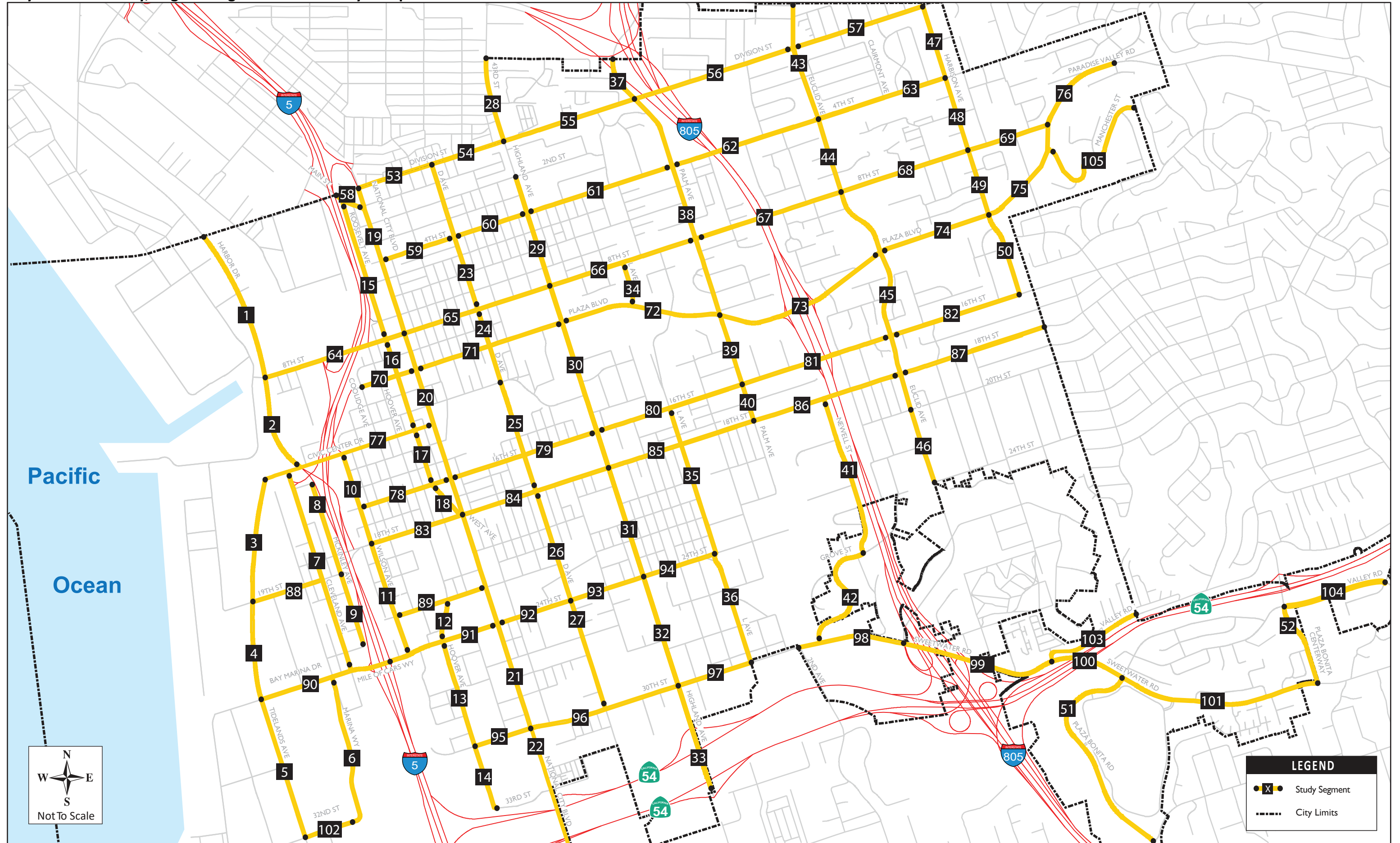
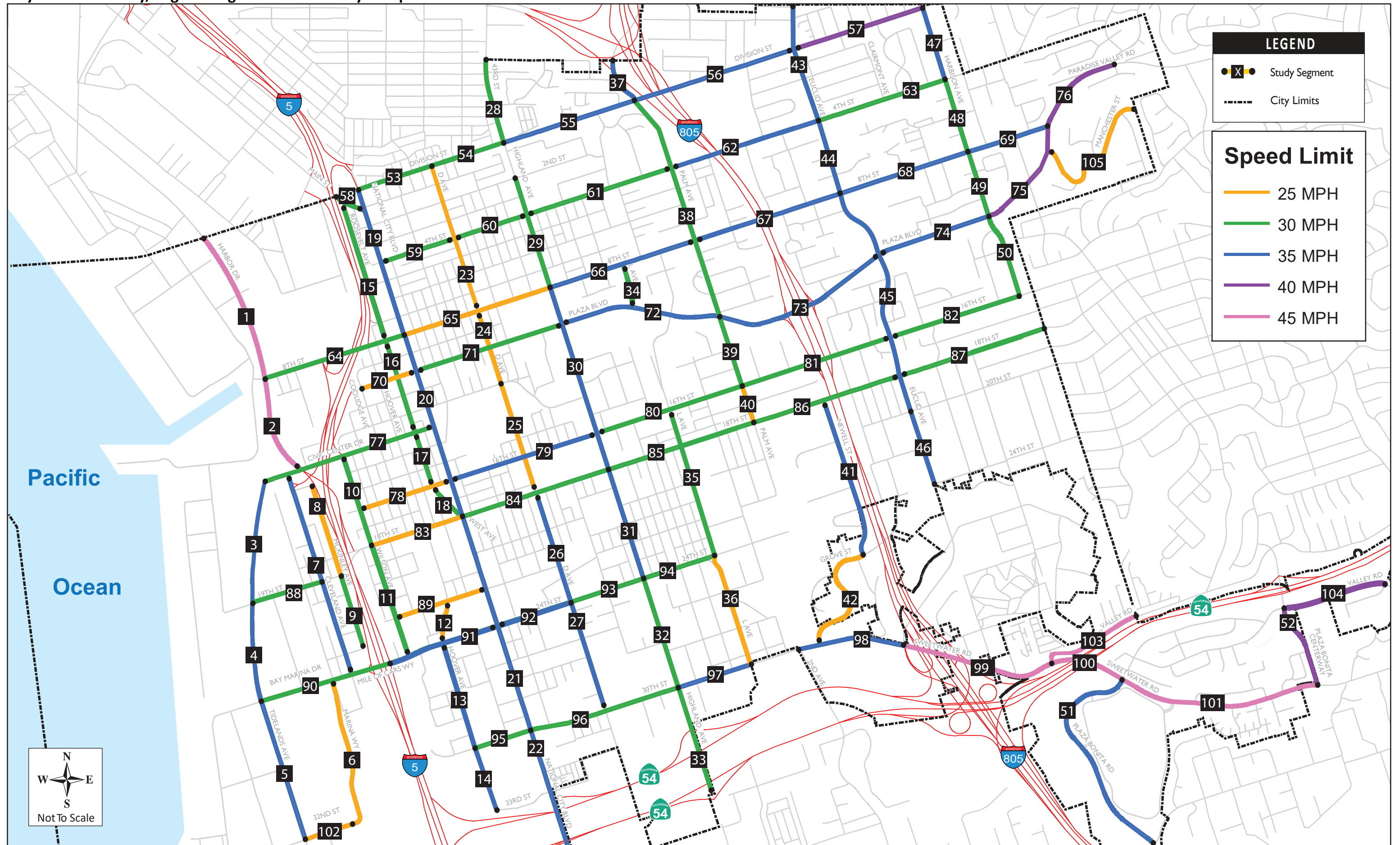


Figure 2-1
Study Segment Locations



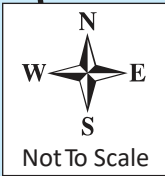
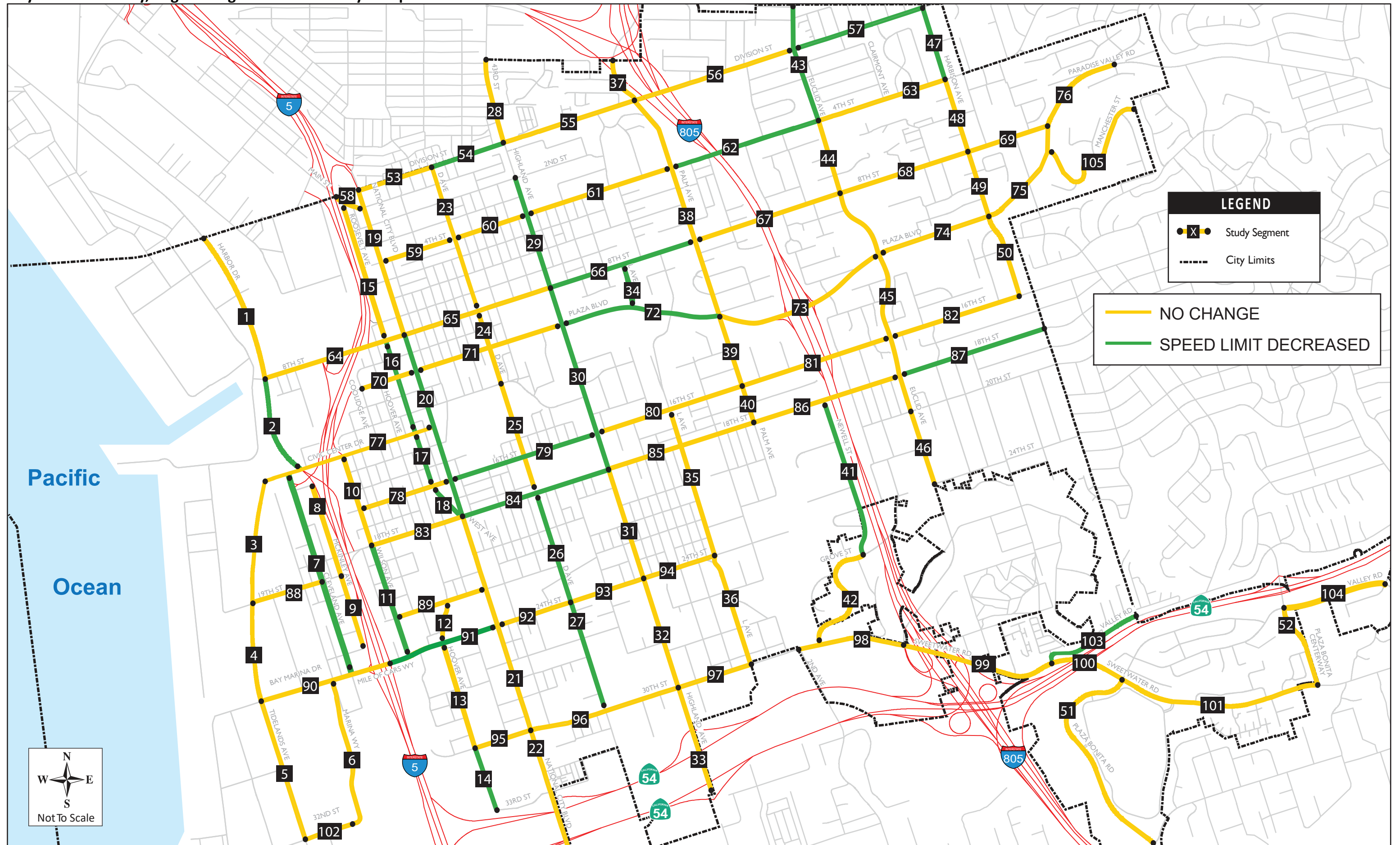


Figure 5-1
Study Segment Speed Limit Changes

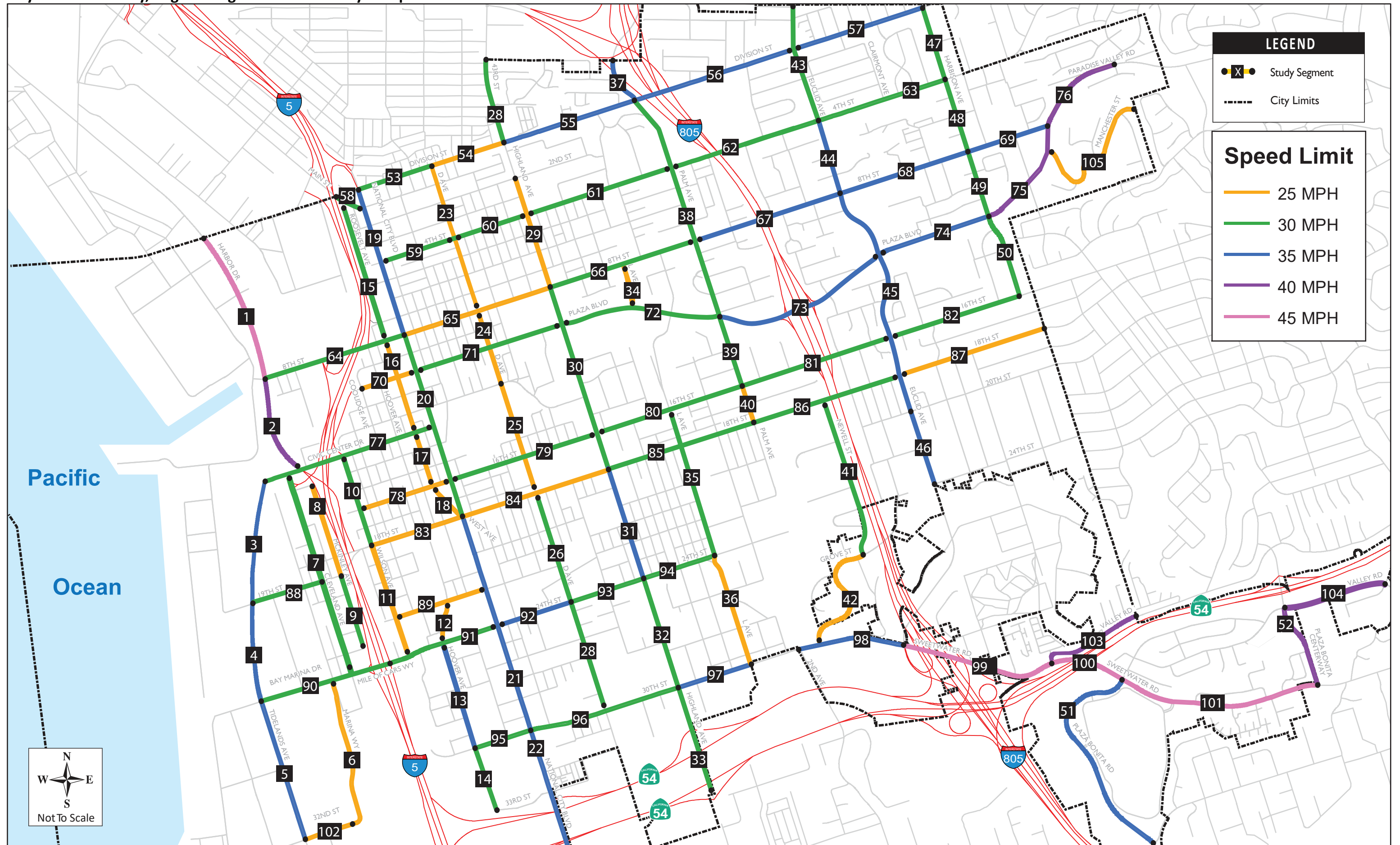


Figure 5-2
Study Segment Recommended Speed Limit Postings

Exhibit B

Engineering and Traffic Survey Summary and Recommendations

5.3 Summary of Recommendations

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
Harbor Drive										
1	N. City Limit	8th Street	45	49	45	39-48	74%	45	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
2	8th Street	Civic Center Drive	45	43	39	34-43	85%	40	Reduce to 40 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
Tidelands Avenue										
3	Civic Center Drive	19th Street	35	37	31	25-34	63%	35	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
4	19th Street	Bay Marina Drive	35	36	31	28-37	68%	35	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
5	Bay Marina Drive	32nd Street	35	36	32	26-35	72%	35	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
Marina Way										
6	Bay Marina Drive	32nd Street	25	33	28	24-33	74%	25	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
Cleveland Avenue										
7	Civic Center Drive	Bay Marina Drive	35	36	31	27-36	78%	30	Reduce to 30	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
McKinley Avenue										
8	14th Street	19th Street	25	28	23	18-27	73%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
9	19th Street	23rd Street	30	31	24	22-31	70%	30	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
Wilson Avenue										
10	Civic Center Drive	18th Street	30	38	32	29-38	68%	30	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12a).
11	18th Street	24th Street	30	30	25	21-30	83%	25	Reduce to 25 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - Transit Station (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
Hoover Avenue										
12	22nd Street	Mile of Cars Way	25	28	24	21-30	84%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
13	Mile of Cars Way	30th Street	35	38	33	29-38	72%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
14	30th Street	33rd Street	35	32	27	23-32	80%	30	Reduce to 30 mph	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
Roosevelt Avenue										
15	Division Street	8th Street	30	34	30	25-34	84%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
16	8th Street	Civic Center Drive	30	26	23	19-28	95%	25	Reduce to 25 mph	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
17	Civic Center Drive	16th Street	30	30	24	20-29	69%	25	Reduce to 25 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Accident rate higher than statewide average (CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E).
West Avenue										
18	16th Street	18th Street	30	30	23	18-27	66%	25	Reduce to 25 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CA-MUTCD Section 2B.13, Option 16B (pace).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
National City Blvd										
19	Division Street	8th Street	35	37	33	29-38	91%	35	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
20	8th Street	18th Street	35	36	32	28-37	87%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B (safety of bicyclists and pedestrians, vulnerable pedestrian groups - civic center, public library).
21	18th Street	30th Street	35	39	34	30-39	83%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
22	30th Street	S. City Limit	35	41	35	30-39	81%	35	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
D Avenue										
23	Division Street	8th Street	25	29	26	22-31	96%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
24	8th Street	12th Street	25	26	24	19-28	100%	25	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
25	12th Street	18th Street	25	31	28	24-33	94%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B (safety of bicyclists and pedestrians, vulnerable pedestrian groups - community park, youth center, senior housing, middle school).
26	18th Street	24th Street	35	37	32	28-37	68%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(C); CA-MUTCD Section 2B.13, Option 29A.3 (residential density).
27	24th Street	30th Street	35	32	29	23-32	82%	30	Reduce to 30 mph	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
<i>Highland Avenue</i>										
28	N. City Limit	Division St	30	38	33	29-38	77%	30	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
29	2nd Street	8th Street	30	35	31	25-34	78%	25	Reduce to 25 mph	Segment qualifies as a Business Activity District per CVC 22358.9 (b) (1,2, & 4). (b)As used in this section, a "business activity district" is that portion of a highway and the property contiguous thereto that includes central or neighborhood downtowns, urban villages, or zoning designations that prioritize commercial land uses at the downtown or neighborhood scale and meets at least three of the following requirements in paragraphs (1) to (4), inclusive: (1)No less than 50 percent of the contiguous property fronting the highway consists of retail or dining commercial uses, including outdoor dining, that open directly onto sidewalks adjacent to the highway. (2)Parking, including parallel, diagonal, or perpendicular spaces located alongside the highway. (3)Traffic control signals or stop signs regulating traffic flow on the highway, located at intervals of no more than 600 feet. (4)Marked crosswalks not controlled by a traffic control device.
30	8th Street	18th Street	35	34	31	26-35	94%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
31	18th Street	24th Street	35	39	35	31-40	88%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
32	24th Street	30th Street	30	39	35	32-41	82%	30	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
33	30th Street	S. City Limit	30	37	32	28-37	83%	30	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
L Avenue										
34	8th Street	Plaza Boulevard	30	28	25	20-29	85%	25	Reduce to 25 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
35	16th Street	24th Street	30	34	29	25-34	78%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
36	24th Street	30th Street	25	30	27	23-32	87%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(C); CA-MUTCD Section 2B.13, Option 29A.3 (residential density).
Palm Avenue										
37	I-805	Division Street	35	40	35	31-40	83%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
38	Division Street	Plaza Boulevard	30	34	30	25-34	78%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
39	Plaza Boulevard	16th Street	30	34	30	27-36	83%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
40	16th Street	18th Street	25	30	26	22-31	79%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
Newell Street										
41	18th Street	Prospect Street	35	34	29	26-35	75%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
Grove Street										
42	Prospect Street	Sweetwater Road	25	30	27	23-32	79%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
Euclid Avenue										
43	N. City Limit	4th Street	35	36	32	27-36	84%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B (safety of bicyclists and pedestrians, vulnerable pedestrian groups - community park).
44	4th Street	8th Street	35	39	34	31-40	77%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
45	8th Street	20th Street	35	37	33	29-38	87%	35	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
46	20th Street	24th Street	35	40	34	30-39	74%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(B); CA-MUTCD Section 2B.13, Option 29A.2 (residential density); CA-MUTCD Section 2B.13, Option 16B (pace).
Harbison Avenue										
47	Division Street	4th Street	35	35	30	26-35	76%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(B); CA-MUTCD Section 2B.13, Option 29A.2 (residential density).
48	4th Street	8th Street	30	35	32	28-37	88%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(B); CA-MUTCD Section 2B.13, Option 29A.2 (residential density).
49	8th Street	Plaza Boulevard	30	37	33	27-36	76%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
50	Plaza Boulevard	16th Street	30	36	32	28-37	84%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(B); CA-MUTCD Section 2B.13, Option 29A.2 (residential density).
Plaza Bonita Road										
51	Sweetwater Road	Bonita Mesa Road	35	44	40	34-43	71%	35	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
Plaza Bonita Center Way										
52	Valley Road	Sweetwater Road	40	47	42	39-48	85%	40	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
Division Street										
53	National City Boulevard	D Avenue	30	35	28	27-36	64%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate); CVC 627 (c)(1)(A); CA-MUTCD Section 2B.13, Option 29A.1 (residential density).
54	D Avenue	Highland Avenue	30	32	29	25-34	94%	25	Reduce to 25 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(A); CA-MUTCD Section 2B.13, Option 29A.1 (residential density).
55	Highland Avenue	Palm Avenue	35	43	38	35-44	79%	35	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
56	Palm Avenue	Euclid Avenue	35	40	36	32-41	85%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - schools (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
57	Euclid Avenue	Harbison Avenue	40	41	37	32-41	84%	35	Reduce to 35 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(C); CA-MUTCD Section 2B.13, Option 29A.3 (residential density).
Main Street										
58	I-5	National City Boulevard	30	35	30	27-36	86%	30	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
4th Street										
59	National City Boulevard	D Avenue	30	35	31	27-36	88%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate); CVC 627 (c)(1)(B); CA-MUTCD Section 2B.13, Option 29A.2 (residential density).
60	D Avenue	Highland Avenue	30	34	30	25-34	81%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
61	Highland Avenue	Palm Avenue	30	36	32	27-36	80%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(C); CA-MUTCD Section 2B.13, Option 29A.3 (residential density).
62	Palm Avenue	Euclid Avenue	35	35	32	27-36	90%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups -community park, recreation center (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
63	Euclid Avenue	Harbison Avenue	30	36	32	28-37	82%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - hospital, senior housing, elementary school (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
8th Street										
64	Harbor Drive	National City Boulevard	30	35	30	27-36	83%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - Transit Station (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
65	National City Boulevard	Highland Avenue	25	27	24	20-29	95%	25	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
66	Highland Avenue	Palm Avenue	35	37	33	28-37	87%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - church, preschool (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
67	Palm Avenue	Euclid Avenue	35	42	37	32-41	79%	35	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
68	Euclid Avenue	Harbison Avenue	35	41	36	33-42	79%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - church, senior housing (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
69	Harbison Avenue	Paradise Valley Road/ Plaza Boulevard	35	38	34	30-39	86%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
Plaza Blvd										
70	Coolidge Avenue	National City Boulevard	25	28	25	21-30	88%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
71	National City Boulevard	Highland Avenue	30	35	31	26-35	73%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - elementary school (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
72	Highland Avenue	Palm Avenue	35	32	28	25-34	93%	30	Reduce to 30 mph	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
73	Palm Avenue	Euclid Avenue	35	37	34	30-39	91%	35	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
74	Euclid Avenue	Harbison Avenue	35	39	36	30-39	84%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
75	Harbison Avenue	8th Street	40	42	38	34-43	90%	40	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
Paradise Valley Road										
76	8th Street	Plaza Entrada	40	44	39	35-44	83%	40	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
Civic Center Drive										
77	Harbor Drive	National City Boulevard	30	34	29	25-34	76%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
16th Street										
78	Wilson Avenue	National City Boulevard	25	26	22	18-27	91%	25	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
79	National City Boulevard	Highland Avenue	35	33	30	25-34	85%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
80	Highland Avenue	Palm Avenue	30	35	31	26-35	87%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627 (c)(1)(C); CA-MUTCD Section 2B.13, Option 29A.3 (residential density).
81	Palm Avenue	Euclid Avenue	30	32	29	25-34	84%	30	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
82	Euclid Avenue	Harbison Avenue	30	34	30	26-35	87%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
18th Street										
83	Wilson Avenue	National City Boulevard	25	31	28	23-32	93%	25	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - elementary school, church (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
84	National City Boulevard	Highland Avenue	30	32	28	25-34	89%	25	Reduce to 25 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - elementary school, middle school (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
85	Highland Avenue	Palm Avenue	30	34	29	25-34	78%	30	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
86	Palm Avenue	Euclid Avenue	30	35	31	25-34	75%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - elementary school (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).
87	Euclid Avenue	Rachael Avenue	30	32	28	24-33	85%	25	Reduce to 25 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - church (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
19th Street										
88	Tidelands Avenue	Cleveland Avenue	30	35	28	23-32	66%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
22nd Street										
89	Wilson Avenue	National City Boulevard	25	35	28	22-31	69%	25	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12a).
Bay Marina Drive										
90	Tidelands Avenue	I-5	30	35	31	26-35	82%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
Mile of Cars Way										
91	I-5	National City Boulevard	35	37	32	28-37	78%	30	Reduce to 30 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
24th Street										
92	National City Boulevard	D Avenue	35	39	35	31-40	78%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
93	D Avenue	Highland Avenue	30	38	32	29-38	72%	30	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12a).
94	Highland Avenue	L Avenue	30	34	29	25-34	75%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
30th Street										
95	Hoover Avenue	National City Boulevard	30	36	32	28-37	83%	30	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
96	National City Boulevard	Highland Avenue	30	37	32	28-37	74%	30	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - Safety of bicyclists and pedestrians, vulnerable pedestrian groups - high school (CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B), Accident rate higher than statewide average (CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E).
97	Highland Avenue	L Avenue	35	37	33	30-39	83%	35	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
Sweetwater Road										
98	2nd Avenue	I-805/Euclid Avenue	35	41	37	34-43	88%	35	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
99	I-805/Euclid Avenue	Valley Road	45	46	42	37-46	82%	45	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
100	Valley Road	Plaza Bonita Road	45	46	41	37-46	69%	45	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)
101	Plaza Bonita Road	Plaza Bonita Center Way	45	48	43	39-48	79%	45	No change	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used (CVC 22358.6(c); CA-MUTCD Section 2B.13, Standard 12a, Option 2).
32nd Street										
102	Tidelands Avenue	Marina Way	25	33	26	23-32	64%	25	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).

STREET LOCATION			POSTED SPEED LIMIT (MPH)	85TH PERCENTILE SPEED (MPH)	MEDIAN SPEED (MPH)	10 MPH PACE RANGE	PERCENT OF VEHICLES IN PACE	RECOMMENDED SPEED LIMIT (MPH)	RECOMMENDED ACTION	JUSTIFICATIONS/ COMMENTS
Valley Road										
103	Sweetwater Road	Calle Abajo	45	46	41	37-46	82%	40	Reduce to 40 mph	When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CA-MUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(b)(2); CA-MUTCD Section 2B.13, Option 16E (accident rate).
104	Plaza Bonita Center Way	San Miguel Court	40	45	39	34-43	61%	40	No change	Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit (CVC 22358.8(a); CA-MUTCD Section 2B.13, Standard 12ag).
Manchester Street										
105	Plaza Boulevard	Angelo Drive	25	26	22	18-27	85%	25	No change	Speed limit shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic. (CVC 22358.6(a); CA-MUTCD Section 2B.13, Standard 12a)

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ESTABLISHING SPEED LIMITS ON VARIOUS STREETS BASED ON ENGINEERING AND TRAFFIC SURVEYS AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO POST SPEED LIMIT SIGNS CONSISTENT WITH THE RECOMMENDATIONS OF THE ENGINEERING AND TRAFFIC SURVEYS.

WHEREAS, section 22357 of the State of California Vehicle Code (CVC) permits local authorities to establish speed limits greater than the prima facie speed limit of 25 miles per hour (mph) when, on the basis of an engineering and traffic survey (E&TS), the local authority determines that a speed greater than 25 mph would facilitate the orderly movement of vehicular traffic and would be reasonable and safe; and

WHEREAS, State Assembly Bills (AB) 43 and 1938, which went into effect on January 1, 2022 and January 1, 2023, respectively, provide local agencies greater flexibility in setting and reducing speed limits; and

WHEREAS, section 627 of the CVC and Section 2B.13 of the California Department of Transportation Manual on Uniform Traffic Control Devices (CA-MUTCD) outline the criteria to be considered as part of conducting an E&TS, including that an E&TS be completed and certified by a registered professional Civil or Traffic Engineer at least once every 5, 7 or 14 years, in compliance with CVC Section 40802, to re-evaluate non-statutory speed limits on local roadways and allow for enforcement using radar, laser or other electronic devices; and

WHEREAS, an E&TS for 105 individual roadway segments was completed in accordance with the procedures established by Section 2B.13 of the CA-MUTCD and consistent with all applicable provisions of the CVC, and formal presentations were made to the Traffic Safety Committee on April 12, 2023 (preliminary findings) and August 16, 2023 (final recommendations), where the Traffic Safety Committee ultimately voted unanimously in support of the recommendations of the E&TS at their meeting on August 16, 2023; and

WHEREAS, based on the findings and recommendations of the E&TS, 79 speed limits will remain the same, 26 will decrease, and zero of the existing speed limits will increase; and

WHEREAS, staff recommends the City Council authorize establishing speed limits on various streets based on the E&TS and authorize the Director of Public Works to post speed limit signs consistent with the recommendations of the E&TS.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: That, pursuant to authority under the California Vehicle Code including, but not limited to, sections 22357 and 40802, and on the basis of engineering and traffic surveys conducted and certified in accordance with applicable State law and regulations, the City Council hereby establishes the following recommended speed limits as reasonable and safe to facilitate the orderly movement of vehicular traffic on the portions of roadways within the City of National City, summarized in subsections “A” through “E” below, and authorizes the Director of Public Works to post speed limit signs consistent with the recommendations of the Engineering and Traffic Surveys:

A. Twenty-five miles per hour is declared and established as the prima facie speed limit on the following streets:

1. 8th Street from National City Boulevard to Highland Avenue
2. 16th Street from Wilson Avenue to National City Boulevard
3. 18th Street from Wilson Avenue to National City Boulevard
4. 18th Street from National City Boulevard to Highland Avenue
5. 18th Street from Euclid Avenue to Rachael Avenue
6. 22nd Street from Wilson Avenue to National City Boulevard
7. 32nd Street from Tidelands Avenue to Marina Way
8. “D” Avenue from Division Street to 8th Street
9. “D” Avenue from 8th Street to 12th Street
10. “D” Avenue from 12th Street to 18th Street
11. Division Street from “D” Avenue to Highland Avenue
12. Grove Street from Prospect Street to Sweetwater Road
13. Highland Avenue from 2nd Street to 8th Street
14. Hoover Avenue from 22nd Street to Mile of Cars Way
15. “L” Avenue from 8th Street to Plaza Boulevard
16. “L” Avenue from 24th Street to 30th Street
17. Manchester Street from Plaza Boulevard to Angelo Drive
18. Marina Way from Bay Marina Drive to 32nd Street
19. McKinley Avenue from 14th Street to 19th Street
20. Palm Avenue from 16th Street to 18th Street
21. Plaza Boulevard from Coolidge Avenue to National City Boulevard
22. Roosevelt Avenue from 8th Street to Civic Center Drive
23. Roosevelt Avenue from Civic Center Drive to 16th Street
24. West Avenue from 16th Street to 18th Street
25. Wilson Avenue from 18th Street to 24th Street

B. Thirty miles per hour is declared and established as the prima facie speed limit on the following streets:

1. 4th Street from National City Boulevard to “D” Avenue
2. 4th Street from “D” Avenue to Highland Avenue

3. 4th Street from Highland Avenue to Palm Avenue
4. 4th Street from Palm Avenue to Euclid Avenue
5. 4th Street from Euclid Avenue to Harbison Avenue
6. 8th Street from Harbor Drive to National City Boulevard
7. 8th Street from Highland Avenue to Palm Avenue
8. 16th Street from National City Boulevard to Highland Avenue
9. 16th Street from Highland Avenue to Palm Avenue
10. 16th Street from Palm Avenue to Euclid Avenue
11. 16th Street from Euclid Avenue to Harbison Avenue
12. 18th Street from Highland Avenue to Palm Avenue
13. 18th Street from Palm Avenue to Euclid Avenue
14. 19th Street from Tidelands Avenue to Cleveland Avenue
15. 24th Street from "D" Avenue to Highland Avenue
16. 24th Street from Highland Avenue to "L" Avenue
17. 30th Street from Hoover Avenue to National City Boulevard
18. 30th Street from National City Boulevard to Highland Avenue
19. Bay Marina Drive from Tidelands Avenue to I-5
20. Civic Center Drive from Harbor Drive to National City Boulevard
21. Cleveland Avenue from Civic Center Drive to Bay Marina Drive
22. "D" Avenue from 18th Street to 24th Street
23. "D" Avenue from 24th Street to 30th Street
24. Division Street from National City Boulevard to "D" Avenue
25. Euclid Avenue from North City Limit to 4th Street
26. Harbison Avenue from Division Street to 4th Street
27. Harbison Avenue from 4th Street to 8th Street
28. Harbison Avenue from 8th Street to Plaza Boulevard
29. Harbison Avenue from Plaza Boulevard to 16th Street
30. Highland Avenue from National City Limit to Division Street
31. Highland Avenue from 8th Street to 18th Street
32. Highland Avenue from 24th Street to 30th Street
33. Highland Avenue from 30th Street to South City Limit
34. Hoover Avenue from 30th Street to 33rd Street
35. "L" Avenue from 16th Street to 24th Street
36. Main Street from I-5 to National City Boulevard
37. McKinley Avenue from 19th Street to 23rd Street
38. Mile of Cars Way from I-5 to National City Boulevard
39. National City Boulevard from 8th Street to 18th Street
40. Newell Street from 18th Street to Prospect Street
41. Palm Avenue from Division Street to Plaza Boulevard
42. Palm Avenue from Plaza Boulevard to 16th Street
43. Plaza Boulevard from National City Boulevard to Highland Avenue
44. Plaza Boulevard from Highland Avenue to Palm Avenue
45. Roosevelt Avenue from Division Street to 8th Street
46. Wilson Avenue from Civic Center Drive to 18th Street

C. Thirty-five miles per hour is declared and established as the prima facie speed limit on the following streets:

1. 8th Street from Palm Avenue to Euclid Avenue
2. 8th Street from Euclid Avenue to Harbison Avenue
3. 8th Street from Harbison Avenue to Paradise Valley Road/Plaza Boulevard
4. 24th Street from National City Boulevard to "D" Avenue
5. 30th Street from Highland Avenue to "L" Avenue
6. Division Street from Highland Avenue to Palm Avenue
7. Division Street from Palm Avenue to Euclid Avenue
8. Division Street from Euclid Avenue to Harbison Avenue
9. Euclid Avenue from 4th Street to 8th Street
10. Euclid Avenue from 8th Street to 20th Street
11. Euclid Avenue from 20th Street to 24th Street
12. Highland Avenue from 18th Street to 24th Street
13. Hoover Avenue from Mile of Cars Way to 30th Street
14. National City Boulevard from Division Street to 8th Street
15. National City Boulevard from 18th Street to 30th Street
16. National City Boulevard from 30th Street to South City Limit
17. Palm Avenue from I-805 to Division Street
18. Plaza Bonita Road from Sweetwater Road to Bonita Mesa Road
19. Plaza Boulevard from Palm Avenue to Euclid Avenue
20. Plaza Boulevard from Euclid Avenue to Harbison Avenue
21. Sweetwater Road from 2nd Avenue to I-805/Euclid Avenue
22. Tidelands Avenue from Civic Center Drive to 19th Street
23. Tidelands Avenue from 19th Street to Bay Marina Drive
24. Tidelands Avenue from Bay Marina Drive to 32nd Street

D. Forty miles per hour is declared and established as the prima facie speed limit on the following streets:

1. Harbor Drive from 8th Street to Civic Center Drive
2. Paradise Valley Road from 8th Street to Plaza Entrada
3. Plaza Bonita Center Way from Valley Road to Sweetwater Road
4. Plaza Boulevard from Harbison Avenue to 8th Street
5. Valley Road from Sweetwater Road to Calle Abajo
6. Valley Road from Plaza Bonita Center Way to San Miguel Court

E. Forty-five miles per hour is declared and established as the prima facie speed limit on the following streets:

1. Harbor Drive from North City Limit to 8th Street
2. Sweetwater Road from I-805/Euclid Avenue to Valley Road
3. Sweetwater Road from Valley Road to Plaza Bonita Road
4. Sweetwater Road from Plaza Bonita Road to Plaza Bonita Center Way

Section 2: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

Section 3: The City Clerk shall certify to the adoption of this Ordinance and shall public in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, California, held on this 21st day of November, 2023.

PASSED and ADOPTED this 5th Day of December 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Housing Authority
Prepared by: Angelita Palma, Housing Programs Manager
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

TEFRA Hearing Union Tower

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the Approval of a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority in an Aggregate Principal Amount Not-To-Exceed \$45,000,000 to Finance and Refinance a Qualified Residential Rental Project for the Benefit of an Ownership Entity to be Created by Wakeland Housing and Development Corporation”.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Wakeland Housing and Development Corporation (the “Sponsor”), on behalf of an ownership entity to be created by the Sponsor or an affiliate thereof (such ownership entity, the “Borrower”), requested that the California Municipal Finance Authority (“CMFA”) serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$45,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance and refinance the acquisition, construction, development, and equipping of a 94-unit qualified residential rental project (the “Project”) to be owned and operated by the Borrower and located at 2312 F Avenue in the City of National City, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of National City must conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. The TEFRA Hearing was noticed twice in Star News (“Exhibit A”), once on November 17, 2023 and the second time on December 1, 2023. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities, including the City of National City, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

FISCAL IMPACT

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of National City, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

FINANCIAL STATEMENT:

The City will have no financial liability as a result of approving the issuance of the bonds. It is anticipated that the City will receive an undetermined portion of the costs of issuance fee from the CMFA.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with the Brown Act. Public Notice was published in The Star News, on City Website and Posted on Bulletin Boards at City Hall at least 7 days in advance.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – TEFRA Public Hearing Notice Published November 17, 2023

Exhibit B – TEFRA Public Hearing Notice Published December 1, 2023

Exhibit C - Resolution

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on December 5, 2023, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to a plan of finance that includes the proposed issuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in one or more series in an amount not to exceed \$45,000,000 (together with a like amount of refunding bonds) (the "Bonds"), including but not limited to revenue bonds issued to finance or refinance the acquisition, construction, development and equipping of a 94-unit qualified residential rental project (the "Project") to be located at 2312 F Avenue, site generally located north of E 24th Street, south of E 22nd Street and east of D Avenue, in the City of National City, California (the "City"). The Project is to be owned and operated by an ownership entity to be created by Wakeland Housing and Development Corporation or an affiliate thereof (such ownership entity, the "Borrower").

The Bonds and the obligation to pay principal thereof and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard, and will be held in the Civic Center Council Chambers, 1243 National City Boulevard, National City, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to, City Clerk, City Hall, 1243 National City Boulevard, National City, California 91950-4301 or by visiting <https://www.nationalcityca.gov/government/city-clerk/public-comments>.

Shelley Chapel, City Clerk, City of National City
Published in the Star News, Friday, November 17, 2023 and December 1, 2023

**CITY OF NATIONAL CITY
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on December 5, 2023, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to a plan of finance that includes the proposed issuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in one or more series in an amount not to exceed \$45,000,000 (together with a like amount of refunding bonds) (the "Bonds"), including but not limited to revenue bonds issued to finance or refinance the acquisition, construction, development and equipping of a 94-unit qualified residential rental project (the "Project") to be located at 2312 F Avenue, site generally located north of E 24th Street, south of E 22nd Street and east of D Avenue, in the City of National City, California (the "City"). The Project is to be owned and operated by an ownership entity to be created by Wakeland Housing and Development Corporation or an affiliate thereof (such ownership entity, the "Borrower").

The Bonds and the obligation to pay principal thereof and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard, and will be held in the City Hall Council Chamber, 1243 National City Boulevard, National City, California. Interested persons may provide public comment in favor or against the item by appearing in person at the above-described public meeting or by email to the City Clerk at publiccomment@nationalcityca.gov at least 4 hours prior to the City Council Meeting to allow time for distribution to the City Council.

For more information, visit: <https://www.nationalcityca.gov/government/city-clerk/public-comments>. Additional information concerning the above matter may be obtained from the City website including review of the report being presented to the City Council at <https://www.nationalcityca.gov/government/city-clerk/public-meetings> or by contacting the City Clerk, City Hall, 1243 National City Boulevard, National City, California 91950-4301.

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. Hearing-impaired persons, please use the CAL Relay Service Number 711. Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk prior to the start of the meeting for assistance.

Shelley Chapel, City Clerk, City of National City
Published in the Star News, Friday, December 1, 2023

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE APPROVAL OF A PLAN OF FINANCE INCLUDING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$45,000,000 TO FINANCE AND REFINANCE A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF AN OWNERSHIP ENTITY TO BE CREATED BY WAKELAND HOUSING AND DEVELOPMENT CORPORATION

WHEREAS, Wakeland Housing and Development Corporation (the “Sponsor”), on behalf of an ownership entity to be created by the Sponsor or an affiliate thereof (such ownership entity, the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) undertake a plan of finance, including the issuance from time to time of one or more series of revenue bonds in an aggregate principal amount not to exceed \$45,000,000 (together with a like amount of refunding bonds) (the “Bonds”) to finance and refinance the acquisition, construction, development and equipping of a 94-unit qualified residential rental project (the “Project”) to be owned and operated by the Borrower and located at 2312 F Avenue in the City of National City, California (the “City”); and

WHEREAS, an “applicable elected representative” of the jurisdiction in which the Project is to be located is required to approve the plan of finance for the Project, including the issuance of the Bonds, under Section 147(f) of the Internal Revenue Code (“Code”); and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is an “applicable elected representative” for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the plan of finance for the Project, including the issuance of the Bonds by the Authority, in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the plan of finance for the Project, including the issuance of the Bonds by the Authority.

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

Section 1: The foregoing recitals are true and correct.

Section 2: The City Council hereby approves the plan of finance for the Project, including the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the plan of finance for the Project, including the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3: The officers of the City are hereby authorized and directed, jointly and severally, and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4: The Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 5: The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 5th day of December 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, City Manager

SUBJECT:

Appointments of City Councilmember to Regional Boards and Committees for Outside Agencies

RECOMMENDATION:

Mayor to Appoint with City Council Consensus to Certain Regional Boards and Committees. Adopt Resolutions Memorializing the Appointments for the Use by Other Agencies: (1) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego Association of Governments (SANDAG) Board of Directors; (2) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego County Water Authority Board of Directors; and (3) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the Various Regional Committee Assignments.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

As per California Government Code Section 40605; In General Law Cities where the Office of Mayor is an elective official, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute. Appointments for consideration for 2024:

- San Diego Association of Governments (SANDAG) – Primary and Alternate (Annual)
- Shoreline Preservation Working Group – Primary and Alternate (Annual)
- Bayshore Bikeway Working Group – Primary and Alternate (Annual)
- League of California Cities – Primary, Alternate (Annual)
- San Diego Community Power (SDCP) Joint Powers Authority (JPA) Board (Annual)

FINANCIAL STATEMENT:

None.

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 – Current 2023 Regional Boards and Committee Appointments

Exhibit B – Resolution SANDAG Appointment

Exhibit C – Resolution SANDAG Appointment – Shoreline Working Group

Exhibit D – Resolution Various Regional Committee Assignments

REGIONAL BOARDS AND COMMITTEES – OUTSIDE AGENCIES

As of 11/28/2023

<p>SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) BOARD The Regional Council of Governments, which fosters cooperation on solving regional issues, such as transportation. Includes Regional Transportation Commission (RTC) Meeting.</p> <p>2023 City Council Appointment: Primary: Luz Molina (Term: December 2023) First Alternate: Jose Rodriguez (Term: December 2023) Second Alternate: Ditas Yamane (Term: December 2023)</p> <p>Board of Directors, and additional Policy Advisory Committees(PAC):</p> <ol style="list-style-type: none"> 1. Executive Committee 2. Transportation Committee 3. Regional Planning Committee 4. Borders Committee 5. Public Safety Committee <p><small>*Term is annual and must be appointed by December 31.</small></p>	<p>Meetings: Board Business Meeting – 4th Friday of each month at 9:00 a.m. and 2nd Friday at 9:00 a.m.</p> <p>Public Safety Meeting – 3rd Friday of each month at 1:00 p.m.</p> <p>Regional Planning Meeting – 1st Friday of each month at 12:30 p.m.</p> <p>Stipend: \$150 Board Meetings \$100 PAC Meetings \$100 RTC Meetings</p> <p>Staff Assigned: Stephen Manganiello, EPW (Transportation Committee) Martin Reeder, Planning (Regional Planning Committee)</p>
<p>LEAGUE OF CALIFORNIA CITIES A Coalition of California Cities meeting on issues of local, regional and statewide concern.</p> <p>2023 City Council Appointment: Primary: Ron Morrison (Term expires: December 2023) Alternate: Luz Molina (Term expires: December 2023)</p> <p><small>*Annual Term</small></p>	<p>Meetings: 2nd Monday of each month 11:30 – 1:00 p.m.</p> <p>Stipend: None. Staff Assigned: Ben Martinez</p>
<p>METROPOLITAN TRANSIT SYSTEM BOARD (MTS) Public Transportation Issues.</p> <p>2023 City Council Appointment: Primary: Marcus Bush (Term expires: December 2023) Alternate: Jose Rodriguez (Term expires: December 2023)</p> <p><small>*Term is two (2) years or end of elected term</small></p>	<p>Meetings: Executive Committee – Thursdays at 9:00 a.m.</p> <p>Stipend: \$150 Board Meeting Staff Assigned: Luca Zappiello (EPW)</p>
<p>REGIONAL SOLID WASTE ASSOCIATION (RSWA) A Joint Powers Authority (JPA) of the Cities of Del Mar, Encinitas, Escondido, National City, Poway, Solana Beach, and Vista. Its purpose is to address solid waste, household hazardous waste, and other environmental issues on a regional level.</p> <p>2023 Mayoral Appointment: Primary: Ron Morrison Alternate: Jose Rodriguez</p> <p><small>*Term is two (2) years or end of elected term</small></p>	<p>Meetings: 1st Thursday of each Quarter at 9:00 a.m.</p> <p>Stipend: \$150 Board Meeting Staff Assigned: Ricardo Rodriguez (EPW) /Consultant</p>

REGIONAL BOARDS AND COMMITTEES – OUTSIDE AGENCIES

As of 11/28/2023

<p>PORT OF SAN DIEGO PUBLIC ART COMMITTEE</p> <p>2023 Mayoral Appointment: Community Representative: Augustin Buela Jr. (Term: December 31, 2025)</p> <p>Term is for three (3) years. *No member may serve more than six (6) years per BPC Policy No. 609 (7)</p>	<p>Meetings: Monthly basis, as needed.</p> <p>Stipend: None. Staff Assigned: Ben Martinez</p>
<p>METRO WASTEWATER JPA</p> <p>Oversees the sewage system for the San Diego area and makes decisions regarding financial expenditures relating to the sewage system. Appointee from each agency plus an alternate.</p> <p>2023 Mayoral Appointment: Primary: Ditas Yamane (Term expires: December 2023) Alternate: Jose Rodriguez (Term expires: December 2023)</p> <p>*Term is two (2) years or until no longer elected official.</p>	<p>Meetings: Metro Commission/JPA – 1st Thursday of each month at 12:00 p.m.</p> <p>MetroTAC Committee – 3rd Wednesday of each month at 11:00 a.m.</p> <p>Stipend: \$150 per Meeting Staff Assigned: Martha Juarez (EPW)/Consultant</p>
<p>SAN DIEGO COUNTY WATER AUTHORITY (SDCWA)</p> <p>Providing safe and reliable supply of water.</p> <p>2023 City Council Appointment: Primary: Ditas Yamane Proxy Selected within Board by Primary: Jose Crista</p> <p>Board of Directors, and additional Standing Committees:</p> <ol style="list-style-type: none"> 1. Administrative and Finance Committee 2. Engineering and Operations Committee 3. Imported Water Committee 4. Legislation and Public Outreach Committee 5. Water Planning and Environmental Committee <p>*Term is two (2) years per SDCWA Article 2.00.040</p>	<p>Meetings: Board Business Meetings - 4th Thursday of each month, except November and December at 9:00 a.m.</p> <p>Stipend: \$150 Board of Directors Meeting \$180 Officers (Chair/Vice-Chair) Staff Assigned: Martha Juarez (EPW)</p>
<p>SAN DIEGO UNIFIED PORT DISTRICT</p> <p>2023 City Council Appointment: Community Representative: Sandy Naranjo (Term expires: December 2024)</p> <p>*Term is four (4) years per SD Unified Port District Act</p>	<p>Meetings: Board Meetings – 2nd Tuesday of month at 1:00 p.m.</p> <p>Stipend: None. Staff Assigned: Ben Martinez</p>
<p>OTAY AND SWEETWATER RIVER WATERSHED PANEL</p> <p>2023 City Council Appointment: Primary: Marcus Bush (Term expires: December 2023) Alternate: Jose Rodriguez (Term expires: December 2023)</p> <p>*Term is two (2) years or end of elected term Per PRC 22.9 Chapter 4.5</p>	<p>Meetings: 2nd Thursday every other month beginning January 2:00 p.m. to 4:00 p.m.</p> <p>Staff Assigned: Martin Reeder</p>

REGIONAL BOARDS AND COMMITTEES – OUTSIDE AGENCIES

As of 11/28/2023

<p>SWEETWATER AUTHORITY</p> <p>2023 Mayoral Appointment: (Per Sweetwater Policy 506): Community Representatives: Ron Morrison Ditas Yamane (Term expires: December 31, 2026) Citizen Advisory Committee: Primary: William Sendt Alternate: Aida Castneda</p> <p><small>*Term of four (4) years or end of elected term. Per Sweetwater Policy 506</small></p>	<p>Meetings: 2nd Wednesday of month at 6:00 p.m. 4th Wednesday of month at 6:00 p.m.</p> <p>Stipend: \$150 Board Meeting Staff Assigned: Ben Martinez</p>
<p>San Diego Community Power (SDCP) Joint Powers Authority (JPA) Board</p> <p>2023 Mayoral Appointment: Primary: Ditas Yamane Alternate: Marcus Bush</p> <p><small>*Per JPA Agreement Section 4.2</small></p>	<p>Meetings: 4th Thursday of month at 5:00 p.m.</p> <p>Stipend: None. Staff Assigned: Martha Juarez (EPW)</p>
<p>San Diego County Air Pollution Control Board Primary: Marcus Bush</p>	

SANDAG COMMITTEES AND WORKING GROUPS

<p>MOBILITY WORKING GROUP Chair: Jose Rodriguez</p>	<p>Staff Assigned: Luca Zappiello (EPW)</p>
<p>PUBLIC SAFETY COMMITTEE (Regional Chief)</p>	<p>Staff Assigned: Alex Hernandez</p>
<p>REGIONAL HOUSING NEEDS ALLOCATION (RHNA)</p>	<p>Staff Assigned: Carlos Aguirre</p>
<p>SAN DIEGO REGIONAL MILITARY WORKING GROUP</p>	<p>Staff Assigned: Ben Martinez</p>
<p>SHORELINE PRESERVATION WORKING GROUP</p> <p>2023 City Council Appointment: Primary: Jose Rodriguez (Term expires: December 2023) Alternate: Marcus Bush (Term expires: December 2023)</p> <p><small>*Per SANDAG Policy Advisory Committee Membership Policy No. 002 *Term is annual</small></p>	<p>Meetings: Quarterly on 1st Thursday of month at 11:30 a.m.</p> <p>Stipend: None. Staff Assigned: Martin Reeder</p>
<p>SUSTAINABLE COMMUNITIES WORKING GROUP</p>	<p>Staff Assigned: Martin Reeder (Planning)</p>

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPOINTING MEMBERS OF THE CITY COUNCIL TO THE SAN DIEGO ASSOCIATION OF
GOVERNMENTS BOARD OF DIRECTORS**

WHEREAS, California Public Utilities Code Section 132351.1(d)&(f) require that the City Council appoint a primary representative and alternate to the San Diego Association of Governments (SANDAG) Board of Directors; and

WHEREAS, SANDAG requests that the appointments be made by the Legislative Body (City Council) and that the appointment be made no later than January 31.

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

Section 1: That the following City of National City Councilmembers are appointed to the San Diego Association of Government Board of Directors, for a term ending in December 2024 or until replacements are appointed:

PRIMARY MEMBER: _____

ALTERNATE: _____

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

Section 3: Direction to the City Clerk to provide a certified copy of the resolution in its entirety to SANDAG prior to the January 31 deadline.

PASS AND ADOPTED this 5th day of December 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,
CALIFORNIA, APPOINTING MEMBERS OF THE CITY COUNCIL TO THE SAN
DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) SHORELINE
PRESERVATION WORKING GROUP**

WHEREAS, California Public Utilities Code Section 132351.1(d)&(f) require that the City Council appoint a primary representative and alternate to the San Diego Association of Governments (SANDAG) Shoreline Preservation Working Group; and

WHEREAS, SANDAG requests that the appointments be made by the Legislative Body (City Council) and that the appointment be made no later than January 31.

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

That the above recitals are true and correct.

Section 1: That the following City of National City Councilmembers are appointed to the San Diego Association of Government Shoreline Preservation Working Group, for a term ending in December 2024 or until replacements are appointed:

PRIMARY MEMBER: _____

ALTERNATE: _____

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

Section 3: Direction to the City Clerk to provide a certified copy of the resolution in its entirety to SANDAG prior to the January 31 deadline.

PASS AND ADOPTED this 5th day of December 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
CONFIRMING THE MAYORAL APPOINTMENTS OF MEMBERS OF THE CITY COUNCIL TO
THE VARIOUS REGIONAL COMMITTEE ASSIGNMENTS**

WHEREAS, California Government Code Section 40605 requires that the Mayor appoint, with City Council concurrence, City Councilmembers to various regional committee assignments as listed in Exhibit A; and

WHEREAS, the regional agencies request that the appointments be made no later than the first Regular City Council Meeting in 2024; and

WHEREAS, the City Council shall consider each of the Mayoral nominations.

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

Section 1: That the Mayor Appointments to the Regional Committee Assignments as listed in Exhibit A are confirmed for terms ending in December 2024, or until end of specified term or until replacement is appointed.

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

PASS AND ADOPTED this 5th day of December 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, City Manager

SUBJECT:

Selection of Vice-Mayor for 2024

RECOMMENDATION:

Selection of a Councilmember as Vice-Mayor May be Accomplished by Approval of a Motion per the Policy.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On November 20, 2018, the City Council adopted City Council Policy No. 120 as the Selection of Vice-Mayor procedure. The express purpose of the policy is to provide every member of the City Council with an opportunity to serve as Vice-Mayor.

The City Council Policy No. 120 provides that the selection is made based on the length of time that a member has served on the City Council, and whether or not the member has previously had the opportunity to serve in the last three (3) consecutive years.

Current City Councilmembers who have previously served as Vice-Mayor in the past three (3) years:

2020 – Marcus Bush 2021 – Jose Rodriguez 2023 – Luz Molina

The Policy provides that the position of the Vice-Mayor shall be rotated among the Councilmembers so that each Councilmember serves one (1) year as Vice-Mayor during their four (4) year term. Councilmember Yamane is next in line to be considered for appointment.

FINANCIAL STATEMENT:

None.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – City Council Policy No. 120 – Selection of Vice-Mayor

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Selection of Vice Mayor	POLICY # 120
ADOPTED: November 20, 2018	AMENDED: August 15, 2023

PURPOSE

In order to provide every member of the City Council with an opportunity to serve as Vice-Mayor, it is the policy of the City Council that selection be made on the basis of the length of time that a member has served on the City Council, and whether or not the member has previously had the opportunity to serve.

POLICY

It is the policy of the City Council of the City of National City that the position of Vice-Mayor shall be rotated among the Councilmembers so that each Councilmember serves one (1) year as Vice-Mayor during their four (4) year term. The City Council shall select the Vice-Mayor in accordance with the procedure set forth herein.

1. As a General Law City, selection of the Vice-Mayor is governed by Sections 36801 and 34905 of the California Government Code.

Section 36801 provides:

The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore. [Referred to as the "Vice-Mayor" in National City.]

Because National City has a directly-elected Mayor, pursuant to Title 4, Division 2, Article 3 of the Government Code, the provisions of Section 36801 pertaining to the City Council selecting the Mayor do not apply; the Council selects only the Vice-Mayor.

2. The Vice-Mayor shall have the powers and duties as specified in Government Code Section 36802, which provides that the Mayor shall preside at the meetings of the City Council and that if the Mayor is absent or unable to act, the Vice-Mayor shall serve until the Mayor returns or is able to act. The Vice-Mayor has all of the powers and duties of the Mayor.
3. The term of Vice-Mayor shall be for one- year and, in accordance with Government Code Section 36801, selection of the Vice- Mayor shall occur upon certification of the election results. For purposes of this policy, the election assumes the general election held in November and Certification of the Election

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Selection of Vice Mayor	POLICY # 120
ADOPTED: November 20, 2018	AMENDED: August 15, 2023

results generally occurring in December.

4. The Vice-Mayor shall be the Councilmember with the most seniority who has not been Vice-Mayor in the last three (3) consecutive years. In the event two (2) or more Councilmembers have equal seniority and have not been Vice-Mayor in the last three (3) consecutive years, the Councilmember with the most votes in their last regular general election shall serve as Vice-Mayor.
5. In the event of a vacancy on the City Council that is filled by appointment, the appointee shall not be included in the rotation for Vice-Mayor during the appointed term of office.

Related Policy References

California Government Code Sections 36801-36802
California Elections Code Sections 10262 - 10263

Prior Policy Amendments:

November 20, 2018 (Resolution No. 2018-204)
September 19, 2000 (Resolution No. 2000-120)



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, December 5, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Discussion of the Levine Act – Post SB 1439

RECOMMENDATION:

Receive and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Levine Act of 1982 was an Anti-Corruption Law that only impacted non-elected appointed officials of a local agency – think Planning Commissioners.

On January 1, 2023, SB 1439, a new law went into effect, amending the Levine Act (Government Code Section 84308), and as a result of changes to the law, it will now affect our City Councilmembers, Planning Commissioners and future City Council Candidates. In other words, members of our Legislative Body who are directly elected by voters, or those appointed by them making decisions on behalf of the City such as the Planning Commission.

As of January 1, 2023, Local Officials subject to SB 1439 will no longer be allowed to participate in the approval of a proceeding involving a license, permit, or other entitlement for use. That may include the following if presented to the City Council, if a campaign contribution has been received from the applicant or their agents:

1. Applied for by the party;
2. Formally or informally requested by the party'
3. A contract between the Agency and the party or a franchise granted by the agency to the party, other than a contract that is competitively bid, a labor contract, or a personal employment contract. (G.C. 84308.2)

City Councilmembers are required to disclose on record any contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding twelve (12) months to any Candidate Controlled Committees. The prohibition applies to any 12 months while the proceeding is pending and for 12 months following the date a final decision is rendered in the proceeding.

Additionally, in an entitlement-for-use proceeding, a party—but not a participant—is required to disclose any contributions exceeding an aggregate of \$250 that the party and their agents have made to an officer of the agency within the preceding 12 months.

The PowerPoint being presented is a high-level overview of the new legislation and the responsibilities of those parties involved. The law does specifically place the responsibility for reporting on those who are either doing business with the City and have contributed in the past twelve (12) months and those who are recipients of the contributions. It is the responsibility of the City Councilmember and Planning Commissioners to recuse themselves from participating in an item that may conflict with these requirements.

FINANCIAL STATEMENT:

Not Applicable

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 the meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Memo to Mayor and City Councilmembers, Members of Appointed Boards, Commissions & Committees Authored by City Clerk Chapel and City Attorney Schultz
Exhibit B – PowerPoint Presentation



August 30, 2023

TO: Mayor and City Councilmembers
Members of Appointed Boards, Commissions, & Committees

FROM: Shelley Chapel, MMC, City Clerk
Barry J. Schultz, City Attorney

RE: New Legislation SB 1439

On January 1, 2023, a new law, SB 1439, went into effect, amending the Levine Act (Government Code Section 84308). Regulations clarifying the new law took effect on August 12, 2023. As a result of changes to the law, it will now affect our City Councilmembers, Planning Commissioners and future City Council candidates.

Local officials subject to SB 1439 will no longer be allowed to participate in a proceeding involving a license, permit, or other entitlement for use when a party or participant¹ in the proceeding has contributed more than \$250 within the preceding twelve (12) months to the official. Such proceedings include any proceeding to grant, deny, revoke, restrict, or modify a license, permit, or other entitlement for use, that does not solely involve a purely ministerial decision and is:

1. Applied for by the party;
2. Formally or informally requested by the party;
3. A contract between the agency and the party or a franchise granted by the agency to the party, other than a contract that is competitively bid, a labor contract, or a personal employment contract. (2 Cal. Code Regs. § 18438.2)

City Councilmembers and other local officials shall not accept, solicit, or direct a contribution of more than \$250 from a party or the party's agents while a proceeding involving a license, permit or other entitlement for use is pending² and for 12 months following the date a final decision is rendered. (Gov. Code § 84308(b))

Disclosure under Government Code Section 84308

- (a) A local official who is required by Section 84308(c) to disclose the receipt of a contributions shall disclose any disqualifying contribution the local official knows of or has reason to know of, either orally or in writing, on the public records at the beginning of a public meeting in a proceeding involving the license, permit, or other entitlement for use, if a meeting is held. However, in the circumstance where the officer learns of the contribution during the public meeting, the officer shall make the disclosure on the

¹ A "participant" includes a contributor who is speaking in opposition or in favor of an item before the City Council/Planning Commission and who has a financial interest in the decision, which could influence a voting member. (See Government Code Section 84308)

² A "proceeding is pending" includes where an officer knows or has reason to know a proceeding involving a license, permit or other entitlement for use is before the jurisdiction of the agency for its decision or other action and it is reasonably foreseeable the decision will come before the officer in the officer's decision-making capacity.

public records prior to continuing to take part in the proceeding. If there is no public meeting, written disclosure shall be entered in the agency's official records. The Councilmember shall disclose that they have received contributions from a party, participant, or agent of a party or participant, greater than \$250 within the preceding 12 months and the name(s) of the contributor(s).

Furthermore, if noticed on the Forecast Calendar, Public Notice, Public Hearing Notice, or any other form of notification that a project may be coming before the Legislative Body in the future, whether this information was received formally or informally, the local official must recuse themselves.

Responsibilities of Reporting

This self-reporting responsibility resides with the official. The City Manager, City Attorney, City Clerk or other City staff will not be responsible for tracking this information nor responsible for notifying the Councilmember or other local official of any potential conflict of interest.

The City Clerk's Office will provide opportunity for self-reporting by those who are doing business with the City and who have contributed in the past twelve (12) months in the following resources/applications/forms:

1. The City Website – Agenda area
2. The City Website – Public Comment Page
3. Zoom Registration – Question provided on Zoom Registration
4. The City Council Meeting Speakers Slips
5. Agenda Cover Sheet
6. Staff Reports
7. Agreements
8. Application for Zoning Clearance
9. Business Application
10. Building Permit Application
11. RFQ/RFP
12. Street Vendor Permit
13. Social Media

In addition, all Campaign Contribution reporting information is available to the public via the NetFile Public Portal on the City Website and a link will be provided on the City Council Agenda.

This summary of the Levine Act does not constitute legal advice. The language in the Levine Act and relevant regulations and opinions interpreting it govern over this memo. Further, the information included here is not all-inclusive and does not make the City Clerk's Office liable nor City staff responsible for any lack of reporting. We are providing tools and resources to alert people of their responsibility to self-report. However, we realize that the law and regulations covered in this memo and interpretations thereof are subject to change, and any such changes do not eliminate the requirement of reporting consistent with applicable rules and regulations at that time.

If you have any questions regarding the contents of this memo or its attachments please feel free to contact Shelley in the City Clerk's Office. Additional information on the Levine Act and "pay-

to-play” requirements is available through the Fair Political Practices Commission (FPPC) at <https://fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html> and in the attached FPPC Fact Sheet. A copy of the current version of Government Code section 84308 is also attached, and links to relevant FPPC regulations are included below.

cc: Interim City Manager Martinez
Interim Assistant City Manager Aguirre



THE FINAL REGULATIONS:

The FPPC published the final drafts of the Regulations on June 21, 2023.

Finalized Regulations found at the following links:

- ✚ Adoption of [2 C.C.R. Section 18438](#): Application of Government Code Section 84308.
- ✚ Amendment of [2 C.C.R. Section 18438.1](#): Officers and Agencies under Government Code Section 84308
- ✚ Amendment of [2 C.C.R. Section 18438.2](#): Proceedings under Government Code Section 84308.
- ✚ Amendment of [2 C.C.R. Section 18438.3](#): Agents under Government Code Section 84308.
- ✚ Amendment of [2 C.C.R. Section 18438.4](#): Participants under Government Code Section 84308.
- ✚ Amendment of [2 C.C.R. Section 18438.5](#): Aggregated Contributions under Government Code Section 84308.
- ✚ Amendment of [2 C.C.R. Section 18438.6](#): Solicitation, Direction, and Receipt of Contributions under Government Code Section 84308
- ✚ Repeal of [2 C.C.R. Section 18438.7](#): Prohibitions and Disqualification under Government Code Section 84308
- ✚ Adoption of [2 C.C.R. Section 18438.7](#): Prohibitions and Disqualification under Government Code Section 84308
- ✚ Amendment of [2 C.C.R. Section 18438.8](#): Disclosure under Government Code Section 84308
- ✚ Amendment of [2 C.C.R. Section 18705](#): Legally Required Participation.

**LEVINE ACT – POST SB 1439
DISCUSSION**





Senate Bill 1439

- What officials are impacted?
- What defines a party or participant?
- Candidates and campaign fundraising.
- When is a proceeding considered “pending” before an agency for purposes of the 12-month fundraising ban and disclosure and recusal requirements?
- What constitutes “willful and knowing” receipt of a contribution for purposes of the recusal requirement?
- How can appointed or elected officials cure violations?
- Does the law impact PAC and independent expenditure fundraising?

Levine Act of 1982 — Government Code Section 84308

Anti-Corruption Law intended to curb pay-to-play schemes

FORMER GOVERNMENT CODE SECTION 84308 –

Applies to contributions made and proceedings participated in prior to January 1, 2023

- ❖ Only impacted APPOINTED, NON-ELECTED Local or State Agency Officers (e.g. Planning Commissioners)
- ❖ The fundraising ban for post-proceeding contributions over \$250 was limited to 3 months after the final decision

AMENDED GOVERNMENT CODE SECTION 84308

New Prohibitions and Requirements are effective January 1, 2023

- ❖ Broadened fundraising prohibitions and recusal requirements to include LOCAL ELECTED OFFICERS
- ❖ Fundraising ban for post-proceeding contributions over \$250 was extended to 12 months after the final decision

Who is impacted?

- Current Mayor and City Councilmembers
- Candidates for Mayor or City Councilmember
- Planning Commissioners
- Parties, Participants and their Respective Agents in a proceeding involving a license, permit, or other entitlements for use





License, Permit, or Other Entitlement for Use...

- Identifiable persons who are directly affected
- The direct substantial financial impact on the participants
- All business, professional, trade, and land use licenses and permits and all other entitlements for use
- Land use
- Contracts
- Franchise Agreements

Examples of Entitlement for Use Proceedings

Building and Development Permits

Conditional Use Permits

Contracts Generally, including Small
Purchase Order Agreements

Public Street Abandonments

Private Development Plans

Professional License Revocations

Rezoning of Specific Real Estate
Parcels

Event Permits

Rulemaking Procedures affecting a
Particular Industry where only a small
number of businesses are affected

Special District Formation Proceedings
involving the creation of a Special Use or
Benefit to the persons in the district

Tentative Subdivision and Parcel Maps

Zoning Variances

Party...Participant...Agent?

PARTIES	PARTICIPANTS	AGENT
Files Application or is the Subject of...	Not a "Party" but...	Agent of Party or Participant...
A proceeding involving a license, permit or other entitlements for use.	Actively Supports or Opposes a decision, and who has a financial interest in the decision	Person represents another person for compensation, and appears before or otherwise communicates with the agency to influence the pending proceeding

FINANCIAL INTEREST

A **Business Entity** as an employee, director, officer partner, trustee, manager or an investment interest of \$2,000 or more.

Real Property with a value of \$2,000 or more including a leasehold interest but not a month-to month tenancy.

Source Of Income totaling \$500 or more in the 12 months prior to the proceeding.

Source Of Gift totaling \$590 or more in the 12 months prior to the proceeding.

The participant's **personal finances** or the participant's immediate family member.

How the \$250 is Calculated?

\$250 OVER A 12 MONTH PERIOD

The Aggregate Value Of Contributions Made Over That Period.

If you direct or control an entity's contributions, the entity's contributions shall be aggregated with contributions made by you; and,

Any other entity whose contributions that individual directs or controls.

If two or more entities make contributions that are directed or controlled by a majority of the same persons, the contributions of those entities shall be aggregated.

Officer of an Agency?

Appointed	Elected	Candidate
Members of the Boards, Commissions and Committees	Mayor, City Councilmembers, and City Treasurer	Person running a campaign to become an elected official for the City
A proceeding involving a license, may make, participate in making or attempt to use their official position to influence a decision in the entitlement for use proceeding, or exercise authority or budgetary control over the agency	Same as “Appointed” description and also includes the budgetary control over the agency	A person <u>who if elected may be</u> in a position to make, participate in making or attempt to use their official position to influence a decision

Prohibition: Taking Part in Entitlement for Use Proceeding

- **Making a Governmental Decision:** Authorize, direct, vote, appoint, obligate or commit your agency to any course of action, or enter into a contractual agreement on behalf of your agency.
- **Participating in a Governmental Decision:** Provide information, an opinion, or a recommendation to affect the decision without significant intervening substantive review.
- **Attempting to Use Official Position to Influence a Governmental Decision:** Contact or appear before any official in your agency for the purpose of affecting a decision, or you act or purport to act within your authority or on behalf of your agency in making the contact.

Disclosure Process:

Form: Orally or in writing

Timing: At the beginning of meeting if known prior meeting. If learned at meeting disclosure should be made when aware. If no meeting is held, written disclosure to the City Clerk and City Attorney.

Contents: The fact of receipt of \$250 or more from a party, participant or agent within the preceding 12 months and their name.

Have I “willfully or knowingly” received a \$250 or greater contribution from a party, participant, or agent within the past 12 months?

- ❖ Actual knowledge
- ❖ Disclosure by the party
- ❖ Other reasons to know:

The party or participant has previously made two or more contributions of more than \$250 to you;

You personally solicited the party or participant for a contribution; or

You personally accepted a contribution from the party or participant.

FAQs

Q: DOES THIS INCLUDE POLITICAL ACTION COMMITTEES (PAC)?

A: Only if the name of the Councilmember is named in PAC as endorsed by and is a named Controller of the committee. This includes Treasurer, and Assistant Treasurer.

Q: WHY ARE PLANNING COMMISSIONERS INCLUDED IN THE LEVINE ACT? THEY DON'T RECEIVE CONTRIBUTIONS.

A: Planning Commissioners were always included in the Levine Act, but will now be included in SB 1439 as well.

E.G. If a currently seated Planning Commissioner is running for Office as a City Councilmember, but still on the Planning Commission making decisions on behalf of the City they must report and recuse themselves from the vote.

Q: WHY HAVE YOU INCLUDED CITY COUNCIL CANDIDATES?

A: City Council Candidates are included as the Candidate may be in a decision-making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a Candidate for elected office or has been a Candidate for elected office in the 12 months prior to the proceeding.

Q: What are the potential consequences for violating Section 84308?

A: May result in a civil action brought by the FPPC for an amount up to five-thousand dollars per violation. Any person knowingly or willingly violates any provision of the Act is guilty of a misdemeanor and subject to a fine of up to the greater of ten thousand dollars or three times the amount the person unlawfully contributed upon conviction for each violation.

Q: Are project labor agreements establishing the terms and conditions of employment for workers on certain projects considered exempt “labor contracts”?

A: Yes, a “labor contract” is defined as a contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under and employment policy.



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, December 5, 2023
Approved by: Benjamin A. Martinez, Interim City Manager

SUBJECT:

Verbal Report-Out of Salary and Benefits in the Employment Agreement of the City Manager as Required by the Brown Act.

RECOMMENDATION:

Consider Adoption of the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Appointing Benjamin A. Martinez as City Manager and Authorizing the Mayor to Execute an Employment Agreement between the City of National City and Benjamin A. Martinez with the Effective Date of December 5, 2023."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Brown Act requires that the Salary and Benefits of Executive Employees are read aloud prior to the Adoption of the Resolution Appointing the City Manager and Approving the Employment Agreement pursuant to Government Code Section 54953 (c)(3).

FINANCIAL STATEMENT:

Account No. 001-403-000-1 (Personnel Services)
Funding for this position is included in the Fiscal Year City Manager Personnel Services budget. No additional appropriations are required.

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 the meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement
Exhibit B – Report Out of Salary and Benefits of City Manager
Exhibit C - Resolution

**EMPLOYMENT AGREEMENT
CITY MANAGER
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EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 5th day of December, 2023, by and between the City of National City, a municipal corporation, (hereinafter called "Employer") and Benjamin A. Martinez (hereinafter called "Employee") an individual who has the education, training and experience in local government management to perform satisfactory the duties of the City Manager, both of whom agree as follows:

Section 1 Term.

This Agreement shall remain in full force and effect commencing December 5, 2023 through June 30, 2026 unless sooner terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

Section 2 Duties and Authority.

Employer agrees to employ Benjamin A. Martinez as City Manager, on an at-will basis, to perform the functions and duties specified in the National City Municipal Code and the California Government Code, and to perform other legally permissible and proper duties and functions, commencing on December 5, 2023.

Section 3 Compensation.

A. Base Salary: Employer agrees to pay Employee an annual base salary of Two Hundred Fifty-Five Thousand Seven Hundred and Nineteen Dollars (\$255,719.00) payable in installments at the same time that the other Executive employees of the Employer are paid. Effective February 1, 2024 Employer agrees to pay Employee an annual base salary of Two Hundred Seventy –Two Thousand Two Hundred and Thirty-Eight Dollars (\$272,238.00) reflecting the last installment of the equity increase for the City Manager position.

Section 4 Health, Disability and Life Insurance Benefits.

A. The Employer agrees to provide Employee a cafeteria health benefit of \$1,200.00 per month.

B. The Employer agrees to put into force and to make required premium payments for long-term disability coverage for the Employee.

C. The Employer shall pay the amount of premium due for term life insurance in the amount of \$150,000. The Employee shall name the beneficiary of the life insurance policy.

Section 5 Vacation, Sick and Military Leave.

A. The Employee shall accrue sick, vacation leave, and other paid leave on an annual basis at the rate provided to Executive employees.

B. The Employee is entitled to receive vacation leave, executive leave, sick leave, insurance and retirement benefits in accordance with those benefits provided to the Executive Group of the City.

C. The Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

Section 6 Monthly Vehicle Allowance; Employer Furnished Vehicle.

The Employer agrees to pay to the Employee, during term of this Agreement and in addition to other salary and benefits herein provided the sum of \$9,000.00 per year, payable at \$750.00 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater National City area. For purposes of this Section, use of the car within the greater National City area is defined as travel to locations within a 50-mile radius of the National City Civic Center.

In lieu of receiving a vehicle allowance, the Employee may elect to have the use of an Employer furnished vehicle for the performance of official duties and commuting to and from work. Employer will provide vehicle maintenance, fuel, and insurance for such vehicle.

Section 7 Retirement.

The Employer agrees to enroll the Employee into the Public Employees' Retirement System and to make all the appropriate contributions on the Employee's behalf, for the required Employer share. Employee shall pay the entire employee share, which is 8% at this time and any changed rate during the term of this Agreement. Employee shall pay an additional 1% of the required Employer's normal cost share, in line with the retirement costs paid by other CalPERS classic plan member Executive employees.

Section 8 General Business Expenses.

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the League of California Cities, and such other national, regional, state and local governmental groups and committees in which Employee services as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer.

4. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Administrative Services Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the

reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

6. The Employer shall provide Employee with a computer, software, fax/modem, and cell phone required for the Employee to perform the job and to maintain communication.

Section 9 Termination.

For the purpose of this Agreement, termination shall occur when:

1. The majority of the Employer's City Council votes to terminate the Employee at a duly authorized public meeting.

2. If the Employer, citizens or legislature acts to amend any provisions of the state or local law pertaining to the role, powers, duties, authority, and responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefits of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.

5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

Section 10 Severance.

The Employee is an at-will employee, serving at the pleasure of the Employer's City Council. This Agreement, and the Employee's employment with the Employer, may be terminated with or without cause by the Employer's City Council. In the event the Employee is terminated for cause, or voluntarily resigns his position with the Employer, then the Employee shall not be entitled to the payment of Severance by the Employer.

In the event the Employee is terminated by the Employer other than for cause, and during such time that Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Severance equal to one-half year's base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee.

In the event of Severance, the Employee shall also be compensated for all accrued sick and vacation leave. If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay Severance under this section.

If the Employee is convicted of a crime involving an abuse of office or position, then regardless of the term of the contract, if the Employee is terminated, any cash settlement, including severance, related to the termination received by Employee from Employer shall be fully reimbursed to the Employer.

Section 11 Resignation.

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

Section 12 Performance Evaluation.

Employer may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 13 Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, compatible with the normal business hours of the City of National City.

Section 14 Outside Activities.

A. **Notice and Consent:** Employee shall give written notice to Council for Council's approval of any new outside activities of Employee.

Section 15 Indemnification.

In accordance with federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such cases, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the

Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

If Employee is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, then Employee shall fully reimburse Employer for any funds provided for Employee's criminal defense, if any such funds were provided pursuant to or consistent with this Section. This paragraph shall not be construed as creating or implying an obligation by Employer to provide a criminal defense to Employee.

Section 16 Housing.

During such time as Employee is City Manager and agrees to maintain his principal residence in National City, Employer agrees to provide housing to Employee equivalent to a monthly housing allowance of \$1,200 a month. Employee shall be responsible to pay the monthly cost of all utilities.

Section 17 Other Terms and Conditions of Employment.

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the National City Municipal Code, or any other law.

B. Except as otherwise provide in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed employees of the Employer as provided in the Municipal Code or by practice.

Section 18 Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Mayor City of National City 1243 National City Boulevard National City, CA 91950-4301	EMPLOYEE: Benjamin A. Martinez [At the address of the Employee's principal residence]
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Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 General Provisions.

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on December 5, 2023.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

EMPLOYEE

By: _____
Ron Morrison, Mayor

Benjamin A. Martinez

APPROVED AS TO FORM:

Barry J. Schultz
City Attorney

[To be read aloud prior to Adoption of Resolution Approving Employment Agreement]

**Report Out of Salary and Benefits of
City Manager
Government Code Section 54953 (c)(3)**

The following is a summary of the salary and benefits to be received by the Interim City Manager:

- Effective December 5, 2023 as City Manager.
- \$ 255,719 annual salary.
- \$272,238 annual salary effective February 1, 2024
- \$9,000 per year for Vehicle Allowance or Employer Provided Vehicle.
- Employer provided housing equivalent to a monthly housing allowance of \$1,200 a month
- 10 paid fixed holidays per year.
- 9 days of Administrative Leave per year.
- Vacation accrued at the rate of 13.33 hours per month.
- Employee life insurance of \$150,000.
- Availability of Health and Dental Insurance.
- Participation in CalPERS Retirement System.
- Retiree health benefit of \$20 per month for each year of service.

RESOLUTION NO. 2023 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPOINTING BENJAMIN A. MARTINEZ AS CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND BENJAMIN A. MARTINEZ WITH THE EFFECTIVE DATE OF DECEMBER 5, 2023.

WHEREAS, Benjamin A. Martinez was working in the capacity of Interim City Manager and was selected as City Manager for the City of National City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

SECTION 1. Benjamin A Martinez is hereby appointed to the position of City Manager for the City of National City effective December 5, 2023.

SECTION 2. In consideration of Mr. Martinez's acceptance of the appointment made hereinabove, the City Council hereby approves the following employment terms and conditions:

- A. Commencement of Employment
December 5, 2023, is hereby designated as the date of commencement of Benjamin A. Martinez's duties to serve as City Manager.
- B. Salary / Compensation
The initial base salary to be paid to Benjamin A. Martinez for his services as City Manager shall be \$255,719 annually, then \$272,238 annually effective February 1, 2024. In addition, Benjamin A. Martinez will receive either an Employer employer-provided vehicle or \$9,000 per year for a Vehicle Allowance payable in accordance with the City's customary payroll practices. Further, he will receive Employer-provided housing equivalent to a monthly housing allowance of \$1,200 a month.
- C. Benefits
In addition to base salary, Benjamin A. Martinez shall receive such other benefits as are provided to the Executive Group of the City, including holidays, vacation leave, executive leave, sick leave, and insurance and retirement benefits.

SECTION 3. The Mayor is hereby authorized to execute an Employment Agreement between the City of National City and Benjamin A. Martinez, attached to the Agenda Report as Exhibit A, as City Manager from December 5, 2023, through June 30, 2026, or unless sooner terminated by the Employer or Employee as provided in Section 9, 10 or 11 of the Agreement. Said Agreement is on file in the Office of the City Clerk.

PASSED and ADOPTED this 5th day of December, 2023

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney