

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, JUNE 18, 2019 – 6:00 PM**

**ALEJANDRA SOTELO-SOLIS**  
*Mayor*

**RON MORRISON**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**GONZALO QUINTERO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

*1243 National City Blvd.  
National City, CA 91950  
619-336-4240*

*Meeting agendas and  
minutes available on web*

**WWW.NATIONALCITYCA.GOV**

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **[www.nationalcityca.gov](http://www.nationalcityca.gov)**.

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.*

*Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.*

*Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS AND CERTIFICATES**

1. [National City Celebrates LGBTQ+ Pride Month](#)
2. [National City Celebrates the Countdown to Comic-Con](#)
3. [National City Recognizes Junior Achievement's 100th Year](#)
4. [National City Recognizes San Diego Padres High School Coaches of the Week Nancy and Mike Morales](#)
5. [National City Recognizes the Retirement of Victor Castillo, Director of Center for International Trade Development \(CITD\)](#)

**AWARDS AND RECOGNITIONS**

6. [Employee of the Quarter 2019 - Police Officer Kevin Hirsh. \(Police\)](#)

**PRESENTATIONS**

7. [Center for Business Advancement - Economic Development Programs of Southwestern College. \(Marquise Jackson, Regional Director, San Diego & Imperial SBDC Network\) \(5 Minutes\)](#)
8. [Community Choice Aggregation \(CCA\) - EES Consulting, Inc. \(Engineering/Public Works\) \(5 Minutes\)](#)
9. [SDG&E Clean Energy. \(Engineering/Public Works\) \(5 Minutes\)](#)
10. [Core Values Video Highlighting Customer Service. \(City Manager\) \(5 Minutes\)](#)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

11. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
12. Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of February 19, 2019 and March 5, 2019 and the Special Meeting of the City Council of the City of National City of March 5, 2019. (City Clerk)
13. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code section 2.60.260 and authorizing the City to piggyback onto the City of San Diego and Allstate Security Services, Inc. agreement and authorizing: (1) the Mayor to execute a one-year agreement between the City of National City and Allstate Security Services, Inc. in the not-to-exceed amount of \$40,000 for the provision of security guard service to the National City Public Library, effective July 1, 2019 through June 30, 2020; and (2) authorizing the City Manager to execute four (4) one-year extensions for security guard services with each extension not-to-exceed the amount of \$40,000. (Library)
14. Resolution of the City Council of the City of National City accepting funds in the amount of \$2,500 from the 2019 SDG&E SAFE San Diego Initiative through the Burn Institute, a 501(c)(3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City, and authorizing the establishment of Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. (Fire)
15. Resolution of the City Council of the City of National City authorizing: 1) the City (Buyer) to utilize cooperative purchasing established through Sourcewell previously known as National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase customized lockers from Spacesaver Intermountain, LLC based on their contract 031715-KII with Sourcewell; and 2) the Mayor to execute the Agreement with Spacesaver Intermountain, LLC to purchase and install customized Spacesaver Freestyle lockers to replace dilapidated current lockers and expand capacity in the Police Department Male and Female Locker Rooms, in the amount not to exceed \$228,147.65, and 3) appropriate \$228,147.65 budget under Asset Forfeiture Fund (131). (Police)
16. Resolution of the City Council of the City of National City 1) authorizing the Chief of Police to sign a Memorandum of Understanding with the Federal Bureau of Investigation (FBI) to participate in operations with the San

- Diego Violent Crimes / Bank Robbery Task Force (SDVCTF), 2) authorizing the Chief of Police to sign a Cost Reimbursement Agreement (CRA) with the FBI, 3) authorizing the acceptance of SDVCTF funds of up to \$18,042 per fiscal year, and 4) authorizing the establishment of a Police Department Grants Fund appropriation and corresponding revenue budget for the funds. The SDVCTF conducts criminal investigations to identify and target criminals who engage in violent crimes such as murders, robberies and violent street gangs. (Police)
17. Resolution of the City Council of the City of National City authorizing the Mayor to execute the Second Amendment to the Agreement for Sales Tax Audit and Information Services between the City of National City and Hinderliter, De Llamas and Associates (HdL Companies) for a cannabis study that includes community outreach, model ordinances, return on investment (ROI), cost recovery approaches and technical assistance. (City Manager)
  18. Resolution of the City Council of the City of National City, 1) authorizing the appropriation of \$143,685.00 for Phase I of Paradise Creek Improvements between Highland Avenue and Kimball Way, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency (FEMA); 2) establishing corresponding revenue and expenditure accounts; and 3) committing to providing a local match of \$47,895.00. (Engineering/Public Works)
  19. Resolution of the City Council of the City of National City correcting a clerical error in City Council Resolution No. 2018-124 by authorizing the establishment of an Engineering Grants Fund appropriation in the amount of \$80,000 and a corresponding revenue budget to allow for reimbursement of eligible project expenditures with State Highway Account funds as part of a Systematic Safety Analysis Report Program (SSARP) grant to complete a Citywide Traffic Safety Study. (Engineering/Public Works)
  20. Resolution of the City Council of the City of National City authorizing the installation of 185 feet of "No Parking Vehicles Over 6' High" signage to restrict truck parking on the north side of W. 4th Street between Roosevelt Avenue and National City Blvd in front of "San Diego Leather Jacket Sales" located at 340 National City Blvd. (TSC No. 2019-04). (Engineering/Public Works)
  21. Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of East 17th Street and "L" Avenue to enhance visibility and access from East 17th Street onto "L" Avenue (TSC No. 2019-05). (Engineering/Public Works)

22. [Resolution of the City Council of the City of National City authorizing the installation of 20 feet of yellow curb "Commercial Loading" on the north side of Casa De Salud, located at 1408 Harding Avenue, to allow for loading or unloading of materials \(TSC No. 2019-06\). \(Engineering/Public Works\)](#)
23. [Warrant Register #46 for the period of 5/8/19 through 5/14/19 in the amount of \\$736,321.81. \(Finance\)](#)
24. [Warrant Register #47 for the period of 5/15/19 through 5/21/19 in the amount of \\$1,675,596.34. \(Finance\)](#)

**PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

25. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City confirming the costs of Weed Abatement and Approving the report and account for such, after having considered any objections or protests regarding the following Weed Abatement Properties in National City: 554 220 44 00, 2113 E 4th St.; 556 104 18 00, 333 National City Blvd.; 556 417 07 00, 731 K Ave.; 556 474 17 00, 343 E Plaza Blvd.; 556 552 03 00, 1025 C Ave.; 558 220 06 00, 3102 E 16th St.; 558 320 21 00, Rachael Ave.; 558 320 22 00, 2112 Rachael Ave.; 561 261 02 00, 2220 E 18th St., pursuant to National City Municipal Code Chapters 1.36 \(Abatement of Public Nuisances\) and 9.12 \(Abatement of Weeds and other Fire Hazards\). \(Fire\)](#)
26. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City accepting the National City 2019/2020 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2019-20 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor. \(Engineering/Public Works\)](#)
27. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Title 13, Section 13.28.080 "Signs exempt from the permit requirement" of the National City Municipal Code to exempt the San Diego Metropolitan Transit System \(MTS\) from the City's permit requirements to mount, install, or display signs in the form of advertisements on MTS bus stop benches and shelters located at bus loading zones within the City public right of way. \(Engineering/Public Works\)](#)

28. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, making a Finding of No Significant Environmental Effect for the annexation of 2311 and 2305 Sweetwater Road; General Plan Amendment and Zone Change for the rezoning of said properties, in addition to 3320, 3330, 3336 Orange Street, in order to construct a 5,500 square-foot commercial center; and a Conditional Use Permit for a drive-through business and authorizing the filing of a Notice of Determination. \(Applicant: Muraoka Enterprises, Inc.\) \(Case File No. 2017-13 IS\) \(Planning\) \\*\\*Companion Items #29, #30, #31\\*\\*](#)
29. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment for a change of land use from Low-Medium Density Residential to Major Mixed Use at the property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street in order to construct a 5,500 square-foot commercial center. \(Applicant: Muraoka Enterprises, Inc.\) \(Case File No. 2017-13 GPA\) \(Planning\) \\*\\*Companion Items #28, #30, #31\\*\\*](#)
30. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential \(RS-2\) to Major Mixed-Use District \(MXD-2\) for a 5,500 square-foot commercial center at the property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street. \(Applicant: Muraoka Enterprises, Inc.\) \(Case File No. 2017-13 ZC\) \(Planning\) \\*\\*Companion Items #28, #29, #31\\*\\*](#)
31. [Notice of Decision - Planning Commission approval of a Conditional Use Permit for a drive-through coffee shop on the property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street. \(Applicant: Muraoka Enterprises, Inc.\) \(Case File No. 2017-13 CUP\) \(Planning\) \\*\\*Companion Items #28, #29, #30\\*\\*](#)

## **NON CONSENT RESOLUTIONS**

32. [Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign the Fifth Amendment to the Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc. to continue to provide basic and advanced life support ambulance transportation services effective July 1, 2019 for a period of two years. \(Fire\)](#)
33. [Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign an Agreement between the City of San Diego and City of National City to provide fire and emergency medical dispatch services for a term of 5 years starting on July 1, 2019 to June 30, 2024 at a cost of \\$361,050 in Fiscal Year 2019-20. \(Fire\)](#)

34. [Resolution of the City Council of the City of National City, 1\) awarding a contract to Portillo Concrete, Inc. in the amount of \\$4,060,691 for the Euclid Avenue Bicycle and Pedestrian Enhancements Project, CIP No. 18-10; 2\) authorizing a 10% contingency in the amount of \\$406,069.10 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
35. [Resolution of the City Council of the City of National City approving and adopting the Americans with Disabilities Act \(ADA\) Transition Plan for National City. \(Engineering/Public Works\)](#)

## **NEW BUSINESS**

36. [Temporary Use Permit - NEIGHBORS - A community event and fundraiser to celebrate the 8th & B Development. Hosted by Protea National City LLC on July 13, 2019 at 130 East 8th Street. \(Neighborhood Services\)](#)
37. [Temporary Use Permit - Lowrider Association 1st Annual Car Show hosted by the Lowrider Association at Kimball Park on September 21, 2019 from 11 a.m. to 5 p.m. with no waiver of fees. \(Neighborhood Services\)](#)
38. [Request for Authorization to Opt Out of Microenterprise Home Kitchen Operations \(MEHKO\) Program Participation, which allows individuals to operate a food facility out of a private home, and Request for Approval of Letter Opposing Pending Legislation \(AB-377, Garcia\) that would eliminate the City's authority to Opt Out of MEHKO Program Participation. \(City Attorney\).](#)

## **B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

### **CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **NEW BUSINESS - HOUSING AUTHORITY**

39. [An update on the Community Development Commission-Housing Authority of the City of National City \("CDC-HA"\) and request for direction on the implementation of a CDC-HA advisory committee. \(Housing\)](#)

## **C. REPORTS**

### **STAFF REPORTS**



40. [Verbal report on MLK Community Center facility reservation process. \(Community Services\)](#)
41. [Organizational Update and Assigning Staff Liaisons for Regional Boards and Committees. \(City Manager\)](#)

**MAYOR AND CITY COUNCIL**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday, August 6, 2019 - 5:00 p.m. - Council Chambers - National City, California.

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**CITY COUNCIL SUMMER LEGISLATIVE RECESS**

July 2, 2019 - City Council Meeting - Dispensed With  
July 16, 2019 - City Council Meeting - Dispensed With

The following page(s) contain the backup material for Agenda Item: [National City Celebrates LGBTQ+ Pride Month](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
06/18/19

**NATIONAL CITY CELEBRATES LGBTQ+ PRIDE MONTH**

**PROCLAMATION FORTHCOMING**

The following page(s) contain the backup material for Agenda Item: [National City Celebrates the Countdown to Comic-Con](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
06/18/19

**NATIONAL CITY CELEBRATES THE COUNTDOWN TO COMIC-CON**

**PROCLAMATION FORTHCOMING**

The following page(s) contain the backup material for Agenda Item: [National City Recognizes Junior Achievement's 100th Year](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
06/18/19

**NATIONAL CITY RECOGNIZES  
JUNIOR ACHIEVEMENT'S 100<sup>TH</sup> YEAR**

**Proclamation Forthcoming**

The following page(s) contain the backup material for Agenda Item: [National City Recognizes San Diego Padres High School Coaches of the Week Nancy and Mike Morales](#)

Please scroll down to view the backup material.



Item # \_\_\_\_

06/18/19

**NATIONAL CITY RECOGNIZES SAN DIEGO PADRES  
HIGH SCHOOL COACHES OF THE WEEK  
NANCY AND MIKE MORALES**

The following page(s) contain the backup material for Agenda Item: [National City Recognizes the Retirement of Victor Castillo, Director of Center for International Trade Development \(CITD\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_

06/18/19

**NATIONAL CITY RECOGNIZES THE RETIREMENT OF  
VICTOR CASTILLO, DIRECTOR OF CENTER FOR  
INTERNATIONAL TRADE DEVELOPMENT (CITD)**

The following page(s) contain the backup material for Agenda Item: [Employee of the Quarter 2019 - Police Officer Kevin Hirsh. \(Police\)](#)  
Please scroll down to view the backup material.



CITY OF NATIONAL CITY  
M E M O R A N D U M

DATE: May 29, 2019  
TO: Brad Raulston, City Manager  
FROM: Robert J. Meteau, Jr., Human Resources Director *RM*  
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the 2<sup>nd</sup> Quarter of calendar year 2019 is:

**Police Officer Kevin Hirsh**

*By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, June 18<sup>th</sup>, 2019 to be recognized for his achievement and service.*

Attachment

cc: Kevin Hirsh  
Chief Tellez  
Sergeant Springer  
Human Resources – Office File

RECEIVED

MAY 29 2019

CITY OF NATIONAL CITY  
HUMAN RESOURCES DEPARTMENT



Performance Recognition Award  
**Nomination Form**

I nominate POLICE OFFICER KEVIN HIRSH

for the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

Officer Hirsh has been employed with the National City Police Department since February, 2016, and is currently assigned to the Patrol Division. In 2019, Officer Hirsh investigated a series of financial-related crimes involving a female suspect who was stealing a large sum of money from victims who, at the time, were only trying to help the suspect during a perceived time of the crisis.

During these investigations, Officer Hirsh demonstrated outstanding service to the community he serves, due in part to his meticulous work ethic, as well as his demonstrated ability to employ advanced investigative techniques that are not common among police officers of his tenure and current assignment.

Officer Hirsh's exemplary dedication to his profession aided in the capture and arrest of the suspect. Officer Hirsh's work has been celebrated by his peers and commended by the District Attorney's Office.

**FORWARD COMPLETED NOMINATION TO:**

National City Performance Recognition Program  
Human Resources Department

Nominated by: Sergeant K. Springer

Signature: 

Date: 5/28/19

The following page(s) contain the backup material for Agenda Item: [Center for Business Advancement - Economic Development Programs of Southwestern College. \(Marquise Jackson, Regional Director, San Diego & Imperial SBDC Network\) \(5 Minutes\)](#)

Please scroll down to view the backup material.

**Item # \_\_\_\_**

**06/18/19**

**Center for Business Advancement – Economic Development  
Programs of Southwestern College**

**Marquise Jackson  
Regional Director  
San Diego & Imperial SBDC Network**





# CENTER FOR BUSINESS ADVANCEMENT

PROGRAMS OF SOUTHWESTERN COLLEGE

**Your One-Stop for Business Assistance!**

San Diego, Orange, and Imperial Contracting Opportunities Center

Center for International Trade Development

San Diego & Imperial Women's Business Center

San Diego & Imperial SBDC Network

# San Diego Contracting Opportunities Center (SDCOC)

Assist San Diego small businesses in learning how to do business with federal, state and local government agencies.

**Total Contract Awards:** Over \$1 Billion (thru 2018)  
**Total Jobs Created/Retained:** 6,666 (@ \$150K per job)  
**Client Satisfaction:** > 96%



# SDCOC Services



**Training Workshops**  
1200 businesses/year



**1-on-1 Counseling**  
600 businesses/year

**Locate Opportunities**  
Over 1 Million bids



Become a client online at:  
[www.ptac-sandiego.org/application](http://www.ptac-sandiego.org/application)

# Topics include . . .

## An Introduction to Government Contracting



Small business certifications



Market research



Marketing Strategy



Responding to

Requests for Proposals



Subcontracting/  
Teaming

### Doing Business with . . .



San Diego County  
Water Authority



## International Trade Services



INTERNATIONAL TRADE SERVICES



EXPORT READINESS ASSESSMENT



REQUEST INTERNATIONAL TRADE COUNSELING



TRAINING EVENTS



ONLINE TRAINING



SERVICIOS EN ESPAÑOL



EXPORT FINANCING



CALIFORNIA STEP



SUPPLIER EXPORT PROGRAM

# CITD Services

[www.sandiegocitd.org](http://www.sandiegocitd.org)

Click on the Services tab.

<http://www.sandiegocitd.org/international-trade-services/>

# San Diego & Imperial Small Business Development Center Network



To provide business advising and training to San Diego and Imperial County businesses resulting in economic growth and prosperity for the region.



# What is an SBDC?

Funded in part through a partnership  
with the U.S. Small Business  
Administration

Over 1,000 SBDCs

Comprehensive small business  
assistance

- No cost one-one-one business advising
- No/Low Cost workshops



# SBDC Provides Consulting & Workshops





# San Diego/IV SBDC 2018 Snapshot

- Helped clients increase sales by \$45.5M
- Assisted in the creation of 156 new businesses
- Helped clients obtain over \$38M in capital
- Conducted over 300 training events





**The San Diego & Imperial Women's Business Center (WBC) works to secure ECONOMIC JUSTICE and ENTREPRENEURIAL OPPORTUNITIES for women by providing TRAINING, MENTORING, BUSINESS DEVELOPMENT and FINANCING opportunities to WOMEN ENTREPRENEURS throughout San Diego and Imperial Counties.**





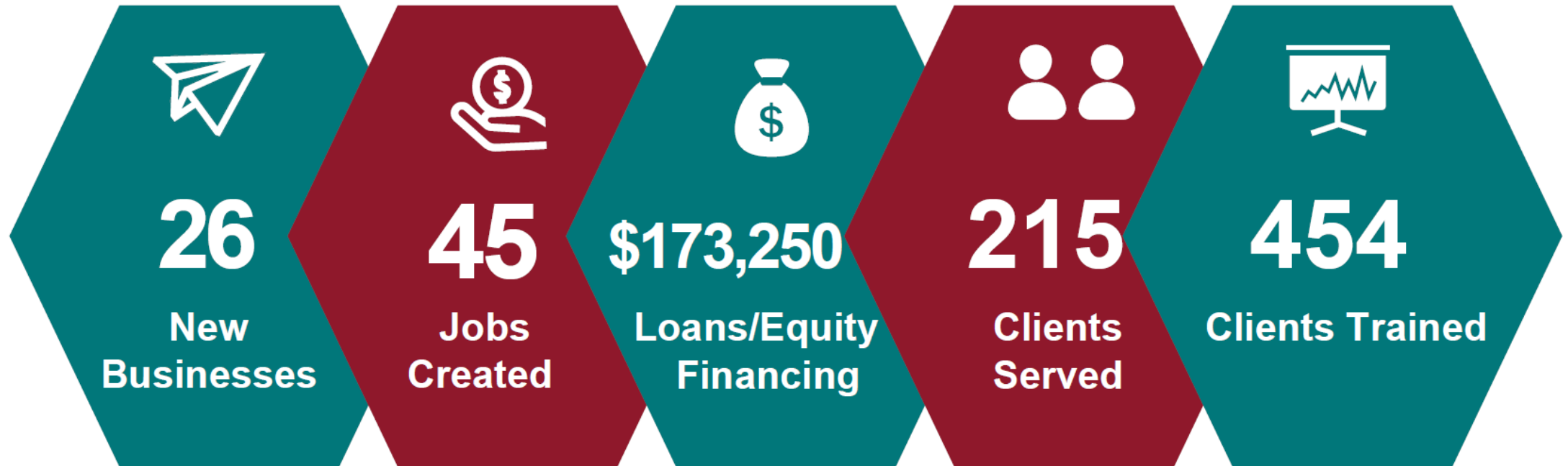
- Training and Workshops
- No cost 1-on-1 Business Advising
- Financial opportunities
- Microloan programs
- Business Plans
- Marketing
- Business Accelerator
- Networking opportunities
- Programs designed for women's unique challenges
  - Mindset Reset for Women Entrepreneur
  - Family Childcare from home

[www.SanDiegoWBC.org](http://www.SanDiegoWBC.org)





## RESULTS





# CENTER FOR BUSINESS ADVANCEMENT

PROGRAMS OF SOUTHWESTERN COLLEGE

We look forward to working with you!

The following page(s) contain the backup material for Agenda Item: [Community Choice Aggregation \(CCA\) - EES Consulting, Inc. \(Engineering/Public Works\) \(5 Minutes\)](#)  
Please scroll down to view the backup material.

ITEM NO.

6-18-19

PRESENTATION ON COMMUNITY CHOICE AGGREGATION (CCA)

EES CONSULTING, INC.

(ENGINEERING/PUBLIC WORKS)

The following page(s) contain the backup material for Agenda Item: [SDG&E Clean Energy. \(Engineering/Public Works\) \(5 Minutes\)](#)  
Please scroll down to view the backup material.



ITEM NO.

6-18-19

PRESENTATION ON SDG&E CLEAN ENERGY

SDG&E

(ENGINEERING/PUBLIC WORKS)

The following page(s) contain the backup material for Agenda Item: [Core Values Video Highlighting Customer Service. \(City Manager\) \(5 Minutes\)](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
06/18/19

**CORE VALUES VIDEO HIGHLIGHTING CUSTOMER SERVICE**

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
06/18/19

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of February 19, 2019 and March 5, 2019 and the Special Meeting of the City Council of the City of National City of March 5, 2019. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
06/18/19

**APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS  
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT  
COMMISSION – HOUSING AUTHORITY OF THE CITY  
OF NATIONAL CITY OF FEBRUARY 19, 2019 AND  
MARCH 5, 2019 AND THE SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY OF MARCH 5, 2019.**

(City Clerk)

**DRAFT      DRAFT      DRAFT**  
**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**February 19, 2019**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:06 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

**ROLL CALL**

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Denham, Duong, Manganiello, Morris-Jones, Mosley, Parra, Raulston, Roberts, Rodriguez, Smith, Vergara, Williams, Yano, Ybarra.  
Others present: City Treasurer Mitch Beauchamp, Student Representative Danielle Cruz.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY VICE MAYOR MORRISON**

**PUBLIC COMMENTS**

Dukie Valderrama, National City, thanked the Mayor and Council for being considered to fill the recent City Council vacancy; complimented them on their choice in selecting Mr. Gonzalo Quintero and expressed his support and confidence in Councilmember Quintero.

Karen Azhocar McManus, National City Rotary Club President, highlighted her club's ongoing community outreach efforts and extended an invitation to their monthly mixer at the Embarcadero Brewing Company.

Frank Scott, National City Rotary Club, said that they need new members and encouraged others to join and support.

Angelica Carrillo, National City Chamber of Commerce, spoke on visibility and community awareness.

Terry Kimball, National City, expressed his thanks to the Council for coming to a unanimous agreement on the City Council vacancy and congratulated new Councilmember Gonzalo Quintero.

Arturo Gurrola and Cesar Ceja, National City, spoke in support, and on behalf of Local 221 Union Carpenters, and stated that they hope to one day be part of a local construction project and get their workers the pay and opportunities that they deserve.

**PROCLAMATIONS AND CERTIFICATES**

**PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)**

1. National City Recognizes American Heart Association Month



## PROCLAMATIONS AND CERTIFICATES (cont.)

### PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

2. National City Celebrates Lunar New Year and the 30th Anniversary of Chan Dong Oriental Supermarket  
**ACTION:** This item was postponed due to the business owners not being in attendance due to other commitments.

## AWARDS AND RECOGNITIONS

### COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)

3. Introduction of New Employee - Robert Meteau, Director of Human Resources. (City Manager)

### COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)

- 3a. Presentation of Certificate Memorializing Adjournment of the Meeting in Honor of Patricia "Pat" Ann Natividad, wife of former City Councilmember Luis "Louie" Natividad. (City Council)

## INTERVIEWS / APPOINTMENTS

### CITY COUNCIL VACANCY (102-15-02)

4. Swearing-In (Ceremonial) of Newly Appointed Councilmember Gonzalo Quintero. (City Clerk)  
**ACTION:** The Oath of Office was administered by Mayor Alejandra Sotelo-Solis. Councilmember Quintero introduced members of his family in attendance.

## CITY COUNCIL

## CONSENT CALENDAR

**ADOPTION OF CONSENT CALENDAR.** Item No. 5 (NCCMC), Item No. 6 (Minutes), Item Nos. 7 through 11 (Resolution Nos. 2019-17 through 2019-20), Item No. 11 (Temporary Use Permit), Item Nos. 12 and 13 (Reports), Item Nos. 14 and 15 (Warrant Registers). Motion by Morrison, seconded by Rios, to approve the Consent Calendar, except for Item No. 9. Carried by unanimous vote.

### MUNICIPAL CODE 2019 (506-2-34)

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)  
**ACTION:** Approved. See above.

**CONSENT CALENDAR (cont.)**

**GENERAL ADMIN (103-2-1)**

6. Approval of the Minutes of the Special Meetings of the City Council of the City of National City of May 8, 2018 and May 29, 2018. (City Clerk)

**ACTION:** Approved. See above.

**BLOCK GRANT PROGRAM ADMIN 2019-2020 (406-1-34)  
GRANT / LIBRARY (206-4-10)**

7. Resolution No. 2019-17. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE ACCEPTANCE OF AN AUGMENTATION TO THE CALIFORNIA LIBRARY LITERACY SERVICES (CLS) GRANT IN THE AMOUNT OF \$28,974 FOR THE NATIONAL CITY LIBRARY'S FISCAL YEAR 2018-19 LITERACY PROGRAM, INCREASING THE TOTAL GRANT AMOUNT FROM \$18,000 TO \$46,974; AND AUTHORIZING THE ESTABLISHMENT OF AN ADDITIONAL \$28,974 LIBRARY GRANTS FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET. (Library)

**ACTION:** Adopted. See above.

**CONTRACT (C2011-30)**

8. Resolution No. 2019-18. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE STANDARD AGREEMENT NO. 18-T4572 WITH THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC) FOR AN AMOUNT NOT TO EXCEED \$76,934 TO PROVIDE OVERSIGHT FOR ENVIRONMENTAL REMEDIATION OF THE WESTSIDE TRANSIT-ORIENTED DEVELOPMENT (WI-TOD) / PARADISE CREEK PARK PROJECT SITE. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONTRACT (C2015-30)**

9. Resolution No. 2019-19. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. S18 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE EUCLID AVENUE BICYCLE AND PEDESTRIAN ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$3,335,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP); AND 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$3,335,000 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)

**TESTIMONY:** Director of Engineering and Public Works Stephen Manganiello provided background information on the project.

Terry Kimball, National City, spoke in opposition.

Daniel Perez, National City, spoke in opposition.

**CONSENT CALENDAR (cont.)**

**CONTRACT (C2015-30)**

9. Resolution No. 2019-19 (continued).

**ACTION:** Motion by Rios, seconded by Quintero to adopt the Resolution. Carried by unanimous vote.

**CONTRACT (C2019-4)**

10. Resolution No. 2019-20. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDDING A CONTRACT TO PORTILLO CONCRETE, INC. IN THE AMOUNT OF \$290,575 FOR THE HARBISON AVENUE ROAD DIET PROJECT, (CIP NO. 18-17); 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$43,586.25 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**TEMPORARY USE PERMITS 2019 (203-1-35)**

11. Temporary Use Permit – National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 2, 2019 with no waiver of fees. (Neighborhood Services)

**ACTION:** Adopted. See above.

**FINANCIAL MANAGEMENT 2019-2020 (204-1-34)**

12. Investment transactions for the month ended October 31, 2018. (Finance)

**FINANCIAL MANAGEMENT 2019-2020 (204-1-34)**

13. Investment transactions for the month ended November 30, 2018. (Finance)

**ACTION:** Approved. See above.

**WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)**

14. Warrant Register #28 for the period of 01/02/19 through 01/08/19 in the amount of \$446,245.08. (Finance)

**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)**

15. Warrant Register #29 for the period of 01/09/19 through 01/15/19 in the amount of \$1,777,456.39. (Finance)

**ACTION:** Ratified. See above.

## NON CONSENT RESOLUTIONS

### FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

16. Resolution No. 2019-21. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING VARIOUS FISCAL YEAR 2019 MID-YEAR BUDGET ADJUSTMENTS. (Finance)

**RECOMMENDATION:** Accept the Staff Report and adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Cano, to accept the report and adopt the Resolution. Carried by unanimous vote.

## NEW BUSINESS

### ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN (1104-1-1)

17. Report regarding Capital Improvement Projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act ("Act"). (Engineering/Public Works)

**ACTION:** Motion by Morrison, seconded by Rios, to file the report. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Absent: None. Abstain: Quintero.

## C. REPORTS

### STAFF REPORTS

There were no Staff Reports

### MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

City Treasurer Mitch Beauchamp suggested keeping a close eye on the budget and pension obligations and suggested it might be worthwhile to consider contracting with the Sheriff for police services.

Member Cano reported various issues regarding signage, flags, and parking violations. He thanked the graffiti abatement team, code enforcement staff, and police for helping out with graffiti cleanup. He applauded the Union workers who attended the Council meeting and commented on prevailing wages and labor negotiations.

Member Quintero said that it was an honor to serve on the City Council and stated that he has an open door policy and chooses a life of service to others.

Student Council Representative Danielle Cruz formally introduced herself to and welcomed new Councilmember Quintero.

## **MAYOR CITY COUNCIL, AND OTHER ELECTED OFFICIALS (cont.)**

Vice Mayor Morrison thanked the Carpenters' Union for showing up and said that he was a former working member of the Carpenters' Union and he hopes that we start seeing strong construction and union days again. He shared news that Ms. Josie Flores-Clark was featured and highlighted in the latest edition of Celibrando Latinas magazine.

Member Rios welcomed and congratulated Member Quintero. She shared her experience on the Metropolitan Transit System (MTS) mid-coast trolley tour and stated MTS decided to go with the bid that provided the quality of work that they were looking for. Member Rios said that she believes the City should always be a full service City, is proud to have Police and Fire services provided by the City, and reminded everyone that the "Meet with Mona" days are Wednesdays from 10:00 a.m. to 1:00 p.m.

Mayor Sotelo-Solis welcomed Councilmember Quintero; thanked the Carpenters' Union for sharing their thoughts, noted that her dad was part of the Carpenters' Union; and said that she does not believe that we should be outsourcing our public safety. Mayor Sotelo-Solis would like to have further discussions on cannabis and other possible future revenue opportunities; reported on the recent San Diego Association of Governments (SANDAG) meeting on Greenhouse Gas Emissions and announced that Sweetwater High School was in the championship round of the varsity basketball semi-finals.

Motion by Sotelo-Solis, seconded by Cano, to invite a member of SANDAG to present and provide feedback on March 5<sup>th</sup> on Greenhouse Gas Emissions. Carried by unanimous vote.

## **CLOSED SESSION REPORT**

City Attorney Angil-Morris Jones reported that authorization and direction was given in Closed Session on Item No. 1, by a 3 - 2 vote, with members Cano and Morrison voting 'No'. There was nothing to report for Item No. 2; direction was given for Item No. 3, with a 5 - 0 vote. Authorization and direction was given for the Parking Authority item, with a 5 - 0 vote. (See attached Exhibit 'L')

## **ADJOURNMENT**

The meeting was adjourned in memory of Mrs. Pat Natividad, wife of former City Council Member Louie Natividad.

Motion by Rios, seconded by Morrison, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – March 5, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

**ADJOURNMENT (cont.)**

The meeting closed at 7:59 p.m.

\_\_\_\_\_  
City Clerk

The foregoing minutes were approved at the Regular Meeting of June 18, 2019.

\_\_\_\_\_  
Mayor

DRAFT

## EXHIBIT 'L'



### AGENDA OF A SPECIAL MEETING

#### CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting - Tuesday, February 19, 2019 – 5:00 p.m.

#### CITY COUNCIL

##### OPEN SESSION

CALL TO ORDER

ROLL CALL

##### CLOSED SESSION

1. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Robert Hernandez, Irene Mosley, and Lilia Muñoz  
Employee Organization: Firefighters' Association
2. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Government Code Section 54956.9(d)(1)  
Carlsbad Police Officers Association et. al. v. City of Carlsbad, et al.  
SDSC Case No. 37-2019-00005450-CU-WM-CTL
3. Conference with Legal Counsel – Potential Litigation: One case  
Potential Litigation Pursuant to Government Code Section 54956.9(e)(1)

##### PARKING AUTHORITY

4. Conference with Real Property Negotiators  
Government Code Section 54956.8  
Property: 15.08-acre Parcel at the Southwest Corner of Sweetwater Road and Plaza Bonita Center Way (A.P.N. 564-471-11)  
Agency Negotiator: Brad Raulston, Deputy City Manager  
Negotiating Parties: CarMax Auto Superstores California, LLC  
Under Negotiation: Price and Terms of Payment

##### ADJOURNMENT

Next Regular City Council Meeting: Tuesday, February 19, 2019, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

**DRAFT      DRAFT      DRAFT**  
**MINUTES OF THE SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

**March 5, 2019**

The Special Meeting of the City Council of the City of National City was called to order at 5:01 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

**ROLL CALL**

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.  
Administrative Officials present: Deese, Morris-Jones, Newell, Raulston.

**CITY COUNCIL**

**OPEN SESSION**

**PUBLIC COMMENTS** – None.

Members retired into Closed Session at 5:01 p.m.

**CLOSED SESSION**

1. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Robert Hernandez and Robert Meteau.  
Employee Organization: Firefighters' Association
2. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Government Code Section 54956.9(d)(1)  
*Carlsbad Police Officers Association et. al. v. City of Carlsbad, et al.*  
SDSC Case No. 37-2019-00005450-CU-WM-CTL
3. Conference with Legal Counsel – Potential Litigation: One case  
Potential Litigation Pursuant to Governmental Code Section 54956.9(e)(1)
4. Personnel Matter – Government Code Section 54957(b)(1)  
Public Employee Appointment – Interim City Manager Position

Members reconvened from Closed Session at 5:45 p.m. All members were present.

**CLOSED SESSION REPORT**

City Attorney Morris-Jones reported that Item No. 1 was pulled and was not discussed; Item Nos. 2 and 3 were reports to the Council, so there was no action taken; in regards to Item No. 4, the outside recruitment for City Manager ends on March 29<sup>th</sup>, and City Manager Leslie Deese will retire on April 1<sup>st</sup> after thirty-three years of service. At the request of the City Council, the City Manager has agreed to continue as the City Manager, "on vacation", for the ten-week period after April 2<sup>nd</sup>, during which time she will appoint an Acting City Manager. The Council gave specific direction on appointment of the Acting Position to exclude anyone who has applied for the vacant position and provided the names of three individuals that they would like the City Manager to consider.



**ADJOURNMENT**

Next Regular City Council Meeting: Tuesday, March 5, 2019 - 6:00 p.m., City Council Chambers, Civic Center – National City, California.

The meeting closed at 5:50 p.m.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of June 18, 2019.

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Mayor

DRAFT

**DRAFT      DRAFT      DRAFT**  
**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**March 5, 2019**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:04 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

**ROLL CALL**

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.  
Administrative Officials present: Deese, Denham, Duong, Manganiello, Morris-Jones, Mosley, Newell, Olson, Parra, Raulston, Roberts, Smith, Tellez, Vergara, Williams, Ybarra.  
Others present: City Treasurer Mitch Beauchamp.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY STUDENT COUNCIL  
VICE PRESIDENT LESLIE VEGA**

**PUBLIC COMMENTS**

Pablo Caballero and Alejandro Garcia, National City, spoke about ongoing nuisance and safety concerns with a neighbor.

Brittany Basurto, representative for South Bay Youth for Change, requested that the current Social Host Ordinance be amended to include marijuana.

Louis Mercado, National City, spoke about his ride-along experience with the Fire Department and praised them for what they do and requested that the City consider putting a four-way stop at 18<sup>th</sup> Street and Grove Avenue.

**PROCLAMATIONS AND CERTIFICATES**

**PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)**

1. National City Celebrates Lunar New Year and the 30th Anniversary of Chan Dong Oriental Supermarket

**PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)**

2. National City Recognizes World Kidney Day

**PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)**

3. National City Celebrates MANA de San Diego and Women's History Month

## PRESENTATIONS

### COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)

4. San Diego Forward: The Regional Plan - Proposed Action Plan presented by Charles "Muggs" Stoll

## CITY COUNCIL

### CONSENT CALENDAR

**ADOPTION OF CONSENT CALENDAR.** Item No. 5 (NCCMC), Item No. 6 (Minutes), Item Nos. 7 through 9 (Resolution Nos. 2019-22 through 2019-24), Item No. 9 (Report), Item No. 10 (Temporary Use Permit), Item Nos. 11 and 12 (Warrant Registers). Motion by Rios, seconded by Cano, to approve the Consent Calendar, except for Item Nos. 7, 8 and 10. Carried by unanimous vote.

### MUNICIPAL CODE 2019 (506-2-34)

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

**ACTION:** Approved. See above.

### GENERAL ADMIN (103-2-1)

6. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 4, 2018. (City Clerk)

**ACTION:** Approved. See above.

### CONTRACT (C2017-54)

7. Resolution No. 2019-22. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY EAGLE PAVING COMPANY, INC. FOR THE CITYWIDE PEDESTRIAN MIDBLOCK CROSSING ENHANCEMENTS PROJECT, CIP NO. 17-05; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,230,799.72; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$61,539.99; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

**ACTION:** Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

**CONSENT CALENDAR (cont.)**

**ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN  
(1104-1-1)**

8. Resolution No. 2019-23. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ESTABLISHMENT OF ENGINEERING GRANTS FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGETS FOR THE FOLLOWING SEVEN PROJECTS FUNDED THROUGH THE SAN DIEGO ASSOCIATIONS OF GOVERNMENTS (SANDAG) ACTIVE TRANSPORTATION GRANT PROGRAM (ATGP) AND SMART GROWTH INCENTIVE PROGRAM (SGIP): 1) DIVISION STREET EUCLID AVENUE TO HARBISON AVENUE BICYCLE IMPROVEMENTS; 2) NATIONAL CITY BOULEVARD INTER-CITY BIKE CONNECTION; 3) NATIONAL CITY BICYCLE PARKING ENHANCEMENTS; 4) WATERFRONT TO HOMEFRONT CONNECTIVITY STUDY; 5) 24TH STREET TRANSIT ORIENTED DEVELOPMENT OVERLAY; 6) ROOSEVELT AVENUE CORRIDOR SMART GROWTH REVITALIZATION; AND 7) SWEETWATER ROAD PROTECTED BIKEWAY. (Engineering/Public Works)

**ACTION:** Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

**CITY MANAGER / REPORTS ADMIN (1104-1-12)**

9. Resolution No. 2019-24. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY TO SUPPORT PARTICIPATION IN THE 2020 CENSUS. (City Manager)

**ACTION:** Adopted. See above.

**TEMPORARY USE PERMITS 2019 (203-1-35)**

10. Temporary Use Permit - 'Every Fifteen Minutes' hosted by the National City Police Department at Sweetwater High School from April 30, 2019 to May 1, 2019. Funded by CHP/OTS Grant. (Neighborhood Services)

**ACTION:** Approved. See above.

**WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)**

11. Warrant Register #30 for the period of 01/16/19 through 01/22/19 in the amount of \$620,701.42. (Finance)

**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)**

12. Warrant Register #31 for the period of 01/23/19 through 01/29/19 in the amount of \$1,632,010.44. (Finance)

**ACTION:** Ratified. See above.

## NON CONSENT RESOLUTIONS

### CONTRACT (C2010-28)

#### DEED (D2019-4)

13. Resolution No. 2019-25. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE 1) THE AGREEMENT FOR SURRENDER AND TERMINATION OF LEASE BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF NATIONAL CITY FOR THE PROPERTY KNOWN AS THE NATIONAL CITY AQUATIC CENTER LOCATED AT 3300 GOESNO PLACE; 2) THE QUITCLAIM DEED; AND 3) THE ASSIGNMENT OF THE COASTAL DEVELOPMENT PERMIT. (Community Services)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Morrison, seconded by Cano, to adopt the Resolution, as amended. Carried by unanimous vote.

### CONTRACT (C2018-41)

14. Resolution No. 2019-26. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH MORGAN TOWER HOUSING ASSOCIATES, L.P. FOR THE GEORGE H. WATERS NUTRITION CENTER, LOCATED AT 1415 "D" AVENUE IN NATIONAL CITY, FOR AN INITIAL TERM OF 10 YEARS WITH AUTOMATIC RENEWALS FOR SUCCESSIVE FIVE (5) YEAR TERMS ENDING 99 YEARS AFTER THE COMMENCEMENT DATE OF THE LEASE AT A RENT OF \$1.00 PER YEAR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A NUTRITION CENTER FUNDING AGREEMENT WITH THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY FOR THE PURPOSE OF FUNDING THE OPERATION OF SAID NUTRITION CENTER IN THE AMOUNT OF \$475,000 FOR THE FIRST YEAR AND INCREASED BY 3.5% EACH YEAR THEREAFTER FOR A TOTAL OF FIFTY-FIVE (55) YEARS. (Housing & Economic Development)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

### CONTRACT (C2019-11)

15. Resolution No. 2019-27. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A NOTICE OF TERMINATION OF COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL SEPARATING THE KIMBALL SENIOR CENTER PARCEL LOCATED AT 1221 "D" AVENUE FROM THE KIMBALL TOWER PARCEL LOCATED AT 1317 "D" AVENUE. (Housing & Economic Development) (Companion Item to #19)

**NON CONSENT RESOLUTIONS (cont.)**

**CONTRACT (C2019-11)**

15. Resolution No. 2019-27 (continued).

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

**NEW BUSINESS**

**CITY MANAGER / REPORTS ADMIN (1104-1-12)**

16. A Brown Act Oral Report of the salary and benefits regarding a three-year Employment Agreement for Jose Tellez for the position of Police Chief prior to its execution. (City Manager)

**ACTION:** Motion by Morrison, seconded by Cano, to accept and file the report. Carried by unanimous vote.

**PLANNING / REPORTS ADMIN (405-3-1)**

17. 2018 Housing Element Annual Progress Report pursuant to California Government Code Section 65400. (Planning)

**ACTION:** Motion by Morrison, seconded by Rios, to accept and file the report. Carried by unanimous vote.

**B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

**HOUSING AUTHORITY 2019 (404-1-8)**

**CONTRACT (C2018-41)**

18. Resolution No. 2019-69. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A NUTRITION CENTER FUNDING AGREEMENT WITH THE CITY OF NATIONAL CITY FOR THE PURPOSE OF FUNDING THE OPERATION OF THE GEORGE H. WATERS NUTRITION CENTER, LOCATED AT 1415 "D" AVENUE IN NATIONAL CITY, IN THE AMOUNT OF \$475,000 FOR THE FIRST ANNUAL PAYMENT AND INCREASED BY 3.5% EACH YEAR THEREAFTER FOR A TOTAL OF FIFTY-FIVE (55) YEARS. (Housing & Economic Development)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

**B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**  
(cont.)

**HOUSING AUTHORITY 2019 (404-1-8)**  
**CONTRACT (C2019-11)**

19. Resolution No. 2019-70. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A "NOTICE OF TERMINATION OF COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL" SEPARATING THE KIMBALL SENIOR CENTER PARCEL LOCATED AT 1221 "D" AVENUE FROM THE KIMBALL TOWER PARCEL LOCATED AT 1317 "D" AVENUE. (Housing & Economic Development) (Companion Item to #15)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Morrison, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

**C. REPORTS**

**STAFF REPORTS**

**COMMUNITY SERVICES DEPT ADMIN (1104-1-7)**

20. Verbal report on ActiveNet, a recreation management software that manages reservations, registrations, payments, and marketing. (Community Services)

City Manager Leslie Deese announced staffing changes and congratulated Chief of Police Manuel Rodriguez on his retirement and newly appointed Chief of Police Jose Tellez on his promotion. She reported on the success of the first Veterans and Military Families Committee meeting.

**MAYOR, CITY COUNCIL, AND CITY ATTORNEY**

Member Cano congratulated Chief Rodriguez on his retirement and thanked Chief Tellez for taking on the new role as Chief of Police. He praised the City's community magazine.

Member Quintero acknowledged the women in his life in light of Women's History Month and encouraged everyone to do the same.

Vice Mayor Morrison announced that Burlington will be taking over the old Toys "R" Us Building and said that there are other corporate vacancies still pending.

## **MAYOR, CITY COUNCIL, AND CITY ATTORNEY (cont.)**

Member Rios spoke on the success of the Fire vs. Police chili cook-off fundraising event and Dr. Seuss Day; she praised the Public Safety staff for all that they do. She thanked staff in Engineering and Housing in regards to grants and projects.

Motion by Rios, seconded by Cano, to place a discussion item on the agenda for March 19<sup>th</sup> or April 2<sup>nd</sup> to discuss Assembly Bill 485. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

Mayor Sotelo-Solis congratulated Chief Rodriguez on his retirement and looks forward to working with Chief Tellez. She said that there will be appointments at the next meeting for Boards and Commissions, recognized those who have applied and encouraged others to do so. She spoke about Staff Appreciation Day on March 1<sup>st</sup>, and announced that the staff lounge will be redone and encouraged staff to provide feedback. Mayor Sotelo-Solis announced that she will have the State of the City Address, on March 28<sup>th</sup> marking her first 100 days in office.

City Attorney Morris-Jones stated that the Boards and Commissions vacancy list is posted on Public Notice Boards and also available in the City Clerk's office.

## **CLOSED SESSION REPORT**

City Attorney Morris-Jones reported that Item No. 1 was pulled and was not discussed; Item Nos. 2 and 3 were reports to the Council, so there was no action taken; in regards to Item No. 4, the outside recruitment for City Manager ends on March 29<sup>th</sup>, and City Manager Leslie Deese will retire on April 1<sup>st</sup> after thirty-three years of service. At the request of the City Council, the City Manager has agreed to continue as the City Manager, "on vacation", for the ten week period after April 2<sup>nd</sup>, during which time she will appoint an Acting City Manager. The Council gave specific direction that appointment of the Acting Position is to exclude anyone who has applied for the vacant position and they provided the names of three individuals that they would like the City Manager to consider.

## **ADJOURNMENT**

Motion by Morrison, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – March 19, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Community Town Hall Workshop Meeting to Discuss Functionality of and Proposed Procedure for Small Cell Deployment - Tuesday - March 12, 2019 - 6:00 p.m. - Council Chamber - National City, California.



**ADJOURNMENT (cont.)**

The meeting closed at 8:05 p.m.

\_\_\_\_\_  
City Clerk

The foregoing minutes were approved at the Regular Meeting of June 18, 2019.

\_\_\_\_\_  
Mayor

DRAFT

## EXHIBIT 'L'



### AGENDA OF A SPECIAL MEETING

#### CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting - Tuesday, March 5, 2019 – 5:00 p.m.

#### CITY COUNCIL

##### OPEN SESSION

CALL TO ORDER

ROLL CALL

##### CLOSED SESSION

1. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Robert Hernandez and Robert Meteau.  
Employee Organization: Firefighters' Association
2. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Government Code Section 54956.9(d)(1)  
*Carlsbad Police Officers Association et. al. v. City of Carlsbad, et al.*  
SDSC Case No. 37-2019-00005450-CU-WM-CTL
3. Conference with Legal Counsel – Potential Litigation: One case  
Potential Litigation Pursuant to Governmental Code Section 54956.9(e)(1)
4. Personnel Matter – Government Code Section 54957(b)(1)  
Public Employee Appointment – Interim City Manager Position

##### ADJOURNMENT

Next Regular City Council Meeting: Tuesday, March 5, 2019, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code section 2.60.260 and authorizing the City to piggyback onto the City of San Diego and Allstate Security Services, Inc. agreement and authorizing: \(1\) the Mayor to execute a one-year agreement between the City of National City and Allstate Security Services, Inc. in the not-to-exceed amount of \\$40,000 for the provision of security guard service to the National City Public Library, effective July 1, 2019 through June 30, 2020; and \(2\) authorizing the City Manager to execute four \(4\) one-year extensions for security guard services with each extension not-to-exceed the amount of \\$40,000. \(Library\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

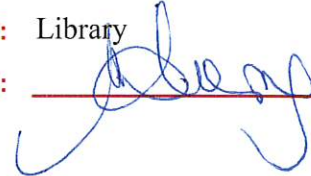
Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code section 2.60.260 and authorizing the City to piggyback onto the City of San Diego and Allstate Security Services, Inc. agreement and authorizing: (1) the Mayor to execute a one-year agreement between the City of National City and Allstate Security Services, Inc. in the not-to-exceed amount of \$40,000 for the provision of security guard service to the National City Public Library, effective July 1, 2019 through June 30, 2020; and (2) authorizing the City Manager to execute four (4) one-year extensions with each extension not-to-exceed amount of \$40,000.

**PREPARED BY:** Minh Duong, City Librarian

**PHONE:** 619-470-5882

**DEPARTMENT:** Library

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

See staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

104-431-056-299-0000 Library Fund - Contract Services - \$40,000

**APPROVED:** \_\_\_\_\_



**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project subject to environmental review.

**ORDINANCE:**    **INTRODUCTION**     **FINAL ADOPTION**

**STAFF RECOMMENDATION:**

Adopt the resolution

**BOARD / COMMISSION RECOMMENDATION:**

Recommended by the Library Board of Trustees

**ATTACHMENTS:**

1. Staff Report
2. Agreement with Allstate Security Services, Inc.
3. Allstate Security Services, Inc. Proposal for National City Public Library
4. City of San Diego Request for Proposal #10089334-18-M
5. Allstate Security Services Submission of Information and Forms
6. Resolution



June 18, 2019

## STAFF REPORT

**ITEM:** Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.260 of the National City Municipal Code by utilizing the agreement between the City of San Diego and Allstate Security Services, Inc. and authorizing: (1) the Mayor to execute a one-year agreement between the City of National City and Allstate Security Services, Inc. in the amount not-to-exceed \$40,000 for the provision of security guard service to the Library effective July 1, 2019 and expiring June 30, 2020; and (2) the City Manager to execute four (4) additional one-year terms thereafter for amounts not to exceed \$40,000 for each one-year term.

### BACKGROUND

- ❖ On March 17, 2015, pursuant to Cooperative Purchasing Section 2.60.260 of the National City Municipal Code, the City has entered into a 15-week agreement with Locator Services, Inc. dba Able Patrol and Guard to provide unarmed, uniformed security guard service to the Library for an annual amount not-exceeding \$15,000 as a pilot project, with hourly rate as \$19.90 an hour.

As the agreement for the pilot project includes a clause giving the City the option to renew the service for up to four (4) additional one-year terms corresponding with the City's fiscal year contingent on a mutual agreement between the City and Locator Services, Inc., starting July 1, 2015, the City has extended the term of the Agreement to four (4) additional one-year terms in amounts not exceeding \$40,000 annually. The last term will expire June 30, 2019.

- ❖ In September 2018, the City of San Diego requested proposals from qualified firms to provide security guard services at various City facilities. On May 20, 2019, the City of San Diego awarded an up-to-five year contract to Allstate Security Services, Inc. to provide security guard services to the City of San Diego's various Library sites.

With this item, staff is seeking City Council’s approval to waive the bid process pursuant to the National City Municipal Code Section 2.60.260 and piggyback on the agreement between the City of San Diego and Allstate Security Services, Inc. for the provision of security guard service to the Library, effective July 1, 2019.

**SCHEDULE OF PERFORMANCE**

Allstate Security Services, Inc. will provide thirty-seven (37) hours of service weekly to the Library with security guard shifts as follows:

Monday through Thursday: 1:15 – 8:15 pm  
Saturday and Sunday: 12:45 – 5:15 pm

Compensation to be paid to Contractor is \$19.49 an hour with total annual amount not to exceed \$40,000. Any additional shifts will be billed at the same hourly rate.

**FISCAL IMPACT**

The total cost of the Agreement is estimated not to exceed \$200,000 for the maximum duration of the Agreement.

FY2019-2020	Not to exceed \$40,000
FY2020-2021	Not to exceed \$40,000
FY2021-2022	Not to exceed \$40,000
FY2022-2023	Not to exceed \$40,000
FY2023-2024	Not to exceed \$40,000

**STAFF RECOMMENDATION**

A uniformed presence can provide peace of mind and a sense of security to employees and library patrons. While the service does come at a cost to the City, it is hard to overlook the many benefits it brings. We recommend the City continue with the procurement of security guard service to the Library and approve this new agreement with Allstate Security Services, Inc.

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
ALLSTATE SECURITY SERVICES, INC**

THIS AGREEMENT is entered into on this 1st day of July, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and ALLSTATE SECURITY SERVICES, INC, a California corporation (the "CONTRACTOR").

**R E C I T A L S**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide security guard services at the National City Public Library during regular business hours.

WHEREAS, the CITY has determined that the CONTRACTOR provides security guard service for the City of San Diego's libraries and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

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

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2019. The duration of this Agreement is from July 1, 2019 through June 30, 2020. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". The City Manager, or designee, is authorized to extend this Agreement upon the same terms and conditions for four (4) additional one-year terms, corresponding with the CITY's fiscal year – July 1 to June 30. Any renewal of this Agreement is contingent on a mutual agreement between the CITY and the CONTRACTOR.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform those library security guard services as set forth in the attached Exhibit "A".

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR 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.** Minh Duong, City Librarian, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Joseph Faltas thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the schedule given in Exhibit "A" (the Base amount) without prior written authorization from the CITY. The compensation for the CONTRACTOR'S work shall not exceed \$19.49 per hour. 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 CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by 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 CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR 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 CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR 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 CONTRACTOR hereby assigns to the CITY, and CONTRACTOR 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 CONTRACTOR



shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR 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 CONTRACTOR shall relieve the CONTRACTOR 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 CONTRACTOR nor the CONTRACTOR'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 CONTRACTOR and the CONTRACTOR'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 CONTRACTOR and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(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 CONTRACTOR or any of the CONTRACTOR'S employees, except as set forth in this Agreement. The CONTRACTOR, or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONTRACTOR and its agents, servants, and employees are wholly independent from the CITY and CONTRACTOR'S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, 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 CONTRACTOR and each of its SUBCONTRACTOR(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 CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONTRACTOR represents and covenants that the CONTRACTOR 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 CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, 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 CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR 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 CONTRACTOR has notified the CITY otherwise, the CONTRACTOR 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 CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR

shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR 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 CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this Agreement.

18. INSURANCE. The CONTRACTOR, 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 \$7,000,000 per occurrence and \$9,000,000 aggregate, 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 CONTRACTOR’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 CONTRACTOR has no employees subject to the California Workers’ Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR. During said 60-day period the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

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:        Minh Duong  
                      City Librarian  
                      National City Public Library  
                      City of National City  
                      1401 National City Boulevard  
                      National City, CA 91950-4397

To CONTRACTOR:  
                      Joseph Faltas  
                      Executive Vice President  
                      Allstate Security Servies, Inc  
                      9845 Erma Road, Suite #207  
                      San Diego, California 92131

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 CONTRACTOR 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 CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR 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 CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR 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 CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR 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 CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR 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 CONTRACTOR.

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

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

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

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Alejandra Sotelo Solis, Mayor

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

**ALLSTATE SECURITY SERVICES, INC, A CALIFORNIA CORPORATION**

*(Corporation – signatures of two corporate officers required)*

By: \_\_\_\_\_  
(Signature)

(Print)

(Title)

By: \_\_\_\_\_  
(Signature)

(Print)

(Title)

**EXHIBIT A**  
TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
ALLSTATE SECURITY SERVICES, INC

---

1. **Unarmed Security Guard Service:** Two uniformed, unarmed security officers to be assigned to the National City Public Library during normal business hours on the following days:

Monday through Thursday	Shift 1: 1:00 – 5:00pm	Shift 2: 5:00 – 8:15pm
Saturday and Sunday	Shift 1: 12:45 – 5:15pm	

2. **Compensation:**

- a. \$19.49 per hour
- b. Requests for additional service will be billed at \$19.49 per hour.

3. **General Requirements:** Security officers shall provide the following general services:

- a. Enforce Library Rules of Conduct;
- b. Maintain peace and order as well as front end security for the grounds and facility;
- c. Monitor noise levels and other environmental factors;
- d. Report suspicious behavior, instances of misconduct, safety concerns, and irregularities (to prevent losses and damage);
- e. Patrol both the inside and outside of the Library’s premises;
- f. Diligently respond to consumer and staff complaints.

4. **Specific Requirements:** Security officer’s primary duty shall be to observe and immediately report any activity that appears to be illegal, suspicious, or requires reporting. Security officers are also expected to perform the following:

- (a) Prepare daily security reports that indicate activities occurring in or outside of the Library’s premises;
- (b) Security officer’s shall remain at their post during business hours specified below and shall monitor the general coming and going of all pedestrians into the Library;
- (c) Possess permanent State License Guard Card;
- (d) Maintain Basic Logs and Reports skills;
- (e) Possess Basic Telephone Etiquette;

- (f) Possess Fundamental Customer Service skills;
- (g) Have Understanding of Legal Authority;
- (h) Have Knowledge of Common and Acceptable Patrol Techniques;
- (i) Have Acquaintance with Fire Protection and Alarm Systems;
- (j) Possess Fundamental Skills for Interaction with National City Police Department (NCPD) Officers and City Personnel;
- (k) The City may add, in writing, further Basic Duties as deemed necessary.

Security officers report to the City Librarian, or designee (AKA the “Designated Librarian in Charge”), during normal business hours and under ordinary circumstances. His/her instructions are to be followed at all times.

The Librarian or Library Administration staff shall be called for assistance to deal with any problems with Library patrons that cannot be resolved immediately.

While on duty, which shall be made regardless of weather conditions, security officers will watch for fire, theft, and utility failures (e.g., plumbing breaks, and smoking or flickering electrical fixtures). Upon finding any utility failure, the security officers shall notify the Librarian-in-charge. If the security officer observes any unusual activity, or if any alarms, silent or audible, be set off, security officers shall respond by observing the situation and calling the Librarian-in-charge or the National City Police or Fire Departments as appropriate, by telephone.

5. **Security Officer Staffing:** Contractor shall not change the individual security officers assigned to the City’s account without the prior approval of the City. The Contractor shall provide security officers who have a minimum of five (5) years prior experience in Library security officer work of similar type, size, and scope of the National City Library.

6. **Contractor Responsibilities, Materials & Equipment:** Contractor shall issue security officers the following:

- a. A minimum of three (3) uniforms, including shirts, jacket, and trousers or a uniform allowance. Laundry service, or allowance, shall also be provided to clean uniforms. Additionally, one (1) set of protective rainwear shall be provided.
- b. A pager and either a two (2) way radio or a mobile (cellular) phone to communicate with the Contractor’s office.
- c. A heavy duty, police type, water resistant multi-cell flashlight.
- d. Patrol log or note books for writing details and appropriate reporting forms.
- e. Contractor shall provide personnel background checks on all personnel and update background checks on infrastructure sites on an annual basis.
- f. All Guards are required to wear the designated/approved security officer service uniforms for Contractor. There are no exceptions. All security officer uniforms must

be kept clean and professional at all times. Failure to maintain a neat, clean and professional appearance and uniform may result in removal from the work site by the security officer supervisor, City Librarian, or City designee. Non-approved uniform attire may also result in removal from the work site.

- g. The Contractor must have field supervisor(s) who routinely inspect job sites and personnel to insure compliance with site requirements.
- h. A communication device (radio, cell phone, etc.) to carry at all times while on duty and on breaks.

All materials and equipment described in this Section 6 shall be maintained in good working order. If any equipment fails to function, the Contractor shall arrange for immediate replacement. The Contractor shall be responsible for supplying batteries for all equipment.

Contractor shall be responsible for paying for repairs to City equipment and for damage which is not a result of normal wear and tear as referenced in Section 7 of this Exhibit. In the event City furnished equipment does not work, the Guard is to note this in the log book and notify the Contract Administrator on the next business day.

7. **City Responsibilities:** The City will provide the following for Contractor to comply with these Scope of Services:

- a. An area for writing reports, to charge telephone and radio batteries.
- b. All keys and access codes required to gain entrance to City facilities. The City will provide an extra set of keys to be kept in Contractor's main office.
- c. Telephones that shall be used for emergencies and necessary business calls only. Acceptable use of City telephones are to make 911 calls, calls to the National City Police or Fire Department, business calls to the Contractor's Office, and calls to the City Librarian or their designee.
  - i. Security personnel using City provided telephones to make emergency calls shall dial 9-911 to get an outside line and be connected to emergency personnel.

8. **Court Appearance:** If, as a result of action taken by a guard performing services under the terms of this Agreement, Contractor shall ensure that the security officer makes a court appearance or appearance on behalf of the City.

- a. The City will pay the Contractor the regular hourly bill rate as specified on the invoice the amount of time spent in court by the guard, plus one-half (1/2) hour travel time each way. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as "Court Appearance."

- b. If court appearances result in guards working more than forty (40) hours per week, then overtime of one and a half (1-½) the hourly bill rate will be paid by the City. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as “Authorized Overtime.”



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HATTIA INSURANCE AGENCY/ Hany Attia PO. Box 793 La Mesa CA 91944	<b>CONTACT NAME:</b> Hany Attia <b>PHONE (A/C, No, Ext):</b> (310)483-5111 <b>E-MAIL ADDRESS:</b> hattiainsurance@gmail.com	<b>FAX (A/C, No):</b> (888)299-2004													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Allied World Assur Co US Inc</td> <td>19489</td> </tr> <tr> <td>INSURER B : Infinity Ins Co</td> <td>22268</td> </tr> <tr> <td>INSURER C : Hartford Steam Boil Inspec &amp; Ins Co</td> <td>11452</td> </tr> <tr> <td>INSURER D : Great Amer Ins Co</td> <td>16691</td> </tr> <tr> <td>INSURER E : .</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World Assur Co US Inc	19489	INSURER B : Infinity Ins Co	22268	INSURER C : Hartford Steam Boil Inspec & Ins Co	11452	INSURER D : Great Amer Ins Co	16691	INSURER E : .		INSURER F :
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<b>INSURED</b> Allstate Security Services 9845 Erma Road Suite 207 San Diego, CA 92131	Compliance Depot Vendor ID - 990417														

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Retention \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5200-2606-00 /5201-0987-00	06/11/2019	06/11/2020	EACH OCCURRENCE \$ 7,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 7,000,000 GENERAL AGGREGATE \$ 9,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	504610045200001	08/22/2019	08/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	N/A	16WE QY5BBH	06/19/2019	06/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$
D	Employee Practice Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EPL440240	05/25/2019	05/25/2020	EPLI \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:

The City of National City, its elected officials, officers, agents and employees are additional insured with respect to the general liability and automobile liability policies pursuant to the attached forms.

Re: Security guard services at the Library

**CERTIFICATE HOLDER****CANCELLATION**

City of National City c/o Risk Manager 1243 National City Boulevard National City, CA 91950-4397com	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Hany Attia</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of National City, its elected officials, officers, agents and employees	All Operations Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

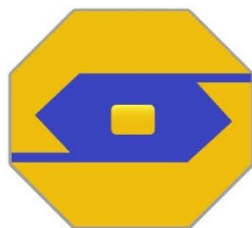
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**AllState**  
**SecurityServices, Inc**  
*We Will Always Secure You*

Thank You for Choosing  
AllState Security Services



**Corporate Office:**  
3895 Erma Road,  
Suite 207,  
San Diego, CA 92131

**A Proposal For:**

Temple Etz Rimon  
2020 Chestnut Ave  
Carlsbad California 92008

**Prepare for:**

Ralph Askar  
6192189699

**Prepare by:**

**Name: Joe Faltas**  
Email: [Joe@AllstateSecurityService.com](mailto:Joe@AllstateSecurityService.com)  
Tel: (888) 210-7333 Ext. 106  
Direct: (858) 284-7123  
Fax: (858) 726-2680

AllstateSecurityService.com  
1-888-210-7333  
PPO: 17182





# About Us

## About Us:

**ALLSTATE SECURITY SERVICES, INC.** offers trusted armed and unarmed on-site and patrol guard services to a variety of commercial markets including retail centers, residential communities, commercial sites, industrial buildings, construction sites, hospitality, financial institutions, warehouses, healthcare and educational facilities. Additionally, ALLSTATE have offices throughout Southern California in Los Angeles, Orange County, San Bernardino and Riverside With corporate office in San Diego.

**Offices:** San Diego, Orange County, Riverside, Los Angeles, San Bernardino.

**Service Area:** San Diego, Orange County, Riverside, Los Angeles and San Bernardino.

**Dispatch Center:** 24/7 On-Site in San Diego

**State Licensing:** State of California, PPO 17182.

**Industry Affiliations:** Better Business Bureau (BBB), American Society of Industrial Security (ASIS), California Association of Licensed Security Agencies, Guards and Associates (CALSAGA), Community Associations Institute (CAI), California Apartment Association (CAA), International Facility Managers Association (IFMA)

## Residential and Commercial Services:

- Armed Security Guards
- Unarmed Security Guards
- Mobile Patrol Officers
- Parking Management
- Video and Surveillance Monitoring
- Alarm Response



- Free Risk Consultations
- 24 hours seven day week supervision
- Instant message and email notifications
- Online Daily & Accident Reports.
- 24/7 Dispatch and consultant team

## Industries Served:

- |                            |                         |                            |
|----------------------------|-------------------------|----------------------------|
| • Construction Sites       | • Commercial Properties | • Residential Properties   |
| • Healthcare Institutions  | • Government Services   | • Educational Institutions |
| • Financial Institutions   | • Retail Centers        | • Industrial Facilities    |
| • Manufacturing Facilities | • HOA                   | • Office Parks             |

# Pricing

Standing Guard Services			
Security Services	Rate	Hours per Day	Days per Week
Security Officer	\$25/Hour	5	1

Service instructions:

Included In Price		
Security Officer	Cell phone	Insurance
Benefits	Uniform	Uniform Cleaning Allowance
Supervision	Training	Marked Patrol Car as Needed

NOTES
<p><b>The Holiday Rate:</b> will apply in the following seven (7) holidays in the year: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</p> <p><b>Prices in this proposal</b> are based on bid specifications provided to AllState Security Services and, will be valid for 30 days.</p>

# Thank you

Thank you for your confidence in AllState Security Services. On behalf of the entire company, we can tell you that we are motivated by the opportunity that you give us to help you succeed and secure your operation. Delivering results that exceed your expectations is our top priority.

Over the years, we have remained dedicated to developing our people, strengthening our capabilities, and building trusting relationships with our clients and partners across San Diego. We also pride ourselves on providing superior talent to deliver high-quality protection aligned with the security objectives of our clients.

If there is anything that we can do to improve our service to you, I will listen. Please do not hesitate to contact me.

Joe Faltas

  
Sales Director

# Our Clients



**Thank you for choosing AllState security Services, Inc.**

*We Will Always Secure You*

Our Consultant Team will follow up with you to see if you have any questions or need more information.



## **CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089334-18-M**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089334-18-M (Contractor).

### **RECITALS**

On or about 8/10/2018, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide complete Security Guard Services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

### **ARTICLE I CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

### **ARTICLE II DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in the amounts set forth in Contractor's Pricing Page(s) at the time and in the manner set forth in the Contract Documents.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's

acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

\_\_\_\_\_

\_\_\_\_\_  
Street Address

Print Name:

\_\_\_\_\_  
City

Kristina Peralta  
Director, Purchasing & Contracting Department

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-Mail

BY:

\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System.

**1.4.1** Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

2.1 Completed and executed Contract Signature Page. If an addendum is issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work , the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Licenses as required in Exhibit B.

2.6 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.



**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the

inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{\text{(contract price - lowest price)}}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100)) \times 60 = 57$  points, or 95% of

the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Reserved.**

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>10</b>
<ul style="list-style-type: none"> <li>1. Requested information included and thoroughness of response.</li> <li>2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.</li> <li>3. Clarity and brevity of the response.</li> </ul>	
<b>B. Qualifications and Experience.</b>	<b>35</b>
<ul style="list-style-type: none"> <li>1. Past performance where work of similar size and scope was performed as verified through professional references and self-reporting in this RFP.</li> <li>2. Entity organization chart and resumes of all management and supervisors including of Account Manager</li> <li>3. Knowledge of the latest policies and practices of driving consistent results in the Security Services industry. Demonstrated contributions to or involvement in industry advancement.</li> <li>4. Number of Contractor’s own direct employees and number of subcontractors, franchisees, or other third parties utilized to conduct the work tasks as specified in this RFP.</li> <li>5. Demonstrated retention of staff and supervisors in previous performance at comparable facilities.</li> </ul>	
<b>C. Compatibility of Proposal Plan with City Specifications.</b>	<b>30</b>
<ul style="list-style-type: none"> <li>1. Ability and plan to provide reliable and consistent staff and staffing levels to guard the facilities as specified in this RFP.</li> <li>2. Ability to provide strong management and supervision to provide consistent security guard service results as specified in this RFP.</li> <li>3. Knowledge and understanding of the scope of work and the capability to effectively meet the City’s needs.</li> <li>4. Details methods to accomplish the work, including technical, and management considerations. Tasks and approach are clearly described.</li> </ul>	
<b>D. Price.</b>	<b>25</b>
<b>E. Reserved</b>	
<b>SUB TOTAL MAXIMUM EVALUATION POINTS:</b>	<b>100</b>

MAXIMUM  
EVALUATION  
POINTS

**F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms\***

12

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:

112

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate sections to various proposers. Awards will be made for sections where the proposals best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination. Exhibit B sets forth additional information pertaining to both general and section-specific requirements.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. REJECTION OF PROPOSALS.** The City may reject any and all bids or proposals when to do so is in the best interests of the City and may re-advertise for bids or proposals.

**G. PERFORMANCE BOND**

Contractor shall provide a Performance Bond in a sum equal to fifty percent (50%) of the contract price. The surety bond shall be executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego. Proof of such performance bond shall be submitted to the City of San Diego Purchasing & Contracting Department prior to issuance of a purchase order.

The performance bond shall be submitted to Purchasing & Contracting Department within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire

period of performance under contract. Failure to do so shall be cause for termination of the contract.

**H. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Intent to Award letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Bond.** A bond as described in Exhibit A.

**5. Payment Card Industry Data Security Documents.** Evidence of all required documents, as described in Exhibit E.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. SPECIFICATIONS**

1. The City of San Diego (City) is requesting proposals from qualified firms to furnish security guard services at various City facilities. These requirements are not intended to limit the scope of work and duties of the security contractor. The security contractor is expected to conduct its operations in such a manner as to assure the purpose established herein.

2. The City's security services will be divided into seven service areas called "Sections." The City intends to enter into an agreement with one proposer per Section. The City may award more than one contract by awarding separate Sections to various proposers. Awards will be made for Sections where the proposals best meet the City's requirements. Security contractors may submit proposals for one or more Sections. Successful proposers must meet the general requirements applicable to all Sections set forth in sections A through S in this Exhibit, as well as site-specific requirements set forth in the applicable Section(s) for which a security contractor is submitting a proposal. The Sections are as follows:

2.1 Section 1 is comprised of Library sites listed in sections T.1 through T.3 of this Exhibit.

2.2 Section 2 is comprised of Community Parks Division I & II sites listed in sections T.4 through T.5 of this Exhibit.

2.3 Section 3 is comprised of Development Services sites listed in section T.6 of this Exhibit.

2.4 Section 4 is comprised of Balboa Park sites listed in sections T.7 through T.8 of this Exhibit.

2.5 Section 5 is comprised of Rose Canyon sites listed in section T.9 of this Exhibit.

2.6 Section 6 is comprised of 20<sup>th</sup> AND B sites listed in section T.10 of this Exhibit.

2.7 Section 7 is comprised of the following sites listed in in sections T.11 through T.20:

- Civic Center Public Restroom site listed in section T.11 through T.18 of this Exhibit.
- City Administration Building (CAB) site listed in section T.19 of this Exhibit.
- City Treasurer site listed in section T.20 of this Exhibit.

2.8 Section 8 is comprised of the information listed in section T.21 of this Exhibit.

3. Contractors shall furnish these services using a combination of roving foot patrols, vehicle patrols and/or stationary guards. Services shall be performed by three (3) guard classifications, Basic Security Guard, Upgraded Security, and Armed Security Guard per Department requirements and bid specifications herein.

**B. LICENSES**

1. To perform the work described in these specifications, the proposer must hold a current Private Patrol Operators License (PPOL).

	License Number	Expiration Date	Name
Private Patrol Operators License			

If the PPO license is not registered to a legally established corporation, the PPO license must be registered in the name of the Owner/Operator of the proposer. "Owner/Operator" is defined as an individual actively participating in the day-to-day management and operation of the firm, partnership or joint venture.

Pursuant to the Private Security Services Act, California Business and Professions Code section 7580 et seq., the registered licensee may utilize a qualified manager to conduct the licensee's business. The qualified manager must, in addition to complying with the provisions of Section 7582.22 of the Private Security Services Act, must be an individual residing and located in San Diego County at the time of the Request for Proposal closing.

2. Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

**C. COMPANY ORGANIZATION, STAFFING PROFILE AND RESUMES.**

1. Proposers shall provide a company/corporation organization chart, staffing profile, and license including years of tenure for staff. Resumes shall be provided for key personnel including, but not limited to, all management, supervisors, account manager, and account representatives who will be assigned and dedicated to the City's account.

2. The contractor shall not change the individuals assigned to the City's account without the prior approval of the City. The contractor shall provide account representative(s) who have a minimum of five (5) years prior experience in accounts of similar type, size, and scope. The contractor shall clearly define what responsibilities these individuals will be charged with relative to this contract.

**D. CUSTOMER SERVICE OPERATION**

1. Proposer shall provide a customer service operation for City's Contract Administrator(s) or designee(s) and other City customers. The customer service operation



shall include access to a local number or a toll-free number and provision of an in-house customer service representative who is assigned and dedicated to the City.

2. The in-house customer service representative shall be knowledgeable and responsive relative to contract and customer services issues and available to the City. Customer service is required 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays; a two (2) hour response time is required for all customer service issues. After hours and weekends will be established at time of award.

**E. POST AWARD CONTRACT KICK-OFF MEETING**

1. Contractor receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Contracting Officer. The Procurement Contracting Officer will communicate the date, time, location, and agenda for this meeting to the Contractor.

**F. INDEPENDENT CONTRACTOR**

1. It is understood and agreed that the Contractor is an independent Contractor of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the City, but rather they shall be employees or Sub Contractors of the Contractor and the Contractor bears full responsibility for compensating those persons.

**G. SUSPENSION OF WORK**

1. The Purchasing Agent unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

**H. SAFETY ORDERS**

1. Goods and services shall conform to the Safety Orders of the California State Division of Industrial Safety and the Occupational Safety and Health Act of 1970.

**I. EXCEPTIONS**

1. If a proposer takes any exception to any part of the proposal requirements and specifications as written, or as amended by any Addenda subsequently issued, or the General Terms & Provisions, they must do so in writing. Said exceptions must be submitted with their proposal. Failure to do so will be construed as acceptance of all proposal provisions, requirements, specifications and General Terms & Provisions.

**J. ASSIGNMENT OF CONTRACT**

1. Contractor shall not assign this contract or any right or interest hereunder, without prior written consent of the City.

**K. CITY HOLIDAYS**

1. City observed holidays are:

- 1.1 New Year's Day
- 1.2 Dr. Martin Luther King Jr.'s Birthday
- 1.3 Washington's Birthday
- 1.4 Caesar Chavez Day
- 1.5 Memorial Day
- 1.6 Independence Day
- 1.7 Labor Day
- 1.8 Veteran's Day
- 1.9 Thanksgiving Day
- 1.10 Christmas Day

2. Contractor shall be advised that security services are required for various City sites, three hundred sixty-five (365) days of the year. Therefore, City observed holidays does not constitute that security services are not required. Additionally, the City will not pay additional hourly rate for security service required on City Holidays.

**L. CONTRACTOR RESPONSIBILITIES**

1. All Security Guards assigned to this contract must be provided with the following equipment and supplies.

1.1 A minimum of three (3) uniforms, including shirts, jacket, and trousers or a uniform allowance. Laundry service, or allowance, shall also be provided to clean uniforms. Additionally, one (1) set of protective rainwear shall be provided.

1.2 A pager and either a two (2) way radio or a mobile (cellular) phone to communicate with the Contractor's office.

1.3 A heavy duty, police type, water resistant multi-cell flashlight.

1.4 Patrol log or note books for writing details and appropriate reporting forms.

1.5 City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

1.6 Contractor shall provide personnel background checks on all personnel and update background checks on infrastructure sites on an annual basis.

1.7 All Guards are required to wear the designated/approved Guard service uniforms for the company that they represent. There are no exceptions. All Guard uniforms must be kept clean and professional at all times. Failure to maintain a neat, clean and professional appearance and uniform may result in removal from the work site by the

Security Guard supervisor, or City designee. Non-approved uniform attire may also result in removal from the work site.

1.8 The Contractor must have field supervisor(s) who routinely inspect job sites and personnel to insure compliance with site requirements.

**M. MATERIALS AND EQUIPMENT**

1. All materials and equipment referenced in Section L. shall be maintained in good working order. In the event any equipment fails to function, the Contractor shall arrange for immediate replacement, including patrol vehicles if furnished. The Contractor shall be responsible for supplying batteries for all equipment, including City issued pagers, if any.

2. Contractor shall be responsible for paying for repairs to City equipment and for damage which is not a result of normal wear and tear as referenced in section R of this Exhibit. In the event City furnished equipment does not work, the Guard is to note this in the log book and notify the Contract Administrator on the next business day.

3. At this time, the City is researching the implementation of a Guard Tour System. Should the City decide to move forward with the system, additional tasks will be required as part of this Contract.

**N. KEYS AND EMPLOYEE IDENTIFICATION BADGES**

1. Keys supplied to the Contractor shall not be shared or loaned out. They must be retained by authorized Contractor staff to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the Contract. These requirements also apply to all access codes provided to Contractor and security guards to gain entrance to City facilities.

2. Keys supplied to Contractor shall not be duplicated, except by the City. Lost keys shall be reported immediately to the Contract Administrator.

3. All keys are the property of the City and shall be returned upon completion of the Contract. If the Contractor loses any of the keys during the term of the Contract or fails to return the keys immediately upon completion or termination of the Contract, the Contractor shall pay the City for the cost of re-keying the locks; such costs may be retained from the final payment. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the Contractor; such costs may be retained from monthly payments.

**O. PERSONNEL STANDARDS**

1. All Security Guards shall meet the following minimum criteria:

1.1 All Guards shall have permanent Guard Cards, issued by the State of California. Temporary or provisional cards are not acceptable.

1.2 Armed Guards must have completed state approved Penal Code section 832 courses [forty (40) hour course], or an alternative plan (reviewed and approved by the

City) to meet substantially similar training as required under Penal Code section 832. Copies of Guard Cards and proof of Penal Code section 832 courses, or approved alternative training, shall be presented to the Contract Administrator at least two (2) working days prior to the Guards' inclusion in the work schedule.

1.3 All Guards shall possess an acceptable level of agility, stamina, overall good physical health, and be mentally sound to perform assigned duties.

1.4 All Guards, supervisors, and managers shall be capable of lifting 25 lbs. and standing up for up to eight (8) hours at a time.

1.5 All Guards shall be proficient in English, both written and oral communication.

1.6 All Guards shall be capable of operating and responding to radios, pagers, telephones, alarms, and camera equipment.

1.7 All Guards shall have a minimum of five (5) years of experience in Security Guard or equivalent services (e.g. current or retired law enforcement personnel).

1.8 All Security Guards assigned to work under this contract shall serve a minimum of six (6) months continuous service before they are transferred from that assignment to ensure continuity and stability. This applies to initial and subsequent assignments during the contract period. Contractor shall obtain written approval from Contract Administrator/Manager for specific exemptions to this specification, which may be granted based on various factors, to include specific location (and type) of facility under contract.

1.9 All Guards must be on site at the scheduled post hours. Failure to appear on time without prior approval shall result in removal from the post. If a Guard is unable to arrive on site at the designated time, the Guard is responsible for contacting their supervisor immediately in order to assure all scheduled shifts are staffed according to the post hours.

1.10 Visitors, pets, friends, or family members are not allowed on post while Guard is on duty.

1.11 The use of music playing devices or ear plugs is prohibited while Guard is on duty.

1.12 Sleeping on duty is prohibited. If it is determined that a Guard is unaware of their surroundings or appears to be sleeping on duty, their supervisor shall be immediately notified, and the Guard shall be relieved of their post. The City may request that the Guard be removed entirely from servicing the City's Contract.

2. Contractor shall ensure that all guards take a drug test. Contractor shall provide proof that security guards have successfully passed the drug test before they may be assigned to work under this contract.

2.1 The City reserves the right to interview any or all security guards before they are assigned to work under this contract, and the City has discretion to reject security guards from providing services to the City under this contract.

3. Contractor shall also provide trained personnel to man a multi-zone walk-through security metal detector and hand-held metal detectors at City sites that require this service (e.g. City Administration Building). The Department Representative for this Contract is identified in the notice of intent to award letter and is responsible for overseeing and monitoring this Contract.

#### **O. BASIC SECURITY GUARD REQUIREMENTS**

1. Contractor shall ensure that the following requirements are met for a Basic Upgraded and Armed Security Guard:

- 1.1 Possess permanent State License Guard Card;
- 1.2. Have Basic Logs and Reports skills;
- 1.3. Possess Basic Telephone Etiquette;
- 1.4. Possess Fundamental Customer Service skills;
- 1.5. Have learned and understand the Business and Professions Code (B & P), Penal Code (PC) and California Code of Regulations (CCR) laws governing the security industry.
- 1.6. Have Knowledge of Common and Acceptable Patrol Techniques;
- 1.7. Have experience with Fire Protection and Alarm Systems;
- 1.8. Be Proficient in Operation of two (2) way Radio Operations;
- 1.9. Be Trained in Patrol Vehicle Driving; and
- 1.10 Possess Fundamental Skills for Interaction with San Diego Police Department (SDPD) Officers and City Personnel.

#### **P. UPGRADED SECURITY GUARD REQUIREMENTS**

1. In addition to all of the above Basic Security Guard Requirements, the Upgraded Security Guard will be required to have:

- 1.1 Advanced Fire Detection, Suppression, and Life Safety Training;
- 1.2. Proficiency in Crowd Control;
- 1.3. Extensive Customer Service Relations Training;
- 1.4. Experienced in Property Theft Reduction;
- 1.5. Advanced Understanding of Powers of Arrest;

- 1.6. CPR Training;
- 1.7. Advanced Training in Emergency Procedures; and
- 1.8. Prior Police or Military experience is beneficial, but not required.

**Q. ARMED SECURITY GUARD REQUIREMENTS**

1. In addition to all of the above Basic and Upgraded Security Guard Requirements, the Armed Security Guard will be required to have the following:

1.1 Permanent Guard Cards, issued by the State of California. Temporary or provisional cards are not acceptable. Guards must have completed state approved Penal Code section (PC) 832 courses [forty (40) hour course], or an alternative plan (reviewed and approved by the City) to meet substantially similar training as required under PC section 832. Upon request by the City, copies of Guard Cards and proof of PC section 832 courses, or approved alternative training, shall be immediately presented to the Contract Administrator.

1.2 A minimum of five (5) years of security guard experience of which two (2) years must be in protecting critical infrastructures, or the equivalent. The following experience will be considered equivalent to satisfying the overall requirement set forth in this section:

1.1.1 Military: 2 years or more in any branch, with an honorable discharge.

1.1.2 Police Officer: 2 or more years with acceptable performance.

1.1.3 Graduate of a Police or Corrections Academy (Must be POST CERTIFIED), and one (1)-year experience protecting critical infrastructures.

1.1.4 Completion of Criminal Justice Degree, Associate or higher, and one (1) year experience protecting critical infrastructures.

1.1.5 Completion of Homeland Security Degree, and one (1)-year experience protecting critical infrastructures.

**R. CITY RESPONSIBILITIES**

1. The City will provide the following for all sites:

1.1 An area for writing reports, to charge telephone and radio batteries. The City will also provide radios when required to contact Station 38, the City radio communication center, or when a bar code reader or wand is applicable.

1.2 All keys and access codes required to gain entrance to City facilities. The City will provide an extra set of keys to be kept in Contractor's main office.

1.3 Telephones that shall be used for emergencies and necessary business calls only. Acceptable use of City telephones are to make 911 calls, calls to the San Diego Police or Fire Department, business calls to the Contractors Office, and calls to the Contract Administrator or their designee.

1.3.1 Security personnel using City provided telephones to make emergency calls shall dial 9-911 to get an outside line and be connected to emergency personnel.

## **S. COURT APPEARANCE**

1. If, as a result of action taken by a guard performing services under the terms of this contract, Contractor shall ensure that the security guard makes a court appearance or appearance on behalf of the City. The City will pay the Contractor the regular hourly bill rate as specified on the invoice the amount of time spent in court by the guard, plus one-half (1/2) hour travel time each way. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as "Court Appearance." If court appearances result in guards working more than forty (40) hours per week, then overtime of one and a-half (1-1/2) the hourly bill rate will be paid by the City. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as "Authorized Overtime."

## **T. SITE-SPECIFIC SPECIFICATIONS**

### **1. LIBRARY DEPARTMENT**

#### **1.1 Standard Security Operating Procedures**

1.1.1 Currently, the total number of hours required for the Central Library is approximately 24,804 hours per year or four hundred seventy-seven (477) hours per week. The Central Library will require eight (8) upgraded guards per day including the coverage needed for overnight patrol. The number of hours required may be subject to change due to security needs and available budget.

#### **1.2 Hours**

1.2.1 See Contractors' Pricing for hourly breakdown for each Library location.

1.2.2 Guards must report to the Security Supervisor during open business hours and under ordinary circumstances.

1.2.3 The Security Supervisor or Library Administration staff shall be contacted for assistance to deal with any problems with Library patrons that cannot be resolved immediately.

#### **1.3 Equipment**

1.3.1 Guards are issued a communication device (radio, cell phone, etc.) to carry at all times while on duty and on breaks.

#### 1.4 Security Desk

1.4.1 Guards must read previous shift logs and reports at the beginning of each shift and acquaint themselves with pertinent information and security concerns.

1.4.2 One (1) Guard is to remain at the Security Desk to monitor the front gate and camera at all times when the building is open to the public. The Guard is to stay alert for potential problems and observe everyone entering and leaving the Library.

#### 1.5. Patrol

1.5.1 The other Guards shall make rounds of the public floors every half hour, checking each restroom and aisle thoroughly for potential problems. A sign-in sheet is to be initialed at the desk on every floor. At least forty – five ( 45) minutes of each round shall be spent away from the first floor Security Desk. A check system shall be in place to ensure security officers are actively patrolling as assigned.

1.5.2 Forty-five (45) minutes of each round is to be spent patrolling the outside of the building including the exterior perimeter, parking garage level P1, and parking garage level P2. Persons loitering on the sidewalks are to be asked to move along.

1.5.3 This is a public building. Patrons must obey the Rules of Conduct for Library Patrons or be subject to suspension. More information can be found at <https://www.sandiego.gov/sites/default/files/di1401rulesofconduct.pdf>

1.5.4 Guards are not to detain or question a person in an isolated area without a second person present. In case it is necessary to detain someone, always notify the Lead Security Supervisor or Librarian In-Charge of Central Library.

#### 1.6 Library Standing Orders that Apply 2o All Library Facilities

1.6.1 Guards at all Library facilities shall prepare daily security reports and logs that indicate activities occurring in the facility, its perimeter, and where applicable, its grounds and parking lot in accordance with Standard Security Operating Procedures for each facility. These reports are to be made available to the Contract Administrator and other designated staff upon request. Guards shall read previous shift logs and reports at the beginning of each shift and acquaint themselves with pertinent information and security concerns.

1.6.2 Guards shall use a designated telephone at each facility for job related outgoing calls, unless there is an emergency. This telephone is to be used for Library business only. Pay phones at each facility are available for personal and public use. Guards may place a call for a patron only in the event of an emergency.

1.6.3 Guards at all Library facilities shall comply with and enforce, the Rules of Conduct for Library Patrons. Guards shall ask patrons who refuse to obey the rules to leave the premises. Reasonable force is to be used only if Guards are physically threatened or if they feel another person's safety is in jeopardy. If necessary, Guards are to call the San Diego Police Department for assistance.

1.6.4 Guards shall enforce the Rules of Conduct for Library Patrons.



1.6.5 Guards shall promptly, but tactfully, remove intoxicated, loud, and disruptive people from the building. If the person will not leave willingly, call San Diego Police Department for assistance. When in doubt, the Guard shall always check with the Branch Manager before taking action.

1.6.6 Guards shall use the designated staff telephone for all job-related outgoing phone calls, unless there is an emergency in which case the public phone may be used. Both telephones are to be used for library business only. Guards may place a telephone call for a patron only in case of emergency.

1.6.7 If the library staff requests surveillance of a patron, that patron is to be observed only and not confronted without cause.

## **2. CENTRAL LIBRARY**

### **2.1 Provisions Specific to Central Library**

2.1.1 At the Central Library, Guards must always notify the Lead Guard / Lead Security Supervisor and Librarian In-Charge when the San Diego Police Department has been called. In Branch Libraries the Branch Manager or their designee must be notified.

2.1.2 Guards at all Library facilities shall promptly, but tactfully, remove intoxicated, loud, and disruptive patrons from the premises. If a patron will not leave willingly, Guards are to call the San Diego Police Department for assistance. When in doubt, the Guard shall always check with the Lead Guard/Security Supervisor/Librarian In-Charge at the Central Library, or the Branch Manager/designee at Branch Libraries, before taking action.

2.1.3 Guards at all Library facilities shall call San Diego Police Department to report any outside disturbance near the facility entrance, before and after Library business hours.

2.1.4 Guards shall follow procedures for opening, closing, and securing the building and responding to gate alarms.

2.1.5 Guards at all Library facilities shall be required, for other locations, within a two (2) block area of the Library facility.

2.1.6 In emergency situations (e.g., fire, flood, earthquake, bomb threats, riots), Guards shall follow instructions outlined in the Standard Security Operating Procedures and the Emergency Manual for each facility.

2.1.7 Duties shall be detailed in the Standard Security Operating Procedures for each Library facility. The Library may add in writing further duties if necessary. Any changes shall remain within the overall scope of the contract.

## **3. BRANCH LIBRARIES**

### **3.1 Standard Operating Procedures**

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3.1.1 Currently, the total number of hours required for the Branch Library locations is approximately 49,972 hours per year or nine hundred sixty-one (961) hours per week. The number of hours may be subject to change due to security needs and available budget.

3.1.2 To help fulfill the Library's public service mission, it is essential that the Security Guards interact positively with both the public and the staff at all times. The work entails constant public contact with a diverse clientele which requires sensitivity and skills in human relations. The standard operating procedures are established for the conduct of Security Guards providing security services at Branch Libraries.

### 3.2 Check-In Procedures

3.2.1 Guards shall check-in with the Branch Manager or their designate upon starting their shift. At check-in, Guards shall be given the activity sheet to record daily information.

3.2.2 Guards shall sign-in on the activity sheet with date, time, and name on a daily basis.

### 3.3 General Instructions

3.3.1 Guards must report to the Branch Manager or their designate during normal business hours and under ordinary circumstances. The Branch Manager's instructions are to be followed at all times.

3.3.2 Guards shall read previous day's log and reports at the beginning of their shift and acquaint themselves with pertinent information and security concerns.

3.3.3 Guards shall patrol in accordance with the Post Orders Duties outlined for each branch library.

3.3.4 Patrol the building and grounds throughout the shift. This includes the public restrooms as well as outside the building.

3.3.5 It is important that Guards regularly walk throughout the building; Guards shall patrol twenty-five (25) of every thirty (30) minutes.

3.3.6 If there are two (2) Guards, they shall not be stationed together. They may update one another, but shall not sit, stand, or patrol as a team, unless a particular situation warrants it.

### 3.4 Gate Alarm Procedures

3.4.1 When gate alarm sounds: Guard shall politely ask person to step aside. Check with patron to assure that any library material they may have is properly checked out. If the material is checked-out take it to the circulation desk to be deactivated again.

3.4.2 If alarm continues, politely check all packages and briefcases with patron approval.

3.4.3 If alarm continues thereafter and patron denies possession of library material, politely request the patron to accompany Guard to the librarian's office and consult with the Branch Manager to resolve the problem.

3.4.4 If the problem cannot be resolved, call the San Diego Police Department.

### 3.5 Closing Procedures

3.5.1 The Guard shall notify patrons that the library is closing about ten (10) minutes before closing. They shall walk through the entire building, checking all areas and/or rooms and quietly tell the patrons they have about five (5) or ten (10) minutes before the library closes. Shouting and endless repetition of the message is not permitted. Bull horns or other amplification devices may not be used. Patrons have the use of the library until the building is officially closed.

3.5.2 After the last patron has left and the front door is locked by the library staff, the Guard shall check the restrooms and other secluded areas of the library to make sure all patrons have exited, and windows are closed. The Guard shall exit the building with the rest of the library staff.

### 3.6 Reports

3.6.1 Guards shall complete an incident report under circumstances involving a patron that has been issued a suspension letter and under circumstances when the San Diego Police Department is summoned. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, date and time of the incident, full name of the security guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the guard. Keep and maintain all incident reports and provide reports to the designated City staff.

3.6.2 Guards are responsible for keeping a log of the daily occurrences on the activity sheet they sign-in on at the start of their shift. All occurrences requiring an incident report and accident report shall also be noted on the activity sheet. The activity sheet will be turned into the Branch Manager at the end of the week and shall be considered the official record of the weeks work.

### 3.7 **LOCATIONS OF BRANCH LIBRARIES**

Allied Gardens/Benjamin Branch Library	5188 Zion Avenue	San Diego	California	92120-2728
Balboa Branch Library	4255 Mt. Abernathy Avenue	San Diego	California	92117-5028
Carmel Mountain Ranch Branch Library	12095 World Trade Drive	San Diego	California	92128-3709

Carmel Valley Branch Library	3919 Townsgate Drive	San Diego	California	92130-2584
City Heights/Weingart Branch Library	3795 Fairmount Avenue	San Diego	California	92105-2605
Clairemont Branch Library	2920 Burgener Boulevard	San Diego	California	92110-1027
College-Rolando Branch Library	6600 Montezuma Road	San Diego	California	92115-2828
Kensington-Normal Heights Branch Library	4121 Adams Avenue	San Diego	California	92116-2507
La Jolla/Riford Branch Library	7555 Draper Avenue	La Jolla	California	92037-4802
Linda Vista Branch Library	2160 Ulric Street	San Diego	California	92111-6628
Logan Heights Branch Library	567 S. 28 <sup>th</sup> Street	San Diego	California	92113-2438
Mira Mesa Branch Library	8405 New Salem Street	San Diego	California	92126-2398
Mission Hills Branch Library	925 W. Washington Street	San Diego	California	92103-1895
Mission Valley Branch Library	2123 Fenton Parkway	San Diego	California	92108-4739
Mountain View/Beckwourth Branch Library	721 San Pasqual Street	San Diego	California	92113-1839
North Clairemont Branch Library	4616 Clairemont Drive	San Diego	California	92117-2701
North Park Branch Library	3795 31 <sup>st</sup> Street	San Diego	California	92104-3720
North University Community Branch Library	8820 Judicial Drive	San Diego	California	92122-4684
Oak Park Branch Library	2802 54 <sup>th</sup> Street	San Diego	California	92105-4941
Ocean Beach Branch Library	4801 Santa Monica Avenue	San Diego	California	92107-2810
Otay Mesa-Nestor Branch Library	3003 Coronado Avenue	San Diego	California	92154-2198
Pacific Beach/Taylor Branch Library	4275 Cass Street	San Diego	California	92109-4005
Paradise Hills Branch Library	5922 Rancho Hills Drive	San Diego	California	92139-3137
Point Loma/Hervey Branch Library	3701 Voltaire Street	San Diego	California	92107-1606
Rancho Bernardo Branch Library	17110 Bernardo Center Drive	San Diego	California	92128-2002
Rancho Peñasquitos Branch Library	13330 Salmon River Road	San Diego	California	92129-2641
San Carlos Branch Library	7265 Jackson Drive	San Diego	California	92119-2314
San Ysidro Branch Library	101 W. San Ysidro Boulevard	San Diego	California	92173-2516

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Scripps Miramar Ranch Branch Library	10301 Scripps Lake Drive	San Diego	California	92131-1026
Serra Mesa-Kearny Mesa Branch Library	9005 Aero Drive	San Diego	California	92123-2312
Skyline Hills Branch Library	7900 Paradise Valley Rd	San Diego	California	92139-1460
Tierrasanta Branch Library	4985 La Cuenta Drive	San Diego	California	92124-2601
University Community Branch Library	4155 Governor Drive	San Diego	California	92122-2501
University Heights Branch Library	4193 Park Boulevard	San Diego	California	92103-2510
Valencia Park/Malcolm X Branch Library	5148 Market Street	San Diego	California	92114-2209

**4. COMMUNITY PARKS I DIVISION SKATE PARKS**

4.1 Guards shall monitor, secure, and protect the historic park structures and plant material in the gardens by giving verbal warnings or if necessary calling the San Diego Police Department for assistance.

4.2 Guards shall close and lock all gates. If there are any non-City vehicles still parked in any of the parking lots, and there is no one near the vehicle that could be the owner, the gates will still need to be locked and the vehicle information entered into the patrol log. There will be signs with the Security’s mobile phone number for patrons to contact in an emergency.

**4.3 PARK GATES**

4.3.1. Guards shall secure six (6) gates for COMMUNITY PARKS I DIVISION at the following locations:

(1) Linda Vista Skate Park  
 Address: 7064 Levant Street  
 Open and close on all weekends and holidays  
 Close 7 days per week  
 Open: 9:00am  
 Close: 9:00pm

2. Carmel Valley Skate Park  
 Address: 12600 El Camino Real  
 Open and close on all weekends and holidays  
 Close only on weekdays (Monday-Friday)  
 Open: 10:00am  
 Close: 8:00pm

3. Robb Field Skate Park  
 Address: 2525 Bacon Street  
 Open and close on all weekends and holidays  
 Close only on weekdays (Monday-Friday)

Open: 10:00am  
Close: Dusk

4. Rancho Penasquitos Skate Park  
Address: 10111 Carmel Mountain Road  
Open and close on all weekends and holidays  
Close only on weekdays (Monday-Friday)  
Open: 10:00am  
Close: Dusk

**4.4 COMMUNITY PARKS I DIVISION OTHER PARKS**

(1) Soledad Natural Park  
Address: La Jolla Scenic Drive/Via Capri  
Open and close gates on holidays  
Close gates daily

**4.5 COMMUNITY PARKS I DIVISION JOINT USE FACILITIES**

**4.5.1 EXISTING JOINT USE FACILITIES**

(1) Alcott Elementary Joint Use  
Address: 4680 Hidalgo Ave  
Open and close gates on weekends and holidays (year-round)  
Close gates Monday through Fridays (June through August) and during school  
year winter and spring breaks  
Open: 6:00am  
Close: Dusk

**5. COMMUNITY PARKS II DIVISION**

**5.1 Community Parks II Division Comfort Stations Security Gates Sites**

- (1) Azalea Recreation Center Restroom Gates, 2596 Violet Street, San Diego
- (2) Cherokee Point Comfort Station, 3735 38<sup>th</sup> Street, San Diego
- (3) Chicano Park, 1982 National Avenue, San Diego
- (4) Hollywood Neighborhood Park Comfort Station, 2301 Shamrock Street, San Diego
- (5) Keiller Neighborhood Park Comfort Station, 7400 Lisbon Street, San Diego
- (6) Montclair Neighborhood Park Comfort Station, 2971 Nile Street, San Diego
- (7) Teralta Park Comfort Station, 4100 Central Avenue, San Diego
- (8) Ward Canyon Neighborhood Park Comfort Station, 29<sup>th</sup> Street, at 39<sup>th</sup> and Adams, San Diego

(9) Robert Egger/South Bay Recreation Center Comfort Station, 1885 Coronado Avenue, San Diego

**5.2 COMMUNITY PARKS II SECURITY GATES SITES**

- (1) Charles Lewis Neighborhood Park, 4550 Home Avenue, San Diego
- (2) Marie Widman, 6715 Imperial Avenue, San Diego
- (3) Montgomery-Waller, 3020 Coronado Avenue, San Diego
- (4) Palm Ridge, 751 Firethorn Street, San Diego
- (5) Silver Wing, 3737 Arey Drive, San Diego

**5.3 COMMUNITY PARKS II SKATE PARK SITES**

- (1) Bill and Maxine Wilson Skate Park, 702 S. 30<sup>th</sup> Street, San Diego
- (2) Charles Lewis Skate Park, 6610 Potomac Street, San Diego
- (3) Park de la Cruz Skate Park, 3901 Landis Street, San Diego

**5.4 URBAN VILLAGE COMPLEX SECURITY GUARD SERVICES, 4380 LANDIS STREET, SAN DIEGO**

5.4.1 Security Guard Services at City Heights Urban Village Complex

**5.5 MOUNT HOPE CEMETERY SECURITY GUARD SERVICES**

5.5.1 Saturday, Sunday and City holidays, open entrance gates at 8:00 a.m., proceed to open the access door to restroom located at the front of the cemetery office, patrol cemetery grounds, close restroom, and entrance gates at 4:00 p.m.

**5.6 ADDITIONAL AS NEEDED SERVICES-ALL SITES**

5.6.1 Security Guard Services as needed. (All additional services require prior approval of authorized personnel of Community Parks II Division.)

**5.7. South Mission Beach Parking Lot and Mission Bay Park Mobile Patrol, Gate Closures and General Inspection**

5.6.2 Security Services will consist of mobile patrol from 10pm to 4am daily. During the six-hour time frame security guard will closing/open (parking lot) gates for South Mission Beach Parking Lot and Mission Bay Park: Crown Point Shores, Fanuel Park (close only), Mission Point Park, Fiesta Island (open only) and safety inspections at South Shores.

5.6.3 Each inspection will consist of a thorough drive through of the property and may include but is not limited to, door and window checks, and completing lighting and safety reports. Officers will check for signs of vandalism, transients, and any other issues that may be of a security concern. Reports will be provided to the Senior Park Ranger on a daily basis.

## 6. DEVELOPMENT SERVICES CENTER (DSC)

### 6.1 Basic Duties

6.1.1. Security Guards, when reporting in for duty at the Development Services Center (DSC), shall then report to the Guard station on the third floor and collect the keys from the guard they are relieving. A locked drawer is provided to lock logs, radios, telephones, paper work, or personal items when on duty. Any special instructions will be left there by the Building Manager or other Security Guards. Phones in the building are for emergency use only. Cell phones shall be carried at all times while on duty. When not on security patrol duty, the Guard shall be at the Security Guard station. If unauthorized persons are observed entering the building, check the incident out and remove that person from the building, except for unusual evening meetings. For entry into the building after hours (5:00 p.m. to 6:45 a.m.), a valid picture I.D. is required. All persons must sign in and out on the log provided.

6.1.2. Security Guards shall log in all equipment received at shift turnover (e.g. radio, pager, door control pager). Guards shall complete an incident report under circumstances involving a patron that has been issued a suspension letter and under circumstances when the San Diego Police Department is summoned. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, a date and time of the incident, full name of the security guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the guard. Keep and maintain all incident reports and provide reports to the designated City staff.

6.1.3. For DSC emergency elevator problems, when Guards observe people who are trapped in the elevators, Guards shall call the Fire Department and Station 38 and inform them of the problem. Guard shall notify Building Manager.

6.1.4. If evening meetings are scheduled, Guards shall be stationed at the Guard station. All employees or visitors to the building shall be asked to sign in and out.

6.1.5. If no meetings are scheduled, starting at time specified in Post Orders, Guards shall commence making rounds. Rounds shall be made eight (8) times per shift or one (1) per hour.

6.1.6. Areas of responsibility for all Guard shifts are all floors of the DSC, outside of building, loading dock, and DSC parking lot.

### 6.2. Hours

#### a. Daily, Monday through Friday

- (1) Basic: 6:00 a.m. to 2:00 p.m.
- (2) Basic: 2:00 p.m. to 10:00 p.m.
- (3) Basic: 10:00 p.m. to 6:00 a.m.



b. Weekends

- (1) Basic: 6:00 a.m. to 2:00 p.m.
- (2) Basic: 2:00 p.m. to 10:00 p.m.
- (3) Basic: 10:00 p.m. to 6:00 a.m.

6.3. Location

The Development Services Center is located at:  
1222 First Avenue  
San Diego, CA 92101-4806

**7. BALBOA PARK**

7.1. Introduction

7.1.1 The Guard posting is not only for the security of the facilities, structures, and plant material in Balboa Park, but also to provide assistance and information to persons the Guards come into contact with during their normal patrol duties. Balboa Park is one of the largest urban parks in the United States and contains historic structures and unique plants. Guards are expected to preserve and protect these valuable resources.

7.2. Conduct

7.2.1. Guards shall be courteous and professional to all individuals. Guards shall limit conversations to greetings, salutations, and public relations information about Balboa Park.

7.3. Chain of Command

7.3.1. Guards shall receive orders from their Supervisor or the Senior Park Ranger - Security Contract Site Manager. Guards may also receive direction from Management level Park and Recreation Department staff. If Guards have any questions about their orders, they shall contact their supervisor or Contractor for guidance.

7.4. Training

7.4.1. Security Services Supervisor shall be responsible for training all initial Guard staff on the post orders and related information about Balboa Park.

7.5. Phone Calls and Photocopy Machines

7.5.1 Guards shall make any necessary personal phone calls at a pay phone located at the entrance to the Balboa Park Activity Center. Guards are not to use any telephones in the Balboa Park Administration Building or use any other copy machine, except for the copy machine in the Security Office. Only copies of patrol logs, incidents reports, and related material for this site are allowed to be copied on this machine.

7.6. Personal Vehicles

7.6.1 Guard's personal vehicle is to be parked in the dirt lot south of the Balboa Park Administration Building.

7.7. First Floor Kitchen

7.7.1 The kitchen on the first floor is there for all to use. The Guards are not to take any other food or drink except their own from the kitchen.

7.8. Post Equipment

7.8.1. Equipment and supplies provided by the City of San Diego Park and Recreation includes:

7.8.2. Post Keys

7.9. Balboa Park Administration Building front door, pad lock gate, and comfort station

7.9.1. Security Code for the Balboa Park Administration Building will be provided at the time of contract initiation.

7.10. Security Office

7.10.1. Space will be provided for the Security Guard to check into and with a lock box for post equipment.

7.11. Photocopies

7.11.1 The first-floor copy machine will be provided for post use only.

7.12. Equipment and supplies provided by Contractor includes:

7.12.1. Mobile Telephone. This is to be used for contacting the Security Guard supervisor and emergencies – 911 or Fire Department.

7.12.2. Flash light and protective rain gear.

7.12.3. Patrol Log: This is used to report information.

7.13. Patrol Binder

7.13.1 Contractor shall supply an incident report, patrol log, and other forms as required.

7.14. Patrol Vehicle

6.14.1 This vehicle must be kept in good working condition at all times. It is also the responsibility of the Contractor to make any repairs needed to the patrol vehicle the same day it is found. If the vehicle cannot be repaired before the beginning of the next day,

another patrol vehicle must be supplied. The patrol vehicle must have Contractor's logo on each side and be of good condition. The vehicle cannot have excessive dents or scratches.

7.14.2 Guards are to make sure the patrol vehicle is fueled up, kept clean, and ready for the next shift. Oil and fuel must be supplied by the Contractor. Do not park the patrol vehicle in front of the Balboa Park Administration Building. The patrol vehicle is to be parked south of the building in the dirt lot. Do not park the vehicle in the Deputy Director's parking space at any time.

7.15. Post Hours

7.15.1 Seven (7) days a week, including Saturdays, Sundays, and Holidays. Each shift includes a half hour lunch break.

- a. A Shift = 4:00 p.m. - 12:30 a.m.
- b. B Shift = 12:00 a.m. - 8:30 a.m.
- c. C Shift = Emergency or Special Event shift on an as needed basis.

7.16. Location and Phone Numbers

7.16.1 Balboa Park is located at:

2125 Park Boulevard San Diego, CA 92101  
Office: (619) 235-1120 Mobile: (619) 980-6090

7.17. Security Alarm Procedures

7.17.1 There is an electronic security alarm system that monitors all openings of the Balboa Park Administration Building. This alarm system shall be armed and disarmed on a daily basis by the Guard.

**8. BALBOA PARK ADMINISTRATION BUILDING INTERIOR CHECK**

8.1. The building shall be checked by the Guard before the alarm system is activated and after the alarm system is deactivated. This shall consist of the Guard checking each floor of the building and looking for doors or windows left open and any City staff still working in the building. The building needs to be completely emptied of personnel before the alarm can be activated.

8.2. Basic Duties

8.2.1 The following duties shall be performed as part of the work schedule and hours as described hereafter. Any changes shall remain within the overall scope of the Contract. Service shall consist of a roving Guard with a vehicle who will be based at the Balboa Park Administration Building Security Office and will be responsible for patrolling the areas specified.

8.2.2. Guard shall secure and protect park facilities and resources by watching for fire, theft, utility failures, water breaks, and any facility or park electrical fixture not working. Upon finding any minor, major, or emergency utility failure, Guard shall prepare an incident report for the Senior Park Ranger with the location and nature of the problem.

8.2.3 In the case of an emergency utility failure, the Guard shall immediately notify the City of San Diego, Emergency Operations “Station 38” dispatch at (619) 527-7660.

8.2.4. In the case of fire, theft, or any crime in progress, Guards shall call 911 emergencies.

### 8.3. Comfort Stations

8.3.1. Guards shall secure nine (9) comfort stations (restrooms) on the east side of Balboa Park and Presidio. This includes reporting any vandalism or damage in the patrol logs. Any major vandalism must be reported to the Senior Park Ranger with an incident report before the end of shift.

- (1) Golden Hill Park, No. 509  
25th Street and Russ Boulevard
- (2) 28th Street Park, No. 851  
28th Street and A Street
- (3) Grape Street Park, No. 508  
28th Street and Grape Street
- (4) Velodrome/Ball Field, No. 1017 Morley Field
- (5) Tennis Court, No. 1013 Morley Field
- (6) Ball Field/Concession Stand, No. 1077 Jacaranda Drive and Morley Field
- (7) Shneider Hill No. 510 Jacaranda Drive and Morley Field
- (8) Adjacent to Golden Hill Recreation Center, No. 525  
2600 Golf Course Drive and Russ Boulevard
- (9) Pam Canyon 4452 Taylor Street, No. 338

8.3.2 Guards shall check the interior of both the men’s and the women’s restrooms. If there is anyone sleeping or other illegal activity occurring in the restroom, Guards shall take the appropriate action required, including calling the San Diego Police Department in order to rectify the situation. Guards shall close and lock all restroom door/gates.

### 8.4. Park Gates

8.4.1. Guards shall secure fourteen (14) gates on the east mesa and west mesa Balboa Park and Presidio Park at the following locations:

- (1) Morley Field Dog Leash Area located at 2000 Morley Field Drive,
- (2) Morley Field Ball Fields Area located at 2500 Jacaranda Place,

- (3) Pershing Yard located at 2300 Pershing Drive, northwest side,
- (4) Golden Hill located at 25th Street and Russ Boulevard,
- (5) Golden Hill located at 26th Street and Russ Boulevard, and
- (6) Administrative Gates (three (3) total) located at 2125 Park Boulevard.
- (7) West Mesa Gates (four (4) total) along Balboa Drive starting at 6<sup>th</sup> ave and Balboa Dr.
- (8) Presidio Park Gates (two (2) total) at 4452 and 4457 Taylor Street

8.4.2. Guards shall monitor, secure, and protect the historic park structures and plant material in the gardens by giving verbal warnings or if necessary calling the San Diego Police Department for assistance.

8.4.3 Guards shall close and lock all gates. If there are any non-City vehicles still parked in any of the parking lots, and there is no one near the vehicle that could be the owner, the gates will still need to be locked and the vehicle information entered into the patrol log. There will be signs with the Security's mobile phone number for patrons to contact in an emergency.

8.5. Illegally Parked Vehicles

8.5.1 Guards shall report any illegally parked vehicles or vehicles left over night for more than two (2) days to the Senior Park Ranger with an incident report. Guards shall make sure to provide the exact location, make/model, plate number, and the date the vehicle was first reported.

8.6. Valet in the Park

8.6.1 If Guards witness valet staff driving valet vehicles in an unsafe manner or damage property, report it to the Senior Park Ranger with an incident report before the end of shift. Also report any traffic back-ups that the valet stop may cause during the evening.

8.7. Duties for A Shift

8.7.1. Time(s) and Description of Activities

8.7.2. Monday through Friday (4:00 p.m. – 12:30 a.m.)

8.7.2. Guards shall notify the receptionist upon arrival and sign in on the Security Guard Patrol Log. Guards shall check for any special instructions, problem issues on patrol, or special events. Guards shall make one (1) security round and return no later than 5:00 p.m.

8.8. Saturday, Sunday, and Holiday Shifts

8.8.1. Guards shall sign in on the Security Guard Patrol Log. If any of post equipment is missing, Guards shall contact the Supervisor and make a note of the item or items that are missing or damaged. Guards shall include the time, date, item, and their name in the log.

8.9. Each Day, Shift A

8.9.1. Guards shall lock/close all first floor and basement outside doors and windows except the wooden double doors. Guards shall stand by the Security Office and document the picture identification of any persons entering the Administration Building after 5:00 p.m. If a person refuses to allow the Guards to document their identity, they shall not allow the person to go any further into the building (e.g., up the elevator).

8.9.2. Guards shall lock/close the three (3) gates to the equipment yards south of the Balboa Park Administration Building. Once all three (3) equipment yard gates are locked, security rounds shall be done on foot in this yard and the yard will need to be accessed through the pedestrian door until the gates are unlocked in the morning.

8.9.3. Guards shall start security rounds of all areas, including the interior of the Administration Building.

8.9.4. Guards shall patrol the interior of the Administration Building one (1) last time before setting the building alarm. Guards shall check all floors, roof, and restrooms.

8.9.5 Guards shall set the Administration Building alarm.

8.9.6 Guards shall meet with B Shift at the front of the Administration Building to give all the Post Equipment (site keys, mobile phone, etc) to the next shift. Guards shall relay any information about special instructions, special events, or problem areas to the next shift.

8.10. Duties for B Shift

8.10.1. Monday – Sunday and Holiday Shifts (12:00 a.m. – 8:30 a.m.)

8.10.2 Guards shall take over for A Shift and sign-in on the patrol log. Guards shall ask the off-going Guard for any new information, memos or special instructions that they need to be aware of. Guards assuming the post are responsible for all post equipment. Contractor shall be responsible for any broken or damaged City equipment.

8.10.3. Guards shall start security rounds of all areas, including the interior of the Administration Building. Guards shall check for any special instructions, problem areas, or special events on the information board in the Security Office. Guards shall make sure to reset the security alarm if the restroom has been used.

8.10.4 Guards shall turn the Administration Building alarm off and check the whole building for any unauthorized persons and turn on the lights on the first floor. Guards

shall unlock the three (3) equipment yard gates south of the Administration Building and secure the locks to the gates.

8.10.5 Guards shall return to the Security Office and also return the orange cones on the inside and outside of the wooden double doors on the first floor and return the warning signs from Security Office on the south side of the front door. The sign: "Warning - Door Must Be Pulled Shut To Properly Lock" and Hours of Operation signs shall be placed in the Security Office for Shift A. Guards shall unlock the wooden lobby double doors and remain on the first floor near the Security Office. The inside Guard post is to monitor and record any non-City staff entering and exiting the building. City staff shall have an identification card, name tag, or uniform. The primary duty of the inside Guard is to stay on the first floor to monitor the entrance doors and elevator. The Guard shall have non-City staff sign in and out of building. Guards shall monitor any unauthorized vehicles entering the equipment yard. An unauthorized vehicle would be any non-City Employee entering the yard.

#### 8.11. Newspapers

8.11.1 Newspapers are routinely delivered to the Balboa Park Administration Building. Guards are not to open newspapers delivered to the building. The papers are to be placed on the receptionist desk.

#### 8.12. End of Shift

8.12.1 Guards shall return all post equipment to the Security Office. If any item is missing or damaged, Guards shall make a note of the item or items. Guards shall return the patrol vehicle to the south vehicle storage area and sign out on the patrol log. If there are incidents reports, Guards shall submit them to the Senior Park Ranger's office before the end of shift.

#### 8.13. Security Rounds

8.13.1 Foot and vehicle patrol in conjunction with security rounds, are the primary responsibility of the Security Guard. Security of staff and facilities and the protection of the parks resources are paramount.

8.13.2 Contractor shall invoice the City for mileage accrued for performing vehicle patrols. Patrol mileage billings shall be noted on monthly invoices as a separate line item exclusive of hourly security guard labor bill rate.

8.13.1 The City will pay mileage cost in accordance with the Federal General Service Administration's (GSA) privately owned vehicle reimbursable rate. If the reimbursable rate changes during a contract year, Contractor shall submit documentation from the GSA to obtain written approval from the City, prior to increasing mileage bill rates to the City. The GSA reimbursable rate is available at [www.gsa.gov](http://www.gsa.gov).

8.13.2 Doors found unlocked shall be re-locked and the actions shall be recorded in the patrol log. When a door is found unlocked, Guard shall open the door and check inside for any intruders or unauthorized persons. If unauthorized persons or intruders are found, Guards shall ask them their business because this person may be a criminal. Guards shall follow Contractor's policy on unauthorized persons and get all the information from this person or persons that the Guard can. San Diego Police Department may need to

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be called. If it is found that this person is allowed in the building, Guard shall still note the person's name and secure the door.

8.13.3 Any water breaks, lights out or broken, and any damaged City park property found, shall be recorded with the location and time by the Guard who shall report it to the Senior Park Ranger and submit an incident report before the end of their shift.

8.13.4 Guards are not authorized to receive or hold any packages or money on the behalf of a tenant.

8.13.5 Guards shall recognize any memos posted by the Senior Park Ranger that may require the orders to be periodically altered.

8.14. Patrol Log

8.14.1 Once Guard has all the post equipment and has assumed the post, Guard shall start their log entries. Guards shall note the time they assumed the post and list all equipment and its condition they assumed.

8.14.2 The patrol log is a legal record of what takes place at the post. It shall be legibly written in black ink and only contain information and facts about the events or actions of the post. Guards shall not make any artwork, scribbling, or other such writing or marks in the patrol log.

8.14.3 Additionally, patrol logs will be accurate and timely. An accurate log will reflect the true condition of the post as to the last entry. Patrol logs are not fiction and so they must reflect only things as they are not how they should have been or are going to be. A timely patrol log reflects events as they happen. At no time will a Guard pre-enter events. Patrol logs will only reflect events that have happened or are happening.

8.15 Incident Reports

8.15.1 Guards shall complete an incident report under circumstances involving a patron that has been issued a suspension letter and under circumstances when the San Diego Police Department is summoned. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, a date and time of the incident, full name of the security guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the guard. Keep and maintain all incident reports and provide reports to the designated City staff. A written incident report must be turned into the Senior Park Ranger's Office in room #201 at the end of the shift, or the following business day.

8.16 Security Check Point List

8.16.1 Start checking for unlocked doors.

8.16.2 Stop checking for unlocked doors.

8.16.3 These rounds are to be done continually.

8.17 Balboa Park - Central Mesa

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8.17.1 Guards shall check for any skateboarders in the gardens and Prado areas on foot. Guards shall also check all parking lots for any illegal activity in vehicles and public restrooms. In Central Mesa alcohol is allowed from 8:00 a.m. to 8:00 p.m. The most important areas to check are the following:

- a. Alcazar Gardens
- b. Botanical Building
- c. Organ Pavilion
- d. Persian Carpet Fountain
- e. Zoro Gardens
- f. Lilly Pond
- g. Large Fountain areas.

8.18. Balboa Park Administration Building

8.18.1 Guards shall patrol inside and outside and check all doors. Lobby doors shall be locked. Guards shall set the alarm Monday through Friday in accordance with sections 8.9 and 8.10 of this Exhibit.

8.19. Chapel and Veteran's Memorial Garden

8.19.1 Guards shall patrol around the outside of the building, checking all doors to ensure they are locked. Guards shall patrol the Memorial Garden. Guards shall inform the public that there is no skateboarding or any glass containers in the garden at any time.

8.20. Library

8.20.1 Guard shall patrol around the outside of the building, checking all doors to ensure they are locked.

8.21. Balboa Park Activity Center

8.21.1 Guards shall patrol around the outside of the building, checking all doors to ensure they are locked.

8.22. Blind Recreation Center

8.22.1 Guards shall patrol around the building checking all doors to make sure they are locked, and for illegal lodging.

8.23. War Memorial

8.23.1 During the day, Guard shall patrol around the building to check for skateboarders and transients drinking. If there are, Guard shall inform them that there is no alcohol allowed in Balboa Park and that they need to leave or the police will be called to have them removed. At night when the building is closed Guard shall patrol outside to check all doors and for the above items also.

8.24. Rose and Desert Garden

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8.24.1 There is a problem with the theft of roses and desert plants. When someone picks a single rose let them know it is not allowed. If the person continues to pick rose(s), report the incident by calling the San Diego Police Department to come and issue a citation. Guards shall only observe and report and not put any individuals under citizen's arrest/or detain any individuals.

8.25. Pepper Grove Picnic Area

8.25.1 The park is open twenty-four (24) hours a day. There is to be no skateboarding or any glass containers in the central mesa. Alcohol is allowed between the hours of 8:00 a.m. and 8:00 p.m.

8.26. Balboa Park Nursery

8.26.1 Guards shall check the gates to make sure that they are not open and they are secure. There is one (1) on the pedestrian gate located in the center on Pershing Drive.

8.27. Morley Field Sports Complex

8.27.1 Public vehicles are not permitted to park in the fields. At 10:00 p.m. the gates shall be fully locked. Guards shall patrol the velodrome to see if all vehicles have left. Individuals using the velodrome shall park near the horse corral and not outside the bike track. Guards shall check the park and recreation equipment yard to ensure all gates are locked. There is no off-road activity or any illegal dumping. Vehicles are to park in the designated areas provided.

8.28. Morley Field Disc Golf Course

8.28.1 There are no alcohol or glass bottles allowed. All dogs must be on a leash. The course and the parking lot close at sunset.

8.28.2 Guard shall inform any individuals they observe not in compliance with the above noted policies of the applicable policy (e.g. no glass, no alcohol, etc.) and report any individual(s) that guards observe to not be in compliance to the San Diego Police Department.

8.29. Balboa Park Administration Building Equipment Yard

8.29.1 Guards shall check for any damaged or vandalized City vehicles. If any vehicle door is open, Guard shall log it in the post log. If any damage or any unusual activity occurs, Guard shall report it to the Senior Park Ranger with an incident report before the end of their shift.

**9. ROSE CANYON OPERATION YARD**

9.1. Introduction

9.1.1 The Rose Canyon Operation Yard security post primary responsibility is theft prevention, security of all the facilities, structures, and equipment, and to provide

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assistance and information to persons the guards come into contact with during normal patrol duties.

9.2. Location

9.2.1 The Rose Canyon Operation Yard is located at:  
3775 Morena Boulevard San Diego, CA 92117

9.3. Hours

9.3.1 A Shift and B Shift requires seven (7) days a week, including Saturdays, Sundays, and Holidays. Each shift shall include a half hour lunch break.

- a. A Shift = 3:30 p.m. - 12:00 a.m.
- b. B Shift = 11:30 p.m. - 8:00 a.m.
- c. C Shift = 7:30 a.m. - 4:00 p.m. (Saturday, Sunday, and City Holidays).
- d. D Shift = Emergency or Special Event shift on an as needed basis.

9.4. Basic Duties

9.4.1. Beginning of Shift

When Security Guards arrive on duty, Guards shall report to the Security Office located at the entrance of Rose Canyon Operation Yard. Security Guards shall check for any information, updates, or special directions. Guards shall sign in on the Security Guard Patrol Log. If any of the post equipment is missing, Guards shall contact the Supervisor and make a note of the item(s) that are missing or damaged in their patrol log. Guards shall include the time, date, item, and their name in the log. Security Guards shall be responsible for all post equipment. Guards and Security Company are responsible for any broken or damaged City equipment.

9.5 Security Office Duty

9.5.1 Security Guards shall open entrance and exit gates. All vehicles entering the yard must be a City employee. If unsure, Security Guards shall request to see a City I.D. or enter the person's information in the patrol log. Guards shall use driver's license information if City I.D. is not available. Guards shall prevent theft and any damage to City property. If someone wants to enter and they are not a City employee, they must have an appointment. Guards shall record the name of the person and the appointment.

9.6 Patrol Rounds

9.6.1 Every thirty (30) to sixty (60) minutes, Security Guards shall conduct a foot patrol of the complete Rose Canyon Operation Yard. Security Guards shall check for any open or unlocked doors on facilities that should be locked.

9.6.2 Some facilities will remain open twenty-four (24) hours a day. If any alarms, silent or audible, are activated guards shall respond by investigating the alarms/open facility. Based on what the investigation reveals guard may call their supervisor, Station 38 (619) 527-7660, or San Diego Police and Fire Departments.

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9.6.3 At the beginning of each foot patrol, Guards shall close (Do Not Lock) the front entrance/exit gates and reopen the gates when the Security Guard has completed the foot patrol and returned to the security office.

9.6.4 Failure to complete the patrol route may be cause for removal from this site.

9.6.5 Beginning at 5:00 a.m., Security Guards shall open the entrance gate while conducting foot patrols (except Saturday, Sunday, and holidays, Guards shall close gates, but not lock gates).

9.6.6 At the beginning of each foot patrol, Guards shall close (Do Not Lock) the front entrance/exit gates and reopen the gates when the Security Guard has completed the foot patrol and returned to the security office.

9.6.7 Failure to complete the patrol route may be cause for removal from this site.

9.6.8 Beginning at 5:00 a.m., Security Guards shall open the entrance gate while conducting foot patrols (except Saturday, Sunday, and holidays, Guards shall close gates, but not lock gates).

9.6.9 One time within each eight (8) hour shift, each guard shall open the exterior gate and walk the outside of the operation yard fence line and shall check its security.

## 9.7 End of Shift

9.7.1 Security Guards shall meet with previous shift Guards at the Security Office and shall give all the post equipment (site keys, mobile phone, etc) to the incoming Guard. Security Guards shall relay any information about special instructions, special events, or problem areas to the incoming Guards. Security Guards shall secure and return all post equipment to the Security Office. If any item(s) are missing or damaged, Security Guards shall make a note of the item(s). Guards shall complete an incident report under circumstances involving a patron that has been issued a suspension letter and under circumstances when the San Diego Police Department is summoned. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, a date and time of the incident, full name of the security guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the guard. Keep and maintain all incident reports and provide reports to the designated City staff. Guards shall return and sign out on the patrol log. The last shift of the day shall secure Security Office and all equipment.

## 10. **20<sup>TH</sup> AND B**

### 10.1. Location

10.1.1 The 20<sup>th</sup> and B Front Gate is located at:

1970 B Street  
San Diego, CA 92102

10.2 Basic Duties

10.2.1 The following duties shall be performed as part of the work schedule and hours as described hereafter. Two (2) Guards required on-site at all times.

10.2.2 Guards shall prepare daily security reports that indicate activities occurring in the Facility.

10.2.3 Between 5:00 p.m. and 8:00 a.m., Monday through Friday, excluding City holidays, one (1) guard shall remain at the Guard shack and shall monitor the general coming and going of all vehicles.

10.2.4 The other guard shall be patrolling the site on an hourly basis. There are twenty (20) wand locations, guard shall check in at as part of each patrol. Intentional damage by the guards to the wand or check points will be repaired at Contractors expense.

10.2.5 At 5:30 p.m., Monday through Friday, the gate shall be closed and shall remain closed until 6:00 a.m. on the next business day, except to allow egress for vehicles.

10.2.6 After 5:00 p.m., Monday through Friday, Guard shall log all vehicles entering and leaving the facility until 6:00 a.m. on the next business day.

10.2.7 After 6:00 p.m., Monday through Friday, through 6:00 a.m. hours on the next business day the Guard shall make a roving patrol of the facility, every hour, checking all check points. Each round should last approximately forty (40) minutes to ensure guard presence throughout the yard. The patrol may be made on foot or on Contractor provided bicycle.

10.2.8 All Guards shall check in with Station 38 at the beginning of each shift and approximately halfway through each shift.

10.2.9 Guard supervisors shall review logs and wand analysis reports weekly to verify guard performance.

10.2.10 The City may add, in writing, further Basic Duties, if necessary.

10.2.11 Service for the 20<sup>th</sup> and B Station shall consist of two (2) Guards during hours specified below. While on patrol, which shall be made regardless of weather conditions, Guards shall watch for fire, theft, and utility failures (e.g. plumbing breaks and smoking or flickering electrical fixtures). Upon finding any utility failure, the Guards shall notify the Station 38. If Guard observes any unusual activity they shall notify Station 38 by radio and if they deem it necessary, ask for assistance. Should any alarms, silent or audible, be set off, Guards shall respond by observing the situation and calling Station 38 by radio or the City of San Diego Police Department or Fire Department as appropriate, by telephone. A cellular telephone shall not be used for this purpose.

10.2.12 A detailed post order for this site will be provided to the awarded Contractor.

10.3. Hours

10.3.1 Two (2) Guards required for each shift from 5:00 p.m. to 8:00 a.m., Monday to Friday. No Guards required between 8:00 a.m. to 5:00 p.m., Monday to Friday

10.3.2 Two (2) Guards required twenty-four (24) hours per day, Saturday, Sunday, and all City observed Holidays.

10.3.3 Total estimated annual hours: 13,312.

**11. CIVIC CENTER PUBLIC RESTROOM (SITE)**

11.1 INTRODUCTION

11.1.1 The Contractor shall provide 24/7 security services at the Civic Center Public Restroom (Site), as specified, every day *including* all City observed holidays. The Site has a heavy volume of patron use during events at the City Concourse, in which is this facility is located.

11.1.2 The Site has an attendant's booth designed so that a security guard may monitor and manage the public access to the restroom facility.

11.2 SITE INSPECTION

11.2.1 The Site is open to the public and staffed by a security guard twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide 24/7 security services for the non-gender specific restrooms at the Site. Proposers are encouraged to visit the Site and to note the conditions and challenges that the Site poses so that they are able to be fully responsive to the requirements. Failure to visit the Site will not relieve the Contractor of the responsibility to perform in accordance with these Specifications. No additional compensation or relief from any obligations of the Contract will be granted because of lack of knowledge of the Site. The information provided by the City is not intended to be a substitute for, or as a supplement to the independent verification by the proposer to the extent such independent investigation of site conditions is deemed necessary or desirable by the proposer.

11.3 LOCATION OF WORK SITE

11.3.1 The location of the Site is as follows:

- a. Civic Center Public Restroom  
202 C Street  
San Diego, CA  
92101

11.4 SCHEDULE OF WORK

11.4.1 The Site shall be attended and security for the Site provided seven (7) days a week, twenty-four (24) hours a day, including all City observed holidays.

11.4.2 City observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas.

#### 11.5 TELEPHONE USAGE

11.5.1 The City provides, at the City's expense, a land line type of telephone at the Site for authorized usage by the Contractor (and for the City's custodial contractor). Unauthorized telephone usage by the Contractor will be at the Contractor's sole expense.

#### 11.6 STANDARDS FOR MANAGING PUBLIC ACCESS TO THE RESTROOM FACILITIES

11.6.1 The Contractor shall perform to the following standards to manage public access to the restroom facilities at the Site:

11.6.2 Due to the limited number of restroom fixtures available for the public to utilize at this Site, Contractor's security guard must manage public access to the non-gender specific restroom facilities. The required standard for public access at this Site is one (1) patron per restroom at a time. Patrons with children may be exempt.

11.6.3 Contractor shall maintain a daily log to capture the volume of patrons accessing the Site. The format of the log will be provided to the Contractor and will show statistics of patronage at the restroom on an hourly basis. Contractor shall provide a completed log to the Contract Administrator every other week, on Monday morning. The completed log should show patronage of the facilities at the Site for the prior two weeks, beginning and ending with Sunday at 11:00pm.

11.6.4 Contractor's security guard shall allow patrons 10-15 minutes to use the restroom facilities at the discretion of the Contractor's security guard. If a patron is using the restroom for longer than the allotted time, the Contractor's security guard shall knock on the door and notify the patron that they have been in the restroom for a significant time and should leave if they are able. If the patron does not respond, Contractor's security guard, in his or her discretion, shall call San Diego Police Department for additional assistance.

11.6.5 Contractor's security guard at the Site must monitor and enforce the rule of only one (1) patron in each restroom at a time. Contractor is responsible for enforcing all posted rules for use of the restroom.

11.6.6 Ensure to the extent reasonably possible and appropriate the safety and security of all assigned equipment and the restroom facilities.

11.6.7 Direct patrons to comply with restroom facility policy and procedures.

11.6.8 Act professionally at all times.

11.6.9 Be dressed in company uniforms, including foul weather gear when appropriate, and ensure that uniforms and equipment are kept clean and professional looking at all times, without exception.

**12. FACILITY DESCRIPTION**

12.1 A summary of the Site description follows:

**Civic Center Public Restroom (Approx. 1,138 sq. ft.)**

Approximate Square Footage:	494 sq. ft. (inside area); 644 sq. ft. (outside area – pedestrian walkway).
Restrooms:	Two (2) non-gender specific restrooms. One restroom has one toilet, one sink and one urinal. The other restroom has two toilets and one sink.
Flooring:	VCT: Approx. 45 sq. ft. Concrete (inside and outside, painted, approx. 1,093 sq. ft.)
Outside Restrooms Area/Pedestrian Walkway:	The walkway is approx. 644 sq. ft. (28 sq. ft. in length and 14 sq. ft. in width) from the entrance way. There is also a front desk area, enclosed by glass, inside the facility, for primary use by the Contractor.

**13. CONTRACTOR'S RESPONSIBILITIES**

13.1 Staffing

13.1.1 The Contractor shall provide an on-site, security guard at the Site every day, 24 hours, 7 days a week, *including* all City observed holidays. The Contractor shall deploy one (1) security guard for each three (3) eight (8) hour shifts within the 24 hours to provide around the clock interior and public restroom perimeter security. The Contractor's security guard will also be expected to provide excellent customer service to ensure that as many members of the public that need to use the public restroom can do so safely and in a secure environment.

13.1.2 The Contractor shall furnish adequate supervisory and working personnel capable of completing all work required by these Specifications as scheduled and to the satisfaction of the Contract Administrator.

13.1.3 The Contractor shall also maintain a sufficient number of trained staff to cover vacations, illness, and emergency leave for staff assigned to this Contract.

13.2 Supervision

13.2.1 The Contractor shall have a minimum of one (1) qualified supervisor available to perform weekly inspections. The Contractor shall provide adequate supervision to ensure work is completed as specified in this Contract. This may be a working supervisor.



Prior to start of Contract, the Contractor shall notify the Contract Administrator of the name of the supervisor assigned the sites.

13.2.2 In the event Contractor changes the supervisor assigned to this Contract, Contractor shall notify the Contract Administrator in writing prior to the start date of the new supervisor. The Contractor shall also be responsible for ensuring that any new supervisor understands the requirements of this Contract and shall schedule a meeting with the Contract Administrator and the new supervisor prior to commencement of work.

### 13.3 Uniforms

13.3.1 Contractor staff, including supervisors, shall work in distinguishing, neat and clean security guard uniforms, including badges, safety and utility equipment, provided by the Contractor. All uniforms shall be cleaned and maintained by the Contractor.

13.3.2 Long pants shall be worn on each work shift. Shorts are unacceptable. Contractor's employees must look professional and have proper personal hygiene. Appropriate uniform shall be worn at all times, including personnel who are being trained.

### 13.4 Contractor Staff Reporting Procedures

13.4.1 All Contractor staff, including all supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on the activity log provided by the Contract Administrator or designee. The log may be electronic. The security guard personnel are to sign in and out based on actual arrival and departure times versus scheduled times. Supervisors shall write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not properly completed. The log will be kept in a designated area identified by the Contract Administrator or designee.

13.4.2 Contractor's security guard must be on site at the scheduled post hours. Failure to appear on time without prior approval shall result in removal from the post. Contractor shall ensure that if a guard is unable to arrive on site at the designated time, the guard is responsible for contacting his or her supervisor immediately in order to ensure that all scheduled shifts are staffed according to the post hours.

13.4.3 The janitorial personnel assigned to the Site shall complete a 'Janitor's Cleaning Checklist' when janitorial tasks are completed and leave the checklist in the designated area per their contract with the City. The security guard will note all cleaning (beginning time and ending time) on the log and will note the time janitorial staff sign in and out, and will note all patron use.

### 13.5 Contractor Response Time

13.5.1 Contractor shall provide a customer service operation for City staff. The customer service operation shall include access to a local number 619, 858, and 760, or a toll free number and provision of an in-house customer service representative who is assigned and dedicated to the City and be available during normal business hours, between 6:00 a.m. and 6:00 p.m., Monday through Friday. The in-house customer service representative shall be knowledgeable and responsive relative to contract and customer service issues. All actions required to resolve the non-emergency issue(s) or deficiencies

must be completed by the next business day unless otherwise directed by the Contract Administrator or designee. Contractor must be available via cell phone and email during these designated times. The Contractor shall respond within one hour of a call for customer service during normal business hours.

#### 13.6 Emergency Calls for Call Back Services

13.6.1 An emergency number for a Contractor supervisor or manager must be provided for after-hours emergencies. A Contractor supervisor or manager shall respond to emergency telephone calls within fifteen (15) minutes of the call being placed.

13.6.2 The Contractor shall have the capability to make calls of an emergency/safety nature twenty-four (24) hours a day. The Contractor's security guard must intervene, as appropriate, with patrons to de-escalate potential problem situations and must document all such unusual or emergency situations in the log. Contractor shall provide a detailed incident report for any incident when San Diego Police Department or other emergency first responder personnel report to the Site. The Contract Administrator will provide the incident report form to the Contractor.

#### 13.7 Safety Requirements

13.7.1 All work performed under this Contract will be performed in such a manner as to provide maximum safety to the public and employees, and shall comply with all applicable safety provisions and regulations. The Contractor is responsible for abiding by all CAL/OSHA requirements. Contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA.

13.7.2 Contractor's security guard shall not allow anyone to store personal belongings inside the attendant booth or the restroom, nor shall the Contractor's security guard allow patrons to charge cell phones or use the facility in any way except as a restroom facility.

13.7.3 Contractor's security guard will ensure that the restrooms are locked, and signs posted that state the restroom is out of service during each cleaning. Restrooms and the attendant booth shall not be left open when not attended or when cleaning is conducted. Security shall be maintained during the cleaning period.

### **14. QUALITY OF WORK/INSPECTIONS**

14.1 The Contractor shall provide quality security services for the Site. All work shall be performed in accordance with the Best Industry Standards and the Site shall be kept secure in accordance with the safety and security standards specified throughout the Contract term.

#### 14.2 Periodic Reviews

14.2.1 A Contractor supervisor or manager shall perform regular and comprehensive inspections of the Site to ensure that all work is completed in accordance with these Specifications. At a minimum, these inspections shall be performed on a weekly

basis.

14.2.2 The Contractor shall meet with the Contract Administrator at least monthly at a regularly set date and time to evaluate services performed.

#### 14.3 Inspections by Contract Administrator

14.3.1 Regular inspections shall be conducted by the Contract Administrator. Any performance deficiencies shall be noted on the activity and incident log and will be provided to the Contractor in writing within eight (8) hours of the noted deficiency.

14.3.2 Deficiencies must be corrected the next business day unless otherwise directed by the Contract Administrator or designee.

### 15. STATEMENT OF TASKS

15.1 All tasks shall be performed in accordance with the standards stated within these Specifications throughout the contract term.

15.2 The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements of these Specifications.

#### 15.3 Tasks

15.3.1 With respect to the services provided, the Contractor shall ensure the security guard fulfills the following operational roles and responsibilities at the Site. The following tasks (Tasks No. 15.4 – 15.5) shall be performed daily at this Site, unless otherwise expressly stated:

#### 15.4 Inspect Restrooms/Site

15.4.1 Perform a general inspection of the restroom at least once every hour, including reviewing sinks, toilets, urinals, water closets, and lavatories to ensure that it is clean, operable and safe for future patron use. The term “clean” as used here will mean that no bodily fluids or blood are immediately detectable and that there is adequate toilet paper available. Contractor’s security guard is also responsible to ensure no dangerous or illegal items are left in the restrooms by patrons, including weapons, drug paraphernalia, etc. Contractor’s security guard is to remove any personal items, such as backpacks, clothes, etc., left at the Site, in a safe manner. Contractor’s security guard shall secure any personal items at the Site and notify Contract Administrator within 24 hours.

15.4.2 Perform an in-depth inspection every four (4) hours, prior to cleaning visit by janitorial services, thoroughly inspecting the entire facility, looking under toilets, along walls etc., for any items left behind of an illegal or suspicious nature. Note any deficiencies in cleanliness and maintenance needs, including needed repairs.

15.4.3 If an item left behind is of an illegal or suspicious nature, Contractor’s security guard shall call 911. Contractor shall notify Contract Administrator, or designee, as soon as feasible.

15.4.4 if a significant amount of blood and/or bodily fluids are found in restroom, Contractor's security guard should notify San Diego Police Department and close the restroom as not to disturb a potential crime scene. The Contractor shall also submit an incident report, in writing, to the Contract Administrator within eight (8) hours and notify Contractor Administrator, or designee, as soon as feasible.

15.4.5 Upon observing any facility/plumbing stoppages, leaking faucet, or electrical malfunctions, Contractor's security guard shall immediately contact Work Control by phone at (619) 525-8540. The Contractor shall also submit an incident report, in writing, to the Contract Administrator within eight (8) hours.

15.4.6 If restroom requires additional cleaning, the Contractor and the Contractor's security guard is authorized to request extra cleaning service from the Janitorial Services Contractor when deemed necessary, as further described in section 16.1 of this Exhibit.

15.4.7 Immediately close the restroom(s) from use if conditions require cleaning, repair, illegal activity or other safety related incidents.

15.4.8 Promptly respond to any complaint and concern about the restroom facilities/Site and report conditions as appropriate.

15.4.9 Note any problem incidents observed during inspections and report them on the log, or if a significant incident, complete an incident report.

## **16. EXTRA CLEANING SERVICES (MUST BE PRE-AUTHORIZED)**

16.1 The Contractor is authorized to request extra cleaning service from the City's janitorial services contractor when deemed necessary. Contractor shall notify Contract Administrator within eight (8) hours if extra cleaning services were authorized.

## **17. SQUARE FOOTAGES LISTED**

17.1 All square footage provided for this Site is approximate. Each Contractor is responsible for verifying actual square footage.

## **18. NON-INTERFERENCE WITH CITY OPERATIONS**

18.1 Contractor shall require its employees and agents comply with all City rules and regulations while at the Site or on adjacent City property. Contractor shall acquaint itself with conditions at the Site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule(s) or operations without the prior approval of the Contract Administrator. Contractor shall be entirely responsible for working in harmony with all others at the Site, including City's janitorial contractor (i.e. City staff and Contractor's staff).

## **19. CITY ADMINISTRATION BUILDING (CAB)**

### **19.1 Basic Duties**

19.1.1. Security Guards, when reporting for duty at the City Administration Building (CAB), shall pass on the keys from the previous shift. The Guard shall then report to the Guard station on the first floor at west entry doors. Prior to starting the shift, Security Guard shall read previous shifts Daily Activity Report for any updates or pass-downs. A cabinet is provided for logs, radios, telephone, paper work, or personal items when on duty. Any special instructions shall be left there by the Building Manager. Phones in the building are for emergency use only. The cell phone shall be carried at all times while on duty. When not on security patrol duty, the Guard shall be stationed at the Security Guard station where they will have an unobstructed view of the east and west entry doors, observation monitors and the elevator monitors that show movement from floor to floor. Monday through Friday, the Guard on duty at CAB will be standing at the Security Station, with a view of the monitor, screening persons entering the building. While so stationed, the Guard shall greet persons entering the building. Upon request, Security Guard shall offer assistance or information to visitors.

19.1.2. If unauthorized persons are observed entering the building, Guards are to check the incident out and if necessary, remove that person from the building. Except for unusual night time meetings, for entry into the building after hours, a valid picture ID is required. All persons must sign in and out on the log provided.

19.1.3. Guards are to log in all equipment received at shift turnover (keys, Nextel telephones, radio, wand, pager, etc.)

19.1.4. For CAB emergency elevator problems, when Guards are aware of people who are trapped in the elevators, Guards are to call the Fire Department and inform them of the problem.

19.1.5. If evening meetings are scheduled, Guards are to stay at Guard station and let people in. All persons entering the building are to sign in and out.

19.1.6. If no meetings are scheduled, Guards shall commence making rounds at time specified in Post Orders. If while on rounds, Guard is paged to let somebody into building, etc., Guard shall report to entry doors. Rounds shall be made four (4) times per shift. Guard shall assure entry doors are locked and pulled shut. The graveyard shift Guard shall remain at Guard station on weekdays from 6:00 a.m. to 8:30 a.m. to monitor people entering the Facility.

19.1.7. The graveyard shift shall report directly to the Guard station on the 1st floor. Receive any pertinent information, messages, instructions, etc.

19.1.8. Areas of responsibility for all shifts are all floors of CAB and immediate perimeter of building.

19.1.9. In case of fire, call the Fire Department (911) and Station 38. Open locked doors for emergency personnel and assist if needed. When fire or trouble is under control, call Central Power (619) 236-6504 and the Building Manager and inform of incident.

19.1.10 At the end of the shift, pass down Post Orders, keys, phone, and check out.

19.2. Location

The City Administration Building is located at:

202 C Street  
San Diego, CA 92101-4806

19.3. Hours

a. Monday-Friday, Upgraded Guards required for:

- (1) 6:00 a.m. to 2:00 p.m. shift,
- (2) 2:00 p.m. to 10:00 p.m. shift, and
- (3) 10:00 p.m. to 6:00 a.m.

b. Monday-Friday, Upgraded Guard required for:

- (1) 8:00 a.m. to 5:00 a.m. shift.

c. Saturday and Sunday, Basic Guard required for twenty-four (24) hour coverage.

**20. CITY TREASURER**

20.1 Standard Security Operating Procedures

20.1.1 With respect to all services provided to the department, Contractor shall ensure that its security guard(s) fulfill the following operational roles and responsibilities at the Facility, which includes the main lobby of the Office of the City Treasurer, elevators, and parking facility.

20.1.2 Provide a visible security presence to reduce physical security risk and actively monitoring video surveillance system, customer, and staff traffic during entire shift.

20.2. Escort depositors from building parking garage into City suite.

20.3. Perform armed inspection rounds twice daily to determine that gates, doors, windows, and facility equipment have not been vandalized or tampered with.

20.4. Open main lobby doors to the public at the scheduled time in the morning.

20.5. Respond to emergency situations while on patrol at facilities and notify the Contract Administrator when an emergency occurs.

20.6. Investigate unusual or suspicious conditions including potential safety hazards.

20.7. Prevent trespassing or, damage to, or theft of City property.

20.8. Report a dishonest or criminal act committed on City premises by City personnel or other persons.

20.9. Be vigilant about peoples' behaviors and situations that could potentially be disruptive or present a physical security risk to the office and City staff and take appropriate actions to diffuse the situation including notifying the Contract Administrator

20.10. Monitor admittance of personnel and authorized visitors to City facilities.

20.11. Inspect parking areas, ensuring gates/doors are locked.

20.12. Provide other security-related duties as may be required by the City.

20.13. Answer general questions from the public regarding the nature of their visit by knowledge of guidelines and required forms the customer may need.

20.14. Verify City ID prior to granting access to the suite.

20.15. Sign-in any City employee not with the Office of the City Treasurer before entry to the suite is granted.

20.16. Close and lock the lobby doors at the scheduled time in the evening.

20.17. At the end of the shift, perform a perimeter check to ensure all entry/exit doors are locked and no unauthorized persons are in the suite.

## **21. CITY HOMELESSNESS INITIATIVE SITES**

21.1 Overview: The Contractor shall provide security services at the specified location(s), as directed by the City staff administrator, as specified, every day, including all City observed holidays. The need for security may vary by location, such that Basic, Upgraded, and Armed security may be required, as determined by the City staff administrator. 24/7 security services may be required at certain locations, as designated by City staff.

21.2 Location: The location(s) requiring security services shall be as designated by the City staff administrator. Potential locations include those facilities where the City provides homelessness services, including, but not limited to, shelters, safe parking areas, storage, or other services, such as public restroom facilities. Currently, facilities exist downtown and throughout the City. The City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

21.3 Duties: Contractor shall safeguard the facilities and the safety of individuals using the facilities and the public near the facilities. The security needs for each facility may vary and shall be determined by the City staff administrator; services may be needed in the public right-of-way in the vicinity of the facility, the perimeter of the facility, and the interior of the facility. Contractor shall coordinate security activities with City staff and specified individuals, such as operators of the facilities, in a manner specified by the City staff administrator. Contractor shall report emergency events, non-emergency events, need for additional services outside of the scope of security services, and observed trash, noise, or

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other nuisance conditions to appropriate City staff, including Environmental Services and the Police Department, or service providers, as specified by the City staff administrator. Contractor shall record and report security activities and incidents in a manner specified by the City staff administrator. Contractor shall deter theft, vandalism, public intoxication, and other such activities. Contractor's guards shall maintain high standards of professionalism and respect in their interactions with individuals experiencing homelessness whom they encounter while performing security duties, with an emphasis on assisting individuals in need.



**EXHIBIT B.  
CONTRACTORS' PRICING**

1. THE CITY INTENDS TO AWARD THIS CONTRACT BY SECTION. ADDITIONALLY, PRICE SHALL INCLUDE ANY INCIDENTAL ACCESSORIES NECESSARY TO MAKE THE WORK COMPLETE AND PERFECT IN ALL RESPECTS EVEN IF NOT PARTICULARLY SPECIFIED.

**SECTION 1.**

**1. Library**

1.1. LIBRARY DEPARTMENT UPGRADED GUARDS

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guards	Extension
1.	24,804	HR	Central Library.	\$	\$
2.	18,512	HR	Branch Libraries.	\$	\$
<b>TOTAL:</b>					\$

1.2 LIBRARY DEPARTMENT MOBILE PATROL- ALL LOCATIONS

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
1.	TBD / AS-NEEDED*	HR	Central Library and Branch Libraries	\$

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**SECTION 2**

**2. COMMUNITY PARKS DIVISION I & II**

**2.1. COMMUNITY PARKS I DIVISION SKATE PARKS BASIC GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	365	HR	Linda Vista Skate Park		\$
2.	365	HR	Carmel Valley Skate Park		\$
3.	365	HR	Robb Field Skate Park		\$
4.	365	HR	Rancho Penasquitos Skate Park		\$
				<b>TOTAL:</b>	\$

2.2. COMMUNITY PARKS I DIVISION SKATE PARKS UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	365	HR	Linda Vista Skate Park		\$
2.	365	HR	Carmel Valley Skate Park		\$
3.	365	HR	Robb Field Skate Park		\$
4.	365	HR	Rancho Penasquitos Skate Park		\$
<b>TOTAL:</b>					\$

2.3. COMMUNITY PARKS I DIVISION SKATE PARKS ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	365	HR	Linda Vista Skate Park		\$
2.	365	HR	Carmel Valley Skate Park		\$
3.	365	HR	Robb Field Skate Park		\$
4.	365	HR	Rancho Penasquitos Skate Park		\$
TOTAL:					\$

2.4. COMMUNITY PARKS I DIVISION OTHER PARKS BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	365	HR	Soledad Natural Park	\$	\$

2.5. COMMUNITY PARKS I DIVISION OTHER PARKS UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	365	HR	Soledad Natural Park	\$	\$

2.6. COMMUNITY PARKS I DIVISION OTHER PARKS ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	365	HR	Soledad Natural Park	\$	\$

2.7. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES BASIC GUARD

2.7.1 NEW JOINT USE FACILITIES (PART OF THE PLAY-ALL-DAY PROGRAM)

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	365	HR	Alcott Joint Use Park	\$	\$

2.8. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES UPGRADED GUARD

2.8.1 NEW JOINT USE FACILITIES (PART OF THE PLAY-ALL-DAY PROGRAM)

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	365	HR	Alcott Joint Use Park	\$	\$

2.9. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES ARMED GUARD

2.9.1 NEW JOINT USE FACILITIES (PART OF THE PLAY-ALL-DAY PROGRAM)

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	365	HR	Alcott Joint Use Park	\$	\$

2.10. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	96	HR	Saturday and Sunday, close gates 1/2 hour after sunset	\$	\$
2.	1490	HR	Monday through Friday close only. Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
3.	188	HR	Close and lock gates 7 nights per week 1/2 after sunset. Holidays, open gates 10 a.m.	\$	\$



4.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday close and lock 1/2 after sunset	\$	\$
TOTAL:					

2.11. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	96	HR	Saturday and Sunday, close gates 1/2 hour after sunset	\$	\$

2.	1490	HR	Monday through Friday close only. Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
3.	188	HR	Close and lock gates 7 nights per week 1/2 after sunset. Holidays, open gates 10 a.m.		
4.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday close and lock 1/2 after sunset	\$	\$
TOTAL:					

2.12. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	96	HR	Saturday and Sunday, close gates 1/2 hour after sunset	\$	\$
2.	1490	HR	Monday through Friday close only. Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
3.	188	HR	Close and lock gates 7 nights per week 1/2 after sunset. Holidays, open gates 10 a.m.	\$	\$

4.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday close and lock 1/2 after sunset	\$	\$
				TOTAL:	\$

2.13 COMMUNITY PARKS II DIVISION SECURITY GATES BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
2.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday, close and lock 1/2 after sunset	\$	\$
<b>TOTAL:</b>					\$

2.14. COMMUNITY PARKS II DIVISION SECURITY GATES UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
2.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday, close and lock 1/2 after sunset	\$	\$
<b>TOTAL:</b>					\$

2.15. COMMUNITY PARKS II DIVISION SECURITY GATES ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
2.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday, close and lock 1/2 after sunset	\$	\$
<b>TOTAL:</b>					\$

2.16. COMMUNITY PARKS II DIVISION SKATE PARKS BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
2.	240	HR	Close and lock gates 7 nights per week. Open skate park gates weekends and holidays.		
TOTAL:					\$

2.17. COMMUNITY PARKS II DIVISION SKATE PARKS UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
2.	240	HR	Close and lock gates 7 nights per week. Open skate park gates weekends and holidays.		
TOTAL:					\$

2.18. COMMUNITY PARKS II DIVISION SKATE PARKS ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	\$
2.	240	HR	Close and lock gates 7 nights per week. Open skate park gates weekends and holidays.	\$	\$
TOTAL:					\$

2.19 500 URBAN VILLAGE COMPLEX SECURITY BASIC GUARD SERVICES  
4380 LANDIS STREET, SAN DIEGO

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1058	HR	Security Guard Services at City Heights Urban Village Complex	\$	\$



**2.20. 500 URBAN VILLAGE COMPLEX SECURITY UPGRADED GUARD SERVICES**  
**4380 LANDIS STREET, SAN DIEGO**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	1058	HR	Security Guard Services at City Heights Urban Village Complex	\$	\$

**2.21. 500 URBAN VILLAGE COMPLEX SECURITY ARMED GUARD SERVICES**  
**4380 LANDIS STREET, SAN DIEGO**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	1058	HR	Security Guard Services at City Heights Urban Village Complex	\$	\$

**2.22. MOUNT HOPE CEMETERY SECURITY BASIC GUARD SERVICES**  
**3751 MARKET STREET, SAN DIEGO**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1058	HR	Saturday, Sunday and City holidays, open entrance gates at 8:00 a.m., proceed to open the access door to restroom located at the front of the cemetery office, patrol cemetery grounds, close restroom, and entrance gates at 4:00 p.m.	\$	\$

2.23. MOUNT HOPE UPGRADED GUARD SERVICES  
3751 MARKET STREET, SAN DIEGO

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	1058	HR	Saturday, Sunday and City holidays, open entrance gates at 8:00 a.m., proceed to open the access door to restroom located at the front of the cemetery office, patrol cemetery grounds, close restroom, and entrance gates at 4:00 p.m.	\$	\$

2.24. MOUNT HOPE CEMETERY SECURITY ARMED GUARD SERVICES  
3751 MARKET STREET, SAN DIEGO

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	1058	HR	Saturday, Sunday and City holidays, open entrance gates at 8:00 a.m., proceed to open the access door to restroom located at the front of the cemetery office, patrol cemetery grounds, close restroom, and entrance gates at 4:00 p.m.	\$	\$

2.25. COMMUNITY PARKS DIVISION 1 & 2 MOBILE PATROL

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
1.	TBD / AS-NEEDED*	HR	Community Parks Division 1 & 2 locations.	\$

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**SECTION 3.**

**3. DEVELOPMENT SERVICES CENTER (DSC)**

3.1. DEVELOPMENT SERVICES CENTER BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	8,736	HR	Development Services Center.	\$	\$
2.	2,080	HR	Development Services Center.	\$	\$
<b>TOTAL:</b>					

3.2. DEVELOPMENT SERVICES CENTER UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	8,736	HR	Development Services Center.	\$	\$
2.	2,080	HR	Development Services Center.		\$
TOTAL:					

3.3. DEVELOPMENT SERVICES CENTER ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	8,736	HR	Development Services Center.	\$	\$
2.	2,080	HR	Development Services Center.		\$
TOTAL:					

**SECTION 4.**

**4. BALBOA PARK**

**4.1. BALBOA PARK BASIC GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
5,824	HR	Balboa Park.	\$	\$

**4.2. BALBOA PARK UPGRADED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
5,824	HR	Balboa Park.	\$	\$

**4.3. BALBOA PARK ARMED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
5,824	HR	Balboa Park.	\$	\$

4.4. BALBOA PARK MOBILE PATROL

Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
TBD / AS-NEEDED*	HR	Community Parks Division 1 & 2 locations.	\$

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**SECTION 5.**

**5. ROSE CANYON OPERATION YARD**

**5.1 ROSE CANYON OPERATION YARD BASIC GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	6,744	HR	Rose Canyon.	\$	\$

**5.2. ROSE CANYON OPERATION YARD UPGRADED GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	6,744	HR	Rose Canyon.	\$	\$
2.	500	HR	Rose Canyon, As Needed Security Services (e.g. special events, emergencies).	\$	\$
<b>TOTAL:</b>					

5.3. ROSE CANYON OPERATION YARD ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	6,744	HR	Rose Canyon.	\$	\$
2.	500	HR	Rose Canyon, As Needed Security Services (e.g. special events, emergencies).	\$	\$
TOTAL:					

5.4. ROSE CANYON MOBILE PATROL

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
1.	TBD / AS-NEEDED*	HR	Rose Canyon locations.	\$

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.



**SECTION 6.**

**6. 20<sup>TH</sup> AND B BASIC GUARD**

**6.1. 20<sup>TH</sup> AND B BASIC GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
13,312	HR	20 <sup>th</sup> and B.	\$	\$

**6.2. 20<sup>TH</sup> AND B UPGRADED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
13,312	HR	20 <sup>th</sup> and B.	\$	\$

**6.3. 20<sup>TH</sup> AND B ARMED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
13,312	HR	20 <sup>th</sup> and B.	\$	\$

**SECTION 7. THE FOLLOWING SECTION CONSISTS OF THREE (3) AREAS LISTED BELOW:**

- CIVIC CENTER PUBLIC RESTROOM
- CITY ADMINISTRATION BUILDING
- City TREASURER

**7. CIVIC CENTER PUBLIC RESTROOM**

**7.1 CIVIC CENTER PUBLIC RESTROOM BASIC GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	744	HR	Civic Center Public Restroom: Basic Guard Service  Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$	\$

**7.2. CIVIC CENTER PUBLIC RESTROOM UPGRADED GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	744	HR	Civic Center Public Restroom: Upgraded Guard Service  Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$	\$

7.3. CIVIC CENTER PUBLIC RESTROOM ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	744	Hour	Civic Center Public Restroom: Armed Guard Service  Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$	\$

7.4 CITY ADMINISTRATION BUILDING BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	4,500	HR	City Administration Building. M-F, Two 8 hour shifts	\$	\$
2.	3000	HR	City Administration Building. S-S 24 hour shifts		\$
TOTAL:					\$

7.5. CITY ADMINISTRATION BUILDING UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	4200	HR	City Administration Building. M-F, Two 8 hour shifts	\$	\$
					\$
TOTAL:					\$

7.6. CITY ADMINISTRATION BUILDING ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	4,576	HR	City Administration Building.	\$	\$
2.	6,500	HR	City Administration Building.		\$
TOTAL:					\$

7.7. CITY TREASURER BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	2080	HR	City Treasurer	\$	\$

7.8. CITY TREASURER UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	2080	HR	City Treasurer	\$	\$

7.9. CITY TREASURER ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	2080	HR	City Treasurer	\$	\$

**SECTION 8.**

**8. CITY HOMELESSNESS INITIATIVE SITES**

**8.1. INITIATIVE SITES BASIC GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Basic Guard
TBD	HR	Initiative locations throughout City.	\$

**8.2. INITIATIVE SITES UPGRADED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard
5,824	HR	Initiative locations throughout City.	\$

**8.3. INITIATIVE SITES ARMED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Armed Guard
5,824	HR	Initiative locations throughout City.	\$

8.4. INITIATIVE SITES MOBILE PATROL

Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
TBD / AS-NEEDED*	HR	Initiative locations throughout City.	\$

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**2. EXTRAORDINARY LABOR**

2.1 EXTRAORDINARY LABOR IS INCLUDED WITH SECTION AWARDED. THE COST OF 1,000 HOURS OF EACH IDENTIFIED EXTRAORDINARY LABOR WILL BE ADDED TO THE OVERALL PROPOSAL. EXTRAORDINARY LABOR INCLUDES, BUT IS NOT LIMITED TO EMERGENCY CIRCUMSTANCES, SPECIAL EVENTS, OR SECURITY GUARD WORK PERFORMED UNDER OTHER ESPECIALLY URGENT CIRCUMSTANCES. THE CITY, IN ITS SOLE DISCRETION, WILL DETERMINE WHETHER EXTRAORDINARY LABOR RATES WILL APPLY.

2.1.1 EXTRAORDINARY LABOR AT VARIOUS CITY SITES BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1,000	HR	As-Needed Security Services.	\$	\$

2.1.2 EXTRAORDINARY LABOR AT VARIOUS CITY SITES UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1,000	HR	As-Needed Security Services.	\$	\$

2.1.3 EXTRAORDINARY LABOR AT VARIOUS CITY SITES ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	1,000	HR	As-Needed Security Services.	\$	\$



**EXHIBIT C**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.



**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract 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 that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

**9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.



**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

**9.1.11.2 Notice Requirement.** Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## ARTICLE XII MANDATORY ASSISTANCE

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

## ARTICLE XIII MISCELLANEOUS

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

**EXHIBIT D**  
**WAGE REQUIREMENTS**

By signing this Contract, proposer certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. LIVING WAGES.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each proposer to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, proposer agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Exemption from Living Wage Ordinance.** Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.

## EXHIBIT E

### Payment Card Industry Data Security Standards (PCI DSS):

\_\_\_\_\_.01 **PCI Compliance.** Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Exhibit.

\_\_\_\_\_.02 **Contractor Compliance with Payment Card Industry Security Standards Council Standards.** Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

\_\_\_\_\_.03 **Attestation of PCI Compliance.** Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

\_\_\_\_\_.04 **Contractor Remediation.** Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

\_\_\_\_\_.05 **Service Provider Responsibility Matrix.** Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

\_\_\_\_\_.06 **Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access.** Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist),

located at

[https://www.pcisecuritystandards.org/document\\_library?category=pcidss&document=pci\\_dss](https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss)

or located at such other website as the PCI SSC may describe from time to time.

\_\_\_\_\_.**06.01** Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

\_\_\_\_\_.**06.02** Upon the City's request, Contractor must provide to City a copy of the Checklist.



## **Tab A**

### **Submission of Information and Forms.**

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The Contractor Standards Pledge of Compliance Form ..... 2-13

Equal Opportunity Form ..... 14-24

Licenses as requested in Exhibit B ..... 25-25

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Allstate Security Services, Inc

Bidder

9845 Erma Road, Suite 207

Street Address

San Diego

City

888-210-7333

Telephone No.

Joe@allstatesecurityservice.com

E-Mail

BY:

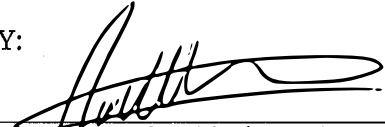
Print Name: \_\_\_\_\_

Director

Purchasing & Contracting Department

Date Signed \_\_\_\_\_

BY:

  
Signature of Bidder's Authorized Representative

Joseph Faltas

Print Name

Excu. V.P

Title

09/17/2018

Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

MARA W. ELLIOTT, City Attorney

BY: \_\_\_\_\_

Deputy City Attorney

**City of San Diego**  
**CONTRACTOR STANDARDS**  
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

**A. BID/PROPOSAL/SOLICITATION TITLE:**

**City Wide Security Services - 10089334-18-M**

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**B. BIDDER/PROPOSER INFORMATION:**

**Allstate Security Services, Inc.**

Legal Name	9845 Erma Road, Suite 207	San Diego	DBA	CA	92131
Street Address	Joseph Faltas, Excu. V.P.	City	State	Zip	
Contact Person, Title		Phone	858-726-2680	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

**Bishoy Gindi**

**Owner**

Name <b>San Diego, CA</b>	Title/Position
City and State of Residence <b>%100</b>	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?  
 Yes  No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes  No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes  No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 04/13/2012 State of incorporation: California

List corporation's current officers: President: Curtis Jones  
Vice Pres: Joseph Faitas  
Secretary: Samy Henien  
Treasurer: George Youser

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  Yes  No

If Yes, after what date: 04/13/2012

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partnership Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sole Proprietorship Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate Contractor Standards form.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

- 1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 Yes       No  
If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.
- 2. In the past five (5) years, has your firm been denied bonding?  
 Yes       No  
If Yes, use Attachment A to explain specific circumstances; include bonding company name.
- 3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 Yes       No  
If Yes, use Attachment A to explain specific circumstances.
- 4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 Yes       No  
If Yes, use Attachment A to explain specific circumstances.
- 5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
 Yes       No  
If Yes, use Attachment A to explain specific circumstances.
- 6. Are there any claims, liens or judgements that are outstanding against your firm?  
 Yes       No  
If Yes, please use Attachment A to provide detailed information on the action.
- 7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.  
Name of Bank: US BANK  
Point of Contact: John French  
Address: 10740 Westview Pkwy San Diego, CA 92126  
Phone Number: Phone (858) 530-8500 Fax (858) 530-8509
- 8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City



a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2014018158 Year Issued: 05/01/2012

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Diego

Contact Name and Phone Number: Debbie Marcotte / 619.235.5294  
Contact Email: DMarcotte@sandiego.gov  
Address: 2125 Park Boulevard 4th floor San Diego, CA 92101  
Contract Date: 09/01/2017  
Contract Amount: 1 million /annually  
Requirements of Contract: 24/7 Security Guard for Public Restrooms

Company Name: County of San Diego  
Contact Name and Phone Number: Jason Hemmens / (858) 966.1342  
Contact Email: jason.hemmens@sdcounty.ca.gov  
Address: 5500 Overland Avenue, Suite 410 San Diego, CA 92123  
Contract Date: 10/01/2018  
Contract Amount: 900K/annually  
Requirements of Contract: 24/7 security services Public Restrooms

Company Name: Escondido Unified School Distract  
Contact Name and Phone Number: Francis Spoonemore/ 760-432-2421  
Contact Email: fspoonemore@eusd.org  
Address: 2310 Aldergrove Ave, Escondido, CA 92029  
Contract Date: 07/01/2017  
Contract Amount: 500K/annually  
Requirements of Contract: Provider Security and Patrol Service for 24 Schools

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes  No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes  No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # 17AS1567

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_  
b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_  
c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Faltas/ Excu. V.P.



09/17/2018

Name and Title

Signature

Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Faltas/ Excu. V.P.

09/17/2018

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
**GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

**I. City's Equal Opportunity Contracting Commitment.**

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

**II. Definitions.**

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.



**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
  - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
  - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
  - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

## **VI. Maintaining Participation Levels.**

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

## **VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of its proposal, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

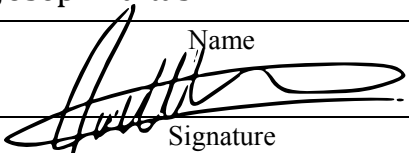
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Allstate Security Services, Inc

Certified By Joseph Faltas Title Excu. V.P.

  
 Name  
 Signature

Date 09/17/2018

**USE ADDITIONAL FORMS AS NECESSARY**



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Allstate Security Services, Inc

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 9845 Erma Road, Suite 207

City: San Diego County: San Diego State: CA Zip: 92131

Telephone Number: (888) 210-7333 Fax Number: (858) 726-2680

Name of Company CEO: Curtis Jones

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Security and Patrol Guard Services Type of License: Private Patrol Operator

The Company has appointed: Victoria Lee

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 9845 Erma Road, Suite 207 San Diego CA 92131

Telephone Number: (888) 210-7333 Fax Number: (858) 726-2680 Email: hr@allstatesecurityservice.com

One San Diego County (or Most Local County) Work Force - Mandatory

Branch Work Force \*  Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Allstate Security Services, Inc

(Firm Name)

San Diego

CA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 17 day of September, 2018

Joseph Faltaous

(Authorized Signature)

(Print Authorized Signature Name)

NAME OF FIRM: Allstate Security Services DATE: 09/17/2018  
 OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

I. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	2				2						2		4	
Professional	2				2						2		2	
A&E, Science, Computer														2
Technical														
Sales	3												2	
Administrative Support														
Services	35	17	51	23	22				42		27	18	37	14
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	42	17	51	23	26				42		31	18	45	16
--------------------	----	----	----	----	----	--	--	--	----	--	----	----	----	----

Grand Total All Employees	312
---------------------------	-----

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	1													
----------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Allstate Security Services San Diego DATE 09/17/2018  
 OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	<b>312</b>													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														



# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one contractor to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County WFR.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a WFR from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego

County and, for example, from Los Angeles County and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists



Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides

Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades

Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

**Exhibit B: Work Force Report Job categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations
--

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**

Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons**

**Roofers**

**Security Guards & Surveillance Officers**

**Sheet Metal Workers**

**Structural Iron and Steel Workers**

**Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

# BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

## LICENSING DETAILS FOR: 17182

**NAME:** ALLSTATE SECURITY SERVICES, INC.

**LICENSE TYPE:** PRIVATE PATROL OPERATOR

**PRIMARY STATUS:** CURRENT

**ADDRESS OF RECORD**

9845 EMMA ROAD SUITE 207

SAN DIEGO CA 92131

SAN DIEGO COUNTY

**ISSUANCE DATE**

MAY 9, 2012

**EXPIRATION DATE**

MAY 31, 2020

**CURRENT DATE / TIME**

SEPTEMBER 17, 2018  
12:00:02 PM

## LICENSE RELATIONSHIPS

**LICENSE/REGISTRATION ROLE:** BUSINESS LICENSE

**ADDRESS NOT DISCLOSED**

**RELATED PARTY ROLE:** PRINCIPAL

**NAME:** GINDI, BISHOY AYAD

**LICENSE/REGISTRATION TYPE:** PRINCIPAL

## PPO TO QUALIFIED MANAGER

**LICENSE/REGISTRATION ROLE:** PRIVATE PATROL OPERATOR

**ADDRESS NOT DISCLOSED**

**RELATED PARTY ROLE:** QUALIFIED MANAGER

**NAME:** GINDI, BISHOY AYAD

**LICENSE/REGISTRATION TYPE:** QUALIFIED MANAGER

## **Tab B**

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## Executive Summary

ALLSTATE SECURITY SERVICES, INC. began business in San Diego in 2012, founded by Bishoy Gindi, an experienced former Egyptian Army sergeant and Joe Faltas, MBA a successful entrepreneur. Allstate quickly established a reputation built on training, professionalism and a standard of service, which is unsurpassed. AllState established commercial guard service and patrol operations serving some of the most demanding accounts. Allstate's maintained its mission to meet the demand for critical security service with expertise and an unwavering commitment to excellence. These values have earned AllState the recognition it has today as the best of the best in San Diego.

Allstate accounts include government, schools, military, retail centers, residential communities, commercial sites, industrial buildings, construction sites, hospitality, financial institutions, warehouses, and healthcare. Including, US Navy Base, University of California San Diego, Wells Fargo Bank, Walmart, Inc., Best Buy, Toyota America. Allstate Security Services currently employees over 300 security officers and is considered as one of the fastest growing security firms in San Diego. We utilize integrated communication methodology in our activity reporting, daily operation, management and billing. Allstate has utilized the most up-to-date technology to ensure efficiency and accuracy in all aspects of the organization.

Our Core Values are based in Honor, Integrity, Vigilance and Helpfulness to our clients. Our employees help us to provide a professional, and unique security services for our customers. Our Mission Statement states, "To provide the best security and consulting Services to our client by demonstrating responsiveness, diligence, judgment and building on our culture of excellence. Allstate has a strong history of providing high quality Security services at fair market value."

Our current CEO, named in 2016, Curtis Jones, ILO is A dedicated security professional with over 30 years of corporate security, federal law enforcement, and life safety management experience. Often described by his peers as a charismatic, influential, strategic planner and executive decision maker. Jones has recently served as President/CEO of the San Diego Chapter of Infragard, has managed and over 1000 members of a 501(c)3 organization in partnership with San Diego's FBI Field Office and the Department of Homeland Security.

### Industry Affiliations and Accreditations:

Better Business Bureau (BBB), American Society of Industrial Security (ASIS), California Association of Licensed Security Agencies, Guards and Associates (CALSAGA), Community Associations Institute (CAI), International Facility Managers Association (IFMA) and Small Local Business Enterprise (SLBE).

## B.1 Past Experience and Performance

City of San Diego	Christopher Moore Supervising Procurement Contracting Officer [Office] 619-236-7254 cmoore@sandiego.gov	Casey Smith Deputy Director City of San Diego Open Space Division (619) 685-1323
	Debbie Marcotte Area Manager II Parks and Recreation Department Downtown/Point Loma Areas 619.235.5294 dmarcotte@sandiego.gov	Ricardo Ramos Business Operations Manager City of San Diego Office of the City Treasurer Ph: 619-236-5557 Fax: 619-236-7134
County of San Diego	Richard Mccarvell, Chief, Procurement Services County of San Diego Dept. of Purchasing & Contracting 5560 Overland Avenue, Suite 270, MS-032 San Diego, CA 92123 Phone: 858.505.6566	Jason Hemmens Deputy Director County of San Diego Dept. of Parks and Rec. 5500 Overland Avenue, Suite 410 San Diego, CA 92123 (858) 966-1342 (858) 495-5841 (Fax) jason.hemmens@sdcounty.ca.gov
	Jim Bolz, PE, PMP Project Manager County of San Diego DPW Capital Improvement Program Tel (858) 694-2712 James.Bolz@sdcounty.ca.gov	Caroline Mosher, Epidemiology & Immunization Services Branch Health & Human Services Agency [Office]: 619-542-4042 caroline.Mosher@sdcounty.ca.gov
San Diego Housing Commission	David Tomaino Senior Program Analyst Administrative Services Dept. San Diego Housing Commission 1122 Broadway, Suite 300, San Diego, CA 92101 619-578-7537 (o)   619-578-7349 (f) davidt@sdhc.org	Dalece Maxwell Facilities Coordinator Real Estate Department San Diego Housing Commission 1122 Broadway, Suite 300, San Diego, CA 92101 (619) 578-7483 (o) dalececec@sdhc.org
Escondido Unified School District	Francis Spoonemore Director Maintenance & Operations Escondido Union School District f Spoonemore@eusd.org 760-432-2421 ext 211	Julie Collins Procurement Contracting Officer Escondido Union School District P 760-432-2323 F 760-743-2464 jcollins@eusd.org

## Other

City of Santee  
City of El Cajon  
City of San Marcos  
San Diego Naval Base  
University of California in San Diego (UCSD)  
Pacira pharmaceuticals  
Ferring pharmaceuticals  
Walmart  
Best Buy



## FURTHER REFERENCES MAY BE PROVIDED UPON REQUEST

Thank you for your confidence in AllState Security Services. On behalf of the entire company, we can tell you that we are motivated by the opportunity that you give us to help you succeed and secure your operation. Delivering results that exceed your expectations is our top priority.

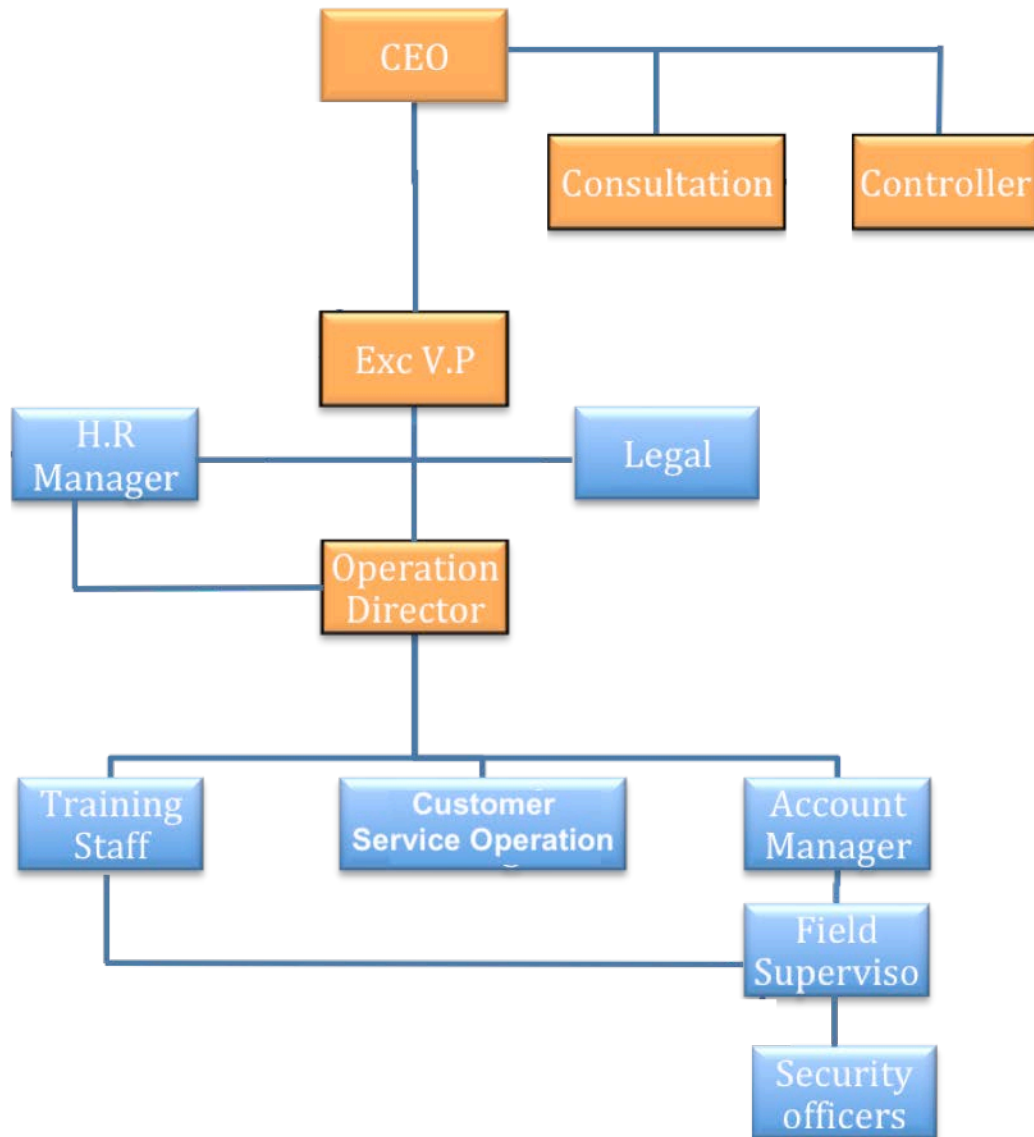
Over the years, we have remained dedicated to developing our people, strengthening our capabilities, and building trusting relationships with our clients and partners across San Diego. We also pride ourselves on providing superior talent to deliver high-quality protection aligned with the security objectives of our clients.

If there is anything that we can do to improve our service to you, I will listen. Please do not hesitate to contact me.

Joe Faltas  
Sales Director  
(760) 583-7803



## B.2 Organization Chart



Operation Director – Orient security officers on appropriate company rules and procedures; enforce security protocols, policies, and procedures.

Account Manager – Maintain and manage the account, ensure complete customer satisfaction; communicate with client on all security issues regularly, stay within compliance with required performance and deliverables around the clock.

H.R. Manager – Attract, motivate, and retain the most qualified security officers; Manage and handle employee-related services, regulatory compliance, and employee relations.

Customer Service Operation - Implement call center operational strategy, maintain and measure operational productivity and quality of service, monitors the performance of the phone staff and work directory with specific customers.

Field Supervisor – Ensuring proper employee performance as per company and client policies and procedures, counseling and training of employees and scheduling officers.

Security Officer – Secures premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, and access points; permitting entry as required.

**B.2.1**

**CEO**

Professional Biography  
Curtis E. Jones, ILO

Curtis is a dedicated Security Professional with over 30 years of federal and local law enforcement experience combined with corporate physical security, life safety/planning/mitigation and management.

Curtis is best known as a hands-on professional with proven business, research and analytical abilities that is exceptionally skilled at building effective, productive, business-working relationships amongst all levels of management allowing for cross functional organizational responses and information sharing to meet organizational objectives.

Curtis strives and maintains his professional track record of success in handling people and problems while deploying strategic, tactical and diplomatic acumen combined with a broad based knowledge of strategic security planning, development, investigations, counter and anti-terrorism mitigation, and situational analysis.

Best described by his peers, Curtis is a tactical and strategic Security planner with architecture and use of systems integrations (access control and alarm management systems, incident response management systems, dispatch systems, CCTV systems). Incident management application, mass notifications and life safety - risk management leadership skills with business continuity experience.

**C.P.P. candidate (2016)**

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**CORE COMPETENCIES**

*Homeland Security Practices – Executive leadership - Emergency Management - Innovative Management Strategy Planner – Critical Partnership Building and Development - Corporate Security - Business Continuity - Anti-terrorism - Critical Infrastructure Protection - Physical Security - Non-Lethal Weapons Deployment and Instruction - Public Speaking - Critical Thinking - Complex Problem Solving - Stress Management – Leadership – Policy Maker*

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**PROFESSIONAL HIGHLIGHTS**

- **2016 - President/Emeritus**, Infragard San Diego CA. an FBI 501(c)3 Org
- **2016 – Executive Board Member**, Infragard an FBI 501(c)3 Org ,**Strategic Partnerships, Sector Chief – Faith Based**
- **2016 – Participant**, San Diego Joint Counterterrorism Awareness Workshop, City of San Diego
- **2015 Speaker** Law Enforcement Intelligence Association (Issues in Protecting Places of Worship), (Los Angeles CA)
- **2015 Keynote Speaker** (Emergency Planning in the Face of Domestic Terrorism), American Society Safety Engineers (ASSE)
- **2014 - 2016 President/CEO**, (Elected), San Diego CA. Infragard an FBI 501(c)3 Org
  - **Conferences – Symposiums – Meetings – Activities**
    - Information Sharing Conference (FBI, DHS,SDPD,SDLECC,SDFD, other emergency response organizations)
    - Ebola Outbreak City of San Diego Response (Dept. of Health)
    - Cyber 2025 – a futuristic look at the cyber war (FBI,SDLECC, DHS, Private Sector)
    - Drones – a discussion on mitigation (FBI, SDLECC, Private Sector)
    - Two Day City Wide Table Top ( Black out), (City of San Diego –EOC, SDLECC, FBI, Private Sector)
    - ISIS vetted briefings (FBI, SDLECC)
    - Vetted current terrorist/active shooter briefings (FBI SDLECC)
    - Infragard conference Washington DC (FBI)
    - 10 years protecting San Diego Diner, Sea world – chapter recipient San Diego City Counsel Award for Service

Professional Biography  
Curtis E. Jones, ILO

- **2010 Elected** to Executive Board of Directors Infragard - San Diego Chapter - FBI 501(c)3 Org
  - **Chair** – Social Critical Sector Issues Conference on Social Media & Public Safety (FBI/ DHS/ Infragard)
  - **Planning Committee Member** - Law Enforcement Active Shooter Conference (SDPD, FBI, DHS)
- **Speaker** Active shooter Program in conjunction with FBI and DHS
- **Speaker** (Protecting Places of Worship), FBI field office Los Angeles
- **Speaker** (Physical Security), FBI Sector Chiefs training, MCAS San Diego
- **Committee member** Operation Medusa (FBI, DHS), combined table top exercise
- **Authored** implemented Life Safety Policies and Procedures Javits Convention Center, NY
- **Authored** implemented security plan within DOD standards Potomac Towers, Rosslyn VA
- **2010 Established** a security consultant service for places of worship (7 Crowns Security Consultants Inc.), [www.7crns.com](http://www.7crns.com)
- **Former Member**, California State legislature State Security Counsel
- **Former Gang Intervention Coordinator** (10 Point Program), City of San Diego
- **Former Co-Chair** San Diego County District Attorney's Advisory Counsel

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**PROFESSIONAL MEMBERSHIPS / AFFILIATIONS**

- **Executive Board Member (elected)**, InfraGard - San Diego Chapter – **An FBI 501(c) 3 Org.**
- **Member** California State University San Marcos - Advisory Council - Program Development for Business Emergency Preparedness Planning
- **Member** San Diego Police Law Enforcement and Private Security Council (LEAPS)
- **Member** National Domestic Preparedness Coalition
- **Member** Biotech Strategic Security Council – La Jolla California
- **Member** San Diego Community Emergency Response Team (CERT), Battalion:2 - North City
- **Member** American Society Industrial Security – San Diego Chapter
- **Member** San Diego Organized retail Crime Alliance (SDPD)
- **Member** Sorrento Valley Consortium (Qualcomm)

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**HONORS/CITATIONS**

- 10 years protecting San Diego – chapter recipient San Diego City Counsel Award for Service
- Recipient America Society Industrial Security (ASIS), Security Professional Award
- Combined Certificate of Appreciation (FBI, DHS, RTTAC, Infragard), for participation in operation MUDUSA – Anti- Terrorism Tabletop and Recognition of Service
- Certificate of Recognition – San Diego County District Attorney (Co-Chair District Attorney Advisory Council)
- Honor/citation - 78th District, California State Legislature (participation with Ca. State Security Council)
- Numerous medals and citations- United States Army - Military Police Corps

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**PROFESSIONAL EXPERIENCE**

**2014 – 2016**, As President/CEO of the San Diego Chapter of Infragard Curtis Managed and lead over 1000 members of a 501(c)3 organization in partnership with San Diego's FBI Field Office and the Department of Homeland Security.

Maintained developed information sharing partnerships with private and public sector partners including local, state and federal law enforcement and military agencies. Provide Leadership to the Executive Board of Directors and Critical Infrastructure Sector Chiefs.

Organized the San Diego InfraGard Chapter to effectively contribute in the protection of the San Diego region's critical infrastructure and key resources; to include support of the San Diego Law Enforcement Coordination Center (San Diego's DHS fusion center) as the private sector partner.

Professional Biography  
Curtis E. Jones, ILO

In January of 2016 Curtis entered into **Emeritus** status and remains an active member of the Executive Board of Directors having shared under tasking's as Sector Chief – Faith Based and serving in the critical partnership development for the chapter.

**Over the past 10 years Curtis developed and implemented security programs allowing for the protection of proprietary/intellectual property. Curtis current activities include:**

- **AllState Security Services** Providing training and programs to corporate security teams, and to laymen tasked with providing security for places of worship is a love that has driven Curtis to establish 7 Crowns Security Consultants Inc. Deploying training concepts incorporating both national standards from (DHS, FEMA, ASIS), federal and local law enforcement practices in assessments and mitigating risks to places of worship and corporate America from fortune 500 based to non-profits. Current client activities include:
  - Security Program development and oversight for Pacira Pharmaceuticals a 2 billion dollar company 2014 – Present
  - Security Program development and oversight for Ardea Pharmaceuticals a subsidiary of AstraZeneca Pharmaceuticals 2014 – Present
  - BioMed Reality
  - Collaborative Business partnership in providing protection services:
    - Consultant University California San Diego (UCSD) campus security program - In conjunction with AllState Security Inc.
    - Consultant Birch Aquarium – In conjunction with AllState Security
    - Blush Restaurant - In conjunction with AllState Security Services
    - 1-800 Flowers (Formerly Provide E-commerce), in conjunction with SMS Security Services
- **2010 – 2015**, Security Program oversight and management for the 140 billion AstraZeneca acquisition of Amylin Pharmaceuticals from Bristol Meyers Squibb Inc.
- Security Program development and oversight management of the 40 billion dollar Bristol Meyers Squibb acquisition of Amylin Pharmaceuticals
- **2007 – 2010** - Security Program development and management of the day to day operations of the Amylin campus encompassing 2300 employees, vivarium and Ohio manufacturing plant. Planned and coordinated security operations for the one day reduction of employees, and oversaw the security operations for the decommissioning of the San Diego campus La Jolla California

**PAST LAW ENFORCEMENT AND SECURITY EXPERIENCE:**

- **Internal Security Team Member Department of Justice** – Washington DC (Special Deputy US Marshal), other duties as assigned.
- **Fire Management Security Control Manager**, developed and incorporated the Fire Management Security Operational Program and approved NYFD Fire Response Protocol Procedures Manual for the Javits Convention Center New York Javits Convention Center NY,
- **Chief of Security** – Post 911 2001-2002, 101 Hudson Street Association Wholly responsible for the protection of life and the property for the largest office building in Jersey City, N.J. housing Merrell Lynch Inc., Lehman Brothers, Prebone Yanmane and Price Waterhouse Cooper. Developed interim post Sept 11, Anti-Terrorist Security plans incorporating all contracted security companies (5), tasked with providing physical security of the building.
- **West Coast District Manager** 2005-2007 RAV Security & Investigations a New York Based Corporation, Responsible for daily monitoring, oversight, and implementation of the developed security plans per various trade show venues. Develop and implement Security plans for various trade shows with attendance of over **50k per event** at Moscone Convention Center San Francisco. Supervise staff and manage the day-to-day security operations of approximately 120 officers and site managers at various locations throughout San Francisco, Oakland California, Los Angeles and San Diego, Ca.
- **Security Administrator**, World Financial Center NY
- **Honorably discharged** from the US Army where he served 6 years of active duty as a Military Police and member of the Criminal Investigation Division (CID) - Drug Suppression Team Europe.

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## COMMUNITY INVOLVEMENT

### **Director Community Relations & Project Management - St. Stephens Cathedral 2002- 2007**

Served at the discretions of the presiding Bishop on community matters requiring appearances, challenges and wrote community responses to the San Diego City Council, San Diego Development Corporation and Office of the Mayor. Additionally:

- Special Assistant for Business and Project Management to Bishop and General Board Member.
- Conduct business and financial analyst. Provide broad –based strategies on various business topics.
- provided critical issues/crisis management and resolutions.
- Developed and oversaw Office of Project Management for an \$8,000.000, 60-unit senior citizen housing construction projects.
- Oversaw the implementation and administration of a \$500.000 California state funded community employment program.
- Co-Chair San Diego County District Attorney’s Advisory Committee
- Gang Intervention Coordinator (10 Point Program), City of San Diego
- Member, California State legislature State Security Counsel

## PROFESSIONAL DEVELOPMENT

- **Certified Protection Professional** Course (C.P.P.), Western University, **Certification Candidate 2016**
- **University of Maryland** (Coursera), Understanding The Terrorist Threat
- **Infrastructure Liaison Officer** Course, San Diego Sheriff’s Law Enforcement Coordination Center
- **Graduate Federal Bureau of Investigation Citizen Academy** – Class 5-2011
- **Graduate San Diego Fire Department (CERT)**, Academy Class # 20
- **Federal law Enforcement & Physical Security** – US Marshal Services - Department of Justice, DC – *served as Special Deputy US Marshal 8 years*
- **US Army Military Police Academy & Additional training**
  - Military Police Course – *Military police active duty 6 years*
  - Advanced Criminal Investigations Course (MPI)
  - Drug Suppression Investigations - Intervention
  - Traffic Investigations
- **Law Enforcement Security Training**
  - **Public Information Officer L1** - California Emergency Management Agency
  - **Emergency Planning (G235)** – California Emergency Management Agency
  - **Rapid Assessment Workshop (G557)** – California Emergency Management Agency
  - **Homeland Security Exercise & Evaluation Program** Course (HSEEP) – California Emergency Management Agency (CA-002-COMM) 2013
  - **Human Factors – Threat & Error Management** – Riverside County Sheriff’s office (Post control # 1095-1080)
  - **Human Factors – Force Encounters** Analysis, understanding human performance during critical incidents (Post control # 1095-22419)
  - **Professional Security Management** – John Jay College, NYC
  - **Civil Claims Investigations & Security** – SCI, NYC
  - **Community Emergency Response**
  - **Tactical Security for High Risk Facilities**
  - **Tactical Bike Patrol**
  - **Workplace Violence Risks and Mitigation** – Ogletree/Deakins
  - **Human Factor** – Passive interviewing and Deception Detection – Knowledge Intelligence program

Professional Biography  
Curtis E. Jones, ILO

- **Department Of Homeland Security Training - FEMA**
  - **Advanced Incident Command** – Command and General Staff – Complex Incidents
  - **Special Events Contingency Planning** for Public Safety Agencies
  - Introduction to Exercises IS-00120a.
  - **Incident Command** (ICS 100, 200, 300)
  - **Chemical Security** Awareness Training
  - **Active Shooter** Response
  - **Earthquake Basics** Science Risk and Mitigation
  - **Continuity of Operations** Planning (COOP - 40 hours)
  - **Surveillance Detection** Course for commercial Operators
  - **Protective Measures** Course
  - **Community Emergency Response** Program
  - **Disaster Awareness** And Community Preparedness
- **Life Safety Management Training**
  - **Fire & Safety Management** – Jersey City University, Department of Criminal Justice
  - **High Rise Fire Safety** Managers Course – John Jay College of Criminal Justice - Fire Science Institute
  - **Biotech Security** - Dryden
  - **Hazmat Security Plans** (Title 49 CFR 172.704.800)
  - **Hazardous Waste Operations and Emergency Response** (Hazwoper certification)
- **Security Systems – Applications knowledge/Experience/Architect, Use and deployment**
  - Access Control system administrator Ccure 800/9000 (Siemens Systems)
  - CCTV system administrator Endura (Siemens Systems)
  - HVAC monitoring systems

**Technology Knowledge Training and Experience**

- **Hardware:** Compaq, IBM, Gateway, Dell computer systems, and Laptops, Notebooks, Smart Books. PC System set-up from box to network configurations to include remote access. Modems, CD-ROM, DVD SCSIHD, CD-R Backup Drive, Video and Sound Card.
- **Software:** NT 4.0 Server & Administration; Desktop configurations, PC System administration within an NT environment. Windows 95/98/2000/ME/XP, 7, 10. Windows for Workgroups, Microsoft Projects, Visio, Quark X-Press 4.1, Microsoft Office Advanced Skills (**trainer**), office, (Word, Excel, Access, Outlook, PowerPoint), Lotus Smart Suite, Lotus Notes, Oracle Financials Rel.10.6, 10.7 (GL, AP, AR, PA), Adobe Illustrator. Palm Pilot and Quick Books Pro edition

**Other Relevant Professional Training:**

- Grant writing and Administration.
  - Project Management and Administration.
  - Engineering Administration and Management.
  - Advanced Microsoft Applications. Microsoft NT Server and PC Administration.
  - Real-estate administration & Underwriting.
- **Martial Arts**
    - Wing Chun – (Biu Gee – black/slash - belt) snake crane style (14 years)
    - Un-armed self defense instructor (AED, Washington DC)



## **B.2.2**

### **Executive V.P.**

## Joseph Faltaous, MBA

11490 Edgewood Place

San Diego, CA 92131

[mailjoef@gmail.com](mailto:mailjoef@gmail.com)

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### EXPERIENCE

#### *AllState Security Service, Inc.*

*2014-present*

##### Sales Director and Co Founder Contributions:

Sales and Marketing	Developed marketing campaign
Forecast and Strategy	Developed sales tracking and bonus structure
Hired and trained Employees	Executed very successful business plan

##### CEO and Co-Founder:

- **Implementing sales strategies and marketing plan**  
>Create and structured sales and marketing
- **Develop national business plan**  
>Developed plan based on forecasted growth and availability of resources
- **Sales Skills Coordination and training of sales representatives 8 in total**  
>Used tools focusing on increased productivity
- **Product knowledge and Education**  
>managed R and D
- **Business Analyst**  
>Analyzed and effectively communicated sales results and reports to the BOD
- **Meeting presentations**  
>Including business analysis, product update, new product launch marketing information system

#### *Jellybean Entertainment, Inc.*

*2011-present*

##### CEO / Co Founder Contributions:

Sales and Marketing	Developed marketing campaign
Forecast and Strategy	Developed sales tracking and bonus structure
Hired and trained Employees	Executed very successful business plan

##### CEO and Co-Founder:

- **Implementing sales strategies and marketing plan**  
>Create and structured sales and marketing
- **Develop national business plan**  
>Developed plan based on forecasted growth and availability of resources
- **Sales Skills Coordination and training of sales representatives 8 in total**  
>Used tools focusing on increased productivity
- **Product knowledge and Education**  
>managed R and D
- **Business Analyst**  
>Analyzed and effectively communicated sales results and reports to the BOD
- **Meeting presentations**  
>Including business analysis, product update, new product launch marketing information system

#### *Royal Talk Telcomm*

*2006-2010(sold)*

##### CEO / Co Founder Contributions:

Increased sales by 700%	Developed national marketing campaign
Meet all bi-annual forecast	Developed sales tracking and bonus structure
Hired and trained new sales reps	Coordinated very successful sales plan

##### District/Regional/National Contributions:

- **Implementing sales strategies and marketing plan**

- >Increased total sales by 700% in 24months
- **Develop national business plan**
  - >Developed plan based on forecasted growth and availability of resources
- **Sales Skills Coordination and training of sales representatives 8 in total**
  - >Used tools focusing on increased productivity
- **Product knowledge and Education**
  - >Updated all new product information to Key Opinion Leaders
- **Business Analyst**
  - >Analyzed and effectively communicated sales results and reports to the BOD
- **Meeting presentations**
  - >Including business analysis, product update, new product launch marketing information

***JOHNSON and JOHNSON: Professional Sales Rep/District Manager 2002-2006***

**Territory Sales Results: (Based on 250 territory)**

2003 Ranked 10 in the Nation	2004 Ranked 14 in the Nation
2003 Ranked 2 in the Region	2004 Ranked 2 in the Region
2003 Ranked 1 in the District	2004 Ranked 1 in the District
2003 Ranked 1 (M-Tab) share in the Nation	2004 Ranked 6 (Risperdal Consta) in the Nation
2003 Ranked 31 (Concerta) share in the Nation	2004 Ranked 1 Sero and Abil Share Gap Region

**District/Regional/National Contributions:**

- **Interim District manger Allentown, PA. 14 Reps**
  - >Increased total sales by 32% in 6 months.
- **President trophy winner**
  - >Preformed exceptionally well and was selected by the CEO as a valued sales performer
- **Sales Skills Coordinator and Advisory Board**
  - >Introduced Integrity Selling™ and the steps needed to sell successfully
- **Product knowledge Coordinator**
  - >Updated the District's product knowledge regarding antipsychotic market place
- **District Business Analyst**
  - >Effectively communicated sales results and reports to the district
- **Initiated N.E. Regional Product Knowledge Conference Call. Lead**
  - >Directed several conference calls with a focus on product knowledge, i.e. side effects, efficacy and “selling the science”
- **Cycle Meeting presentations**
  - >Including district business analysis, Siebel system applications, new product launch, reimbursement launch, Segmentation-TOP and numerous other topics

***Eli Lilly and Company      Senior Sales Representative      2000- 2002***

**Territory Sales Results: (Based on 590 representatives)**

2000 Ranked 3 in the Nation	2001 Ranked 7 in the Nation
2000 Ranked 1 in the Region	2001 Ranked 1 in the Region
2000 Ranked 1 in the District	2001 Ranked 1 in the District
2000 Ranked 17 (Zyprexa) in the Nation	2001 Ranked 3 (Prozac Weekly) in the Nation
2000 Ranked 4 (Prozac) in the Nation*	2001 Ranked 14 (Zyprexa) in the nation

\*= "Turn the Tide Award" Earned by the top 5 Prozac Lead representatives in the Nation

**District/Regional/National Contributions:**

- **District Business Analyst**  
>Effectively communicated sales results and reports to the district
- **District Product Champion**
- **Mentor to 3 Representatives (one currently district manager)**  
>Appointed by DM as advisor on all issues and concerns regarding the job
- **Peer-to Peer coordinator**  
>Coordinated all activities regarding speakers training for the New York City District
- **Regional Bipolar Champion**  
>Responsible for communicating information regarding bipolar treatment to the Region
- **APA Advisory Board**  
>Consulted with brand team about activities and planning for 2001APA

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**EDUCATION:**

**MBA, International Marketing (GPA 3.7/4.0)**  
**New York University, New York, NY**

**Graduate Consulting Project,**  
**Columbia University, New York, NY**

**BA Business Economics,**  
**California State University, San Marcos, CA**

**Sales Training:**

- INDY Sales Training (Eli Lilly and Co)
- Integrity Selling (Johnson and Johnson)
- Harvard Business Review Fundamentals of Selling (Harvard University)
- Applied Research, Inc.--Johnson and Johnson Management Development Program (top 2% of JNJ sales force)

**OTHER SKILLS:**

- Excellent Oral & Written Communication
- Highly Skilled in Negotiation
- Great Public Speaker / Motivator
- Extensive Computer Experience
- Trilingual (Arabic, Spanish & English)

## **B.2.3**

### **H.R. Manager**

**Victoria Lee**  
919 Correa Lane  
Spring Valley CA 91977  
Cell: (210) 391-2501  
E-mail: torilee234@gmail.com

## **OBJECTIVE**

Seeking a position that will benefit from my customer service/ HR management experience, positive interaction skills, and where my 20 years' experience can improve customer satisfaction and profitability.

## **QUALIFICATIONS**

Experienced human resources manager and accomplished trainer with a strong background in training various levels of staff. Conduct new employee orientation to foster positive attitude toward company goals. Manage benefit plans participation, hires, promotions, transfers, performance reviews. Advisor for management with appropriate resolution of employee relations issues. Administer performance review program to ensure effectiveness, compliance, and equity. Excellent verbal and written communication skills, strong customer service skills, easily develop and maintain long term client and staff relationships. Recognized for developing and implementing highly successful training and train-the-trainer programs that improve both company operations and employee morale. Bilingual/ English-Spanish.

## **EXPERIENCE**

All State Security Services San Diego CA., October 2016- Present

### **Human Resources Manager**

Recruit, interview, and on-board applicants. Explanation of benefits. Prepare payroll and manage labor budgets. Handle FMLA, ADA, and Workman's Comp. Develop programs to enhance employee relations and offer employee support to each staff member. Ensure that the new hire orientation process properly introduces new employees to the corporate culture. Deliver compensation and benefit comparison reports to the executive team each month and make recommendations to improve the company's current offerings. Create new ways to measure employee morale and determine methods for improving overall employee satisfaction Act as liaison between the company and outside legal and professional resources to ensure that all employment policies follow current laws and regulations.

Financial Grade/ My Senior Health Plan, San Diego CA, August 2016- October 2016

**Office Manager/ Human Resources Manager (Temp. position).** Organized office procedures and operations. Prepared payroll, interviewed potential new hires, managed on board process, implemented HR policies and procedures, controlled correspondence, designed filing systems, reviewed and approved supply requisition, assigned clerical functions and lead the team for maximum production.

Pegasus Building Services, San Diego, CA, 2015 – June 2016

**District Manager.** Perform building quality assurance inspections and prepare reports detailing required maintenance. Analyze budget and labor and ensure compliance to forecasts. Recruit and hire staff, and conduct training on inspecting and evaluating building condition. Visit clients regularly and develop personal relationships to enable up selling of cleaning and other services. Work closely with outside vendors to provide additional building services. Typically generate additional 25% sales for add-on services. Met all labor and budget goals.

Nordstrom Department Store, San Diego, CA, 2014 – 2015

**Business Manager, Cosmetics.** Manage event scheduling and execution to promote business. Build and develop customer relationships and call for special sales. Work closely with product vendors to order and maintain inventory. Consistently exceeded sales goals.

Caregiver, San Diego, CA, 2012-2014

Cared for family member at home.

Microtel Inn & Suites, Division of Wyndham Worldwide, San Antonio, TX, 2011 – 2012

**General Manager.** Opened three 82 room hotel properties in the San Antonio and Austin area. Recruited staff and conducted staff training in job responsibilities. Managed labor budget and a staff of 15 in housekeeping, front desk, and maintenance. Developed sales, marketing, and advertising campaigns and negotiated hotel rates. Met all budget goals. Selected to open two new hotels based on outstanding performance and achievement of occupancy goals. Trained staff in efficient performance of hotel operations, leading to successfully meeting labor budget goals.

Hilton SA Hotel & Spa, San Antonio, TX, 2009 – 2011

**Human Resources Director/Trainer.** Recruited, screened, hired, trained, and developed employees. Trained managers in delivering training to new department staff. Explained company benefits and enrolled employees. Coordinated workers compensation claims. Ensured compliance with all safety code policies and EEO regulations. Managed payroll and compensation. Coordinated all employee functions and recognition events. Human Resources representative to the Executive Committee.

Nordstrom Department Store, Tyson's Corner, VA and San Antonio, TX, 2002 – 2009

**Interim Human Resources Manager.** Recruited, interviewed, and hired applicants using HRIS system. Researched and documented salary and benefits. Trained new hires, and trained the trainer in individual departments. Prepared payroll and explained employee benefits. Handled FMLA, ADA, and Workmen's Comp. Walked floor and worked closely with department managers to ensure meeting labor budgets. Assisted department managers in conducting employee reviews and trained in preparing accurate and appropriate evaluations.

## **EDUCATION**

BBA, National Autonomous University of Mexico, Mexico City, 1985

## **AWARDS**

"Successful Meetings, Pinnacle Award" by the readers of Successful Meetings Magazine, 1997

## **LICENSES & CERTIFICATIONS**

Certified Train the Trainer, Hilton Hotels  
Certified Meeting Professional (CMP), inactive  
Nordstrom Human Resources certification  
Certified in Tourism and Travel Management

## **COMPUTER SKILLS**

Microsoft Office Suite, Delphi, HRMS, ADP, Oracle, Accurate

## **B.2.4**

# **Operation Director**



# Mark Gindi

9845 Erma Road, Site 207 San Diego, CA 92131

Phone: 858-230-4496 • Fax: 858-726-2680 • E-Mail: mark@allstatesecurityservice.com

## Skills and Qualifications

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- Bachelor Degree
- 7 years management experience in security field Management
- Excellent communication skills, both written and verbal
- Responsible for the successful overall daily operations of the Security operations
- Accordance with established company and clients policies, procedures and objectives
- Ability to engage employees in a fair and direct manner
- Ability to work in a diverse environment
- Directly supervises the Security Account Managers, and indirectly supervises the all Security employees.
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Supervises all activities on company's locations, to ensure that all applicable laws, rules, regulations and controls of the company, OSHA and Gaming Commission are enforced throughout the Company.
- Ad hoc tasks and assignments, as needed

## Experience

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### Allstate Security Services

#### Security Operation Director

2013- Present

San Diego, CA

- Establish and maintain excellent business relationships with the client and support all site locations as needed,
- Ensure availability 24/7 to answer phone/e-mail as required in business communications.
- Act as a business consultant to the client by developing or assisting in the development of security plans and procedures, implementation of post assignments for specified locations.
- Develop and maintain a comprehensive program that includes following designated orders and overall reporting procedures for the designated region and specified site locations.
- Provide immediate and timely response to any problems or concerns proposing viable solutions.
- Maintain a positive work ethic, constantly striving to create efficiencies while increasing effectiveness in business practices for both Whelan and the client.
- Audit methods, procedures, and operations at specified locations to promote a proactive solutions approach.
- Work closely with branch offices involved in the account to ensure locations are receiving the support necessary to remain in compliance with the contract.
- Order supplies, uniforms, and equipment as necessary to support site operations.
- Assist Director and Human Resources in selecting and retaining personnel that will acclimate to the business principles of both Whelan and the client.
- Comply with Federal and State employment laws and all Whelan standards, policies, and reporting procedures.
- Address invoicing issues presented by both the client and the company in a timely fashion.
- Work closely with site Project Managers to develop standardized security procedures.
- Oversee performance measurement tracking program for Region (Truth Report or other).
- Provide performance reporting methods and present data as requested by Director, Whelan Management, or client.
- Identify and report any potential security threats/vulnerabilities to the Director/client as observed.
- Assist in overall company functions as needed.
- Other duties as assigned

# Mark Gindi

9845 Erma Road, Site 207 San Diego, CA 92131

Phone: 858-230-4496 • Fax: 858-726-2680 • E-Mail: mark@allstatesecurityservice.com

All Nation Security Services

Security Account Manager

2011-2013

Los Angeles, CA

- Recruit, orient, and train security personnel on appropriate security rules and procedures
- Develop and enforce security protocols, policies, and procedures necessary for safeguarding lives
- Prepare and control the budget for security operations to ensure delivery of high quality security services
- Oversee the coordination of staff during an emergency situation
- Assign guard duties to security personnel to ensure effective distribution of workload
- Keep track of incidents in order to evaluate them and recommend a course of action
- Schedule shift patrol to ensure a building/property is guarded at all times
- Implement safety and health policies and procedures to protect employees against workplace hazard
- Develop and manage the processes for securing classified and sensitive information
- Set up key controls on company equipment and facility to limit access to restricted property
- Order the supply of security tools and equipment required in carrying out security operations
- Prepare and present reports of incidents and ways to limit reoccurrence
- Liaise with public law enforcement agencies and fire department
- Oversee the planning and coordination of security operations during high-risk events.

## Education

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Ain Shames university

2002-2007

BA in Computer Engineer

## Technical Skills

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- Proficient in MS Office Suite (Word, Excel, Outlook, PowerPoint).
- Payroll system (QuickBooks)
- Reporting (GardTek)
- Benchmarking
- Budget Planning
- Performance Review
- Project Planning
- Quality Assurance
- Quality Control
- Scheduling (when I Work)
- Task Delegation
- Task Management

## **B.2.5**

# **Account Manager**

# YUSUF INAYAT

5595 Lindo Paseo Ste 1106 . San Diego, CA 92115. 858-336-9400 . Yusuf.Inayat@gmail.com

## SUMMARY OF QUALIFICATIONS

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- Working knowledge of state and federal regulatory standards.
- Extensive experience reviewing and editing documents for accuracy and consistency.
- Effective problem solver with strong verbal and written communication skills.
- Able to establish and maintain positive working relationships.
- Liaison background in collaborating and coordinating activities with other departments.
- Efficient multitasker with an eye for detail & eager to learn and Grow with each challenge.
- Distinguished background in administrative, supervisory and customer service roles.

## WORK EXPERIENCE

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### Allstate Security

Operations & Scheduling Manager                      2015 - Present                      San Diego, CA

- Created and maintained work schedules for all current and new employees.
- Devised and implemented specific training programs for current and new employees.
- Reduced errors by meticulously reviewing documents for accuracy and consistency.
- Handled multiple high profile projects simultaneously and prioritized according to deadlines.
- Ensured documents met specific requirements in accordance with California law.
- Informed employees about inaccuracies on documents and advised corrective measures.
- Established and maintained positive working relationships with all interacting parties.
- Enforced compliance with state and federal regulatory standards.
- Efficiently managed multiple tasks simultaneously while maintaining accuracy.
- Proficiently resolved issues ranging from communicated effectively orally and in writing.

### California Department of Food and Agriculture (CDFA)

Office Assistant                      2015 - 2016                      Spring Valley, CA

- Proactively minimized errors by reviewing survey data for accuracy prior to submission.
- Informed co-workers of inaccuracies on documents and suggested corrective measures.
- Collaborated with internal staff to ensure documents were accurately submitted on time.
- Established and maintained positive working relationships with all interacting parties.
- Promoted from surveyor to office assistant within three months of employment.

### Casa Loma College

Student                      2013 - 2015                      Anaheim, CA

- Collaborated with other students to prepare assignments, presentations, and group projects.
- Meticulously reviewed and edited reports for accuracy and consistency prior to final submission.
- Effectively communicated with instructors, faculty, and students orally and in writing regularly.

- Established and maintained positive relationships with students and faculty.
- Reviewed information on reports for accuracy and proactively worked to minimize future errors.

### **Systems Management Services**

Supervisor

2009 - 2013

San Diego, CA

- Reduced errors by meticulously reviewing employee documents for accuracy and consistency.
- Informed employees about inaccuracies on documents and advised corrective measures.
- Tactfully enforced compliance with state and federal regulatory standards.
- Established and maintained positive working relationships with all interacting parties.
- Assisted in streamlining operational procedures to increase employee efficiency & accountability.
- Promoted to supervisor within six months of employment.

### **EDUCATION**

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- AS in Magnetic Resonance Imaging, 2015. GPA: 3.5.
- BA in Public Administration, San Diego State University, 2007 - graduated with honors.

### **TECHNICAL SKILLS**

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- Proficient in MS Office Suite (Word, Excel, Outlook, PowerPoint).
- Type 45 WPM.

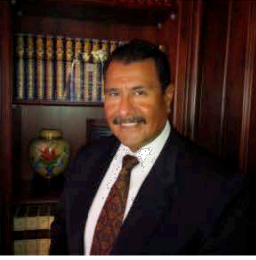
### **REFERENCES**

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- Available upon request

## **B.2.6**

# **Training Manager**



# **Manuel Blanco**

## **Senior Instructor**

Manuel Blanco is currently the Senior Instructor for Paladin Solutions; a California Bureau of Security and Investigative Services training facility. He attended Rancho Santiago College studying Criminal Justice. He attended the Orange County Sheriffs Reserve Academy and earned his 832 PC Certificate. Mr. Blanco is an NRA Law Enforcement Handgun and Shotgun Instructor along with being a Baton Instructor through the Monadnock Police Training Council.

Mr. Blanco is a former member of the Anaheim Resort Safety and Security Committee. He has consulted and collaborated with multiple security entities to provide a stronger relationship amongst security peers.

Mr. Blanco has experience working with the Jewish Community of Orange County. This has allowed him to work closely with Israeli Dignitaries and Protection Details. He has been on point as liaison between the visiting Protection Details and local law enforcement.

Mr. Blanco has extensive training in the use of firearms, arrest control techniques; self-defense, Drug Recognition, Prison Gang Activity, and BSIS required training. He was a civilian instructor/controller for the USMC in their Mojave Viper program.

Manuel Blanco has been working in the private sector since 1988. Within those years, he has worked in many areas of the security field. Uniformed Security, he worked standing and patrol accounts. These included patrolling high risk areas affected by street gang activity, illegal drug sales and prostitution. Plain Clothes, he worked Executive Protection, Corporate Security, Loss Prevention and Robbery Suppression. He also coordinated Special Events and Entertainment venue security details.

Mr. Blanco continues to train and work specialized security details. He is currently working on his CPP Certification through ASIS.

## **B.2.7**

# **Customer Service Manager**



# Jennifer A. Jackson

4041 Oakcrest Dr San Diego Ca.92105

Phone:1.619.756.5661

E-mail: jajs.7490@gmail.com

## Objectives

To obtain a job that utilizes my experience as well as teaches me other useful skills. I believe this job will train me to be a diverse worker in customer service, and business management. At this time I am not sure what path I will take to achieve my goal. I'm a quick learner and I adjust to my surroundings. I love to work with computers and I am a people person. I plan to finish college with a degree in business. Please inform me if a letter of recommendation is needed.

## Education

Je Boutique college of beauty

- make up license

Helix High School (2008)

diploma

## Experience

Allstate Security Services  
Customer Service Manager  
2016- Present

## Job Duties

- Patrol area (depending on site use wand)
- Make sure site is not disturbed
- Parking violations
- Write reports
- Greetings everyone
- Observe and Report

(2015-2016)

ASH-American Specialty Health

Temp agency- Medical Professionals

Temp manager - Kyle Bramwell

Email- [kbramwell@medicalprofessionals.com](mailto:kbramwell@medicalprofessionals.com)

Phone : 858-875-135

Job Duties-

- answering phones
- returning calls for unresolved logs
- providing quality customer service
- documenting calls
- collecting payments
- answering emails
- staying updated with Hippa laws
- ASh website,FMS,The Flash

(2014-2015)

Dan Levy Construction

Office Manager

Manager / Karen Spencer

Phone: 1-619-284-9227

Email: [Info@danlevyconstruction.com](mailto:Info@danlevyconstruction.com)

- Answering phones,Scheduling
- Quickbooks, Word, Excel
- Updating Banking
- Sending invoice and proposals
- Running errands
- All Office Duties / responsibilities
- Pay Bills
- Payroll

(2013)

Prime A Wellness

Receptionist/ Personal Assistant

Manager /Jermaine Baines

Phone:805-769-6799

- answering phones
- adding people to Quickbooks
- sending orders to drivers
- running errands

(2013)

Freeway Insurance

Broker

Manager-Sam

Phone:858-272-5180

- answer phones
- customer service
- setting up insurance policies

(2012)

Express Clothing

Sales Associate (Mission Valley)

Manager-Salina

Phone:619-291-1346

- Cashier
- greeting customers
- answering phones
- folding clothes

(2012)

Little Locks

Receptionist (5665 la Jolla Blvd, ca)

Manager-Melanie

Phone:858-551-5161

- Booking apts/ assisting stylist
- Greeting customers & returning clients
- inventory/stocking shelves/ cleaning the store
- Cashier/ took care of store pets

2010-2011

Papa John's (Insider)

Manager-Shawn Cooper (el cajon bvld,91942)

Phone:619-469-7272

- customer service/cashier
- answering phones/ cleaning store
- pizzas/folding boxes
- Make line/ dating product

(07/01/08 – 03/03/09)

Fischbeck & Oberndorfer (La Mesa Ca)

Manager - Ron

Phone :619-464-1200

- customer service/ greeting customers
- answering phones/ setting up the conference room
- runner/delivering files
- filing/cleaning office

Reference

Sandy Borum -family friend-(619)807-2639

Jasmine Soria -co-worker- (619)940-2998

Jermaine Baines -previous employer-(805)769-6799

## B.3 latest Policies and provider

AllState team members worked on Department of Homeland Security (DHS) Community Response to Active Shooter Incident Project, DHS Center for Faith and Opportunity Indicatives; DHS National Protection and Programs; Federal Law Enforcement Training Center; Officer of Counterterrorism and Security Preparedness.

"Active Shooter Incident Project"  
By Allstate Security Services  
Curtis Jones, ILO

### B.3.1 Synopsis:

Develop National Program identifying, security precautions and resources that would be helpful for faith leaders, their house of worship and community prior to an active shooter incident.

- Establish areas for consideration that should be made between law enforcement and faith leaders
- Identify and mitigate gaps expanding and building community engagement prior to an active shooter situation
- Develop multimedia content that promotes pre-incident planning and post-incident considerations from man-made disasters.
- Learn from faith and community leaders and subject matter experts regarding their efforts in protecting the safety and security of houses of worship
- Focus on what is necessary to prepare better and respond to man-made incidents
- Create and Participate in providing The Active Shooter Preparedness Workshops conducted across the San Diego Office of Emergency Management – Emergency Operations Center Business Liaison Team
- The Business Liaison is assigned to the Operational Area (OA) Emergency Operations Center (EOC). The Business Liaison obtains, verifies and disseminates information to the private sector, community groups, and nonprofit organizations regarding the incident.

- The Business Liaison also coordinates, tracks, and documents emergency resources supplied by the Ready San Diego Business Alliance (Business Alliance), others in the private sector, and community groups. The Business Liaison reports to the Liaison Officer.
- Serve as the main point of the contact between the Business Alliance, private sector and the EOC via telephone, email and the Ready San Diego Partner Connection website.
- Work with the Risk Communications Liaison to ensure vetted incident-related information is disseminated to the Risk Communication Partner Relay (outreach to the non-English speaking communities and the homeless)
- Function primarily as information distributor partner Connection for both the Business Community and the Risk Communication Partner Relay.
- Consult with the Information/Intelligence Section Chief and PIO/JIC for approved and authorized information ready for dissemination.

## B.3.2 Coursework Development

Coursework Development  
By Allstate Security Services  
Curtis Jones, ILO

AllState team members developed framework as an adjunct with FEMA National Emergency Management Advanced Academy. The Academy reinforces the qualities needed to lead emergency management programs, provides relevant management theories and concepts, and utilizes appropriate case studies. Advanced Academy participants work within a collaborative environment on projects and establish a network of peers. Work within a collaborative environment on projects and establish a network of peers. Provide skills critical to performing emergency management responsibilities, such as: program management and oversight, effective communication at all levels, integrated collaboration, and strategic thinking.

FBI – Infrared National Members Alliance – Security Counsel Places of Worship Develop the National Template (currently under development with DHS Office of Faith Based and Community Relationships), for Mitigating and Protection of Places of Worship. Assist each chapter with establishing a Faith Based Sector Program and associated activities. Provide conference/seminar training, sector development support and assistance using the

### B.3.3 ISC West trade shows

AllState executive team presented the following report at ISC West April 2018. This is largest security industry trade show in the U.S. At ISC West, was attended by over 30,000 security professionals through New Products & Technologies encompassing everything from access control to unmanned vehicles from over 1,000 Exhibitors & Brands.

"The White Paper"  
By Allstate Security Service  
Joe Faltas, Executive VP

### NOTES:

To place **maximum emphasis on our uniformed personnel**. Our most important resource to keep the profit motive of our free enterprise system in harmony with the needs of our people, and when necessary, to err in favor of human considerations rather than monetary ones:

- Maintain a company reputation in the security industry for quality and value, People Talk.
- Use technology, this is one of the strongest value-added benefits of our Services. AllState continues to invest in the future to keep our company in the forefront of technology. This investment will pay dividends to our clients and allows our personnel to improve performance.
- AllState takes care of our most important resource, our uniformed Security officers. Starts with job description, hiring, training, supervising, and managing our security officers.
- The longevity of our senior and middle management personnel is something to talk about. We find that other security suppliers who continually shuffle management at the highest levels lose sight of their business objectives. Hire local and promote from within, continued success requires developing people and rewarding their achievements.
- Growth is a result of our commitment for service by your employees. Many of our new clients are a direct result of referrals from existing clients who simply "love their guard."
- Our success is a direct result of our employees. When we do an excellent job of managing people. Our corporate culture of success becomes part of our company philosophy. "AllState is a great company to work for" you have to ask our officers and even our clients.





# A VETERAN WITH A VISION

Retired Navy veteran strives to be a successful business owner, ready to give back

by Robyn M. Feller



Marlon Blue, founder and owner of BSE Security Service and BSE Professional Services, located in Santee, California.



Owner Marlon Blue of BSE Security Service and BSE Professional Services, outside of his storefront in Santee, California.

**M**arlon Blue is a man with a mission. The founder and owner of Santee-based *BSE Security Service Inc.*, as well as its sister company, *BSE Professional Services*, has a very definite goal clear in his sights: to acquire enough funds to build a home for veterans.

BSE is a Service-Disabled Veteran-Owned Small Business (SDVOSB), as well as being 100% Veteran DBE/ACDBE/DVBE and SB. Marlon, who is the sole proprietor, brings 20 years of Navy experience (he is now retired from the Navy), and 10 years of experience in personal protection, private patrol and surveillance, with an emphasis in security.

## EXPERT SECURITY AND PROFESSIONAL CLEANING SERVICES

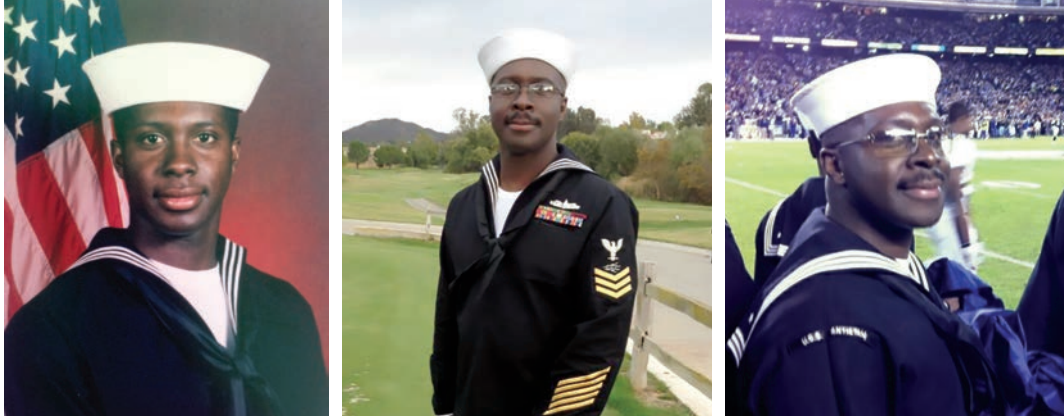
The BSE Security Service branch of the business provides stellar security services and exemplary customer

service. From hotels, airports and construction sites to high-rise buildings, apartment complexes, car dealerships and special events, BSE can outfit a company with the right employees, including armed and unarmed security patrol, and equipment to suit specific security needs. Marlon proudly notes that BSE is the first veteran-owned business that has a dual contract at San Diego International Airport.

Marlon hires and train veterans, one veteran at a time. BSE's risk management team is comprised of individuals with diverse backgrounds. These individuals include former state and federal law enforcement officials; attorneys who are well versed in both civil and criminal proceedings; and leaders from the business community.

The BSE Professional Services piece of the business mainly focuses on high-quality cleaning services for a range of commercial properties, such

PHOTOS COURTESY OF GABRIEL HERNANDEZ PHOTOGRAPHY (TOP LEFT); BSE SECURITY SERVICE (BOTTOM LEFT)



Marlon Blue proudly served in the U.S. Navy for 20 years. Now retired from the Navy, he is committed to helping other veterans. Pictured here, left to right: boot camp training, last pay grade and attending a recent San Diego Chargers game.

as banks, apartment complexes and any type of small business that needs their office space cleaned out.

### REACHING OUT TO VETERANS AND COMMUNITY

To ensure a solid, trained staff—and with the added goal of helping veterans—Marlon works with such entities as Interfaith, Veterans Village of San Diego (VVSD) and Goodwill. He also has a partnership with San Diego Job Corps to help young people complete security training or cleaning/hospitality training to help them start a career. “I talk to other veterans to show them there’s more than one way to start your own business,” he says. Over the three-year timeframe he has been in business, Marlon has hired more than 40 employees.

Additionally, for the past two years, Marlon has been volunteering with Military Outreach Ministries (MOM) to deliver food to low-income area families.



Marlon Blue has devoted time over the past two years volunteering with Military Outreach Ministries, delivering food to low-income families.

### BEST SERVICE EVER

While BSE technically stands for “Blue Sky Enterprise,” Marlon quips that what it really stands for is “Best Service Ever.” And that’s exactly what he is going for. He credits BSE’s fast response time and excellent customer service for his ongoing success.

### NO PLACE LIKE HOME

As for his goal, he is committed to making it a reality. He says, “My ultimate dream and aspiration as a small business owner is to build this veterans home and be able to have veterans from all walks of life come together and be able to have a place to meet and talk and come to have a conversation.”



**(619) 368-3119**

**www.bsesecurityservice.com**  
**www.bseprofessionalservices.com**

PHOTOS COURTESY OF MARLON BLUE/BSE SECURITY SERVICE

## B.3.5 Allstate New Policies

ALLSTATE SECURITY HAS RECENTLY ADOPTED THE FOLLOWING NEW POLICIES AND PRACTICES TO ENSURE ITS COMPLIANCE AND THE COMPLIANCE OF ITS OFFICERS WITH THE FOLLOWING PROVISIONS:

### 2018 Amendments Compliance with Rules and Regulations

Allstate Security is to ensure that Officers are familiar with:

- California laws and local ordinances appropriate to their assignment
- Center Post Orders.
- The policies and procedures of the site to which they are assigned, Including changes and amendments to same.
- Center bulletins and memoranda pertaining to their duty assignment.
- The security record-keeping system of the site to which they are Assigned.

#### 1. Officer Requirements

- Officers must have ability to communicate well in English; verbally and Written.
- Officers must have a current driver's license.
- Officers shall be employees of Allstate Security.
- Allstate Security shall provide proof of verification of licensing in compliance with local and state law.
- Allstate Security shall provide proof of adequate screening process of Officers to ensure that no Officer has a criminal record of any kind.
- Allstate Security to provide professional uniformed person. Center shall approve uniform of Officers.

#### 2. Reporting for Duty

- Officer's report for duty at the place and time assigned, appropriately uniformed and equipped as specified for their post.
- Officers do not consume alcoholic beverages or drugs before coming on duty or while on duty.
- Officers are fully prepared to assume their duties at the time their watch is scheduled to begin; that is, they shall be properly attired, equipped and informed of special conditions, incidents or circumstances affecting their assignment before the time their shift is designated to begin.

### 3. Safety Services and General Shift Duties:

- Officers report all incidents, unusual persons, activities and problems to the proper authorities.
- Officers provide visible patrol on Center property, which acts as a deterrent for potential criminal or undesirable conduct.
- Officers report any damage, equipment failure or any other items as requested by Center while on duty to the Company Management immediately (i.e., broken door, burnt out light bulbs, vandalism, etc.)
- Officers have a thorough understanding of how to work the fire controls/sprinkler systems.
- Officers have a working knowledge of all Center rules and regulations and to work to enforce compliance with it.

### 4. Confidentiality

- Under no circumstances will Allstate Security or Officers discuss any public safety or any Company/Center related matter, such as auto theft, robbery, rape, high profile incidents, etc. with anyone except Center Management.
- Officer schedules, records, reports and operating manuals are to be treated as strictly confidential. These shall not be removed, nor copies given to any person without the express approval of the Center Property Manager.
- All requests for information from members of the news media shall be referred to Center Property Management.
- Information regarding Center or Allstate Security-site personnel, including but not limited to home phone numbers and addresses, shall not be released to any chain-of-command

### 5. Relationship with Public, Employees, Tenants and Company

- The highest degree of professional appearance and behavior is exhibited by all Officers
- Officers treat all persons equally with respect and courtesy to the extent possible
- All Officers maintain a strictly professional relationship with Company Management, tenants, their employees, patrons and guests. Contacts with such persons shall be:
  - Friendly and courteous
  - Businesslike
  - Of a strictly non-personal nature

## 6. Center Does Not Condone or Will Not Tolerate Any of the Following Conduct by Allstate Security or its Officers.

- Obscene, abusive language and/or spreading damaging rumors.
- Drinking or taking drugs on the job, or reporting to work under the influence of alcohol or drugs, other than those prescribed by a physician which will not impair physical and/or mental functions.
- Theft, unlawful conversion, or the appropriation of property or services for personal use, without the permission of the owner, and without paying for such use, shall be cause for dismissal and regardless of the value of the property or service stolen or converted.
- Disclosure of confidential information.
- Accepting “kickbacks” or any similar inducements from any person doing business with Officers, Company, and tenants. Specified discounts offered to all Center employees are acceptable. Soliciting or accepting gifts or gratuities from any person or company associated with a client-site are strictly prohibited.
- Creating a hazard to Center’s or Tenants’ property or personal property or acting so as to cause or contribute to littering or defacing Center’s or Tenants’ buildings or grounds.
- Unauthorized removal or defacing of notices or signs.
- Smoking in public view or unauthorized areas.
- Failure to report any injury or illness to your supervisor.
- Falsification of reports or records shall likewise be cause for termination of post. Absolutely no untruthful written or verbal statements will be tolerated, including omissions or half-truths, which obscure important facts. Evidence of misstatements or omissions with regard to facts of substantial importance to the Company may be cause for termination of post.

## 7. Reports

1. Allstate Security is to ensure that written reports are prepared for:
  - Actual and suspected crimes.
  - Incident Reports

Any matter, relating to an incident which is “out of the norm” which relates to the safety and security of the Company site, its tenants, employees and customers must be documented in full detail. The following information is to be included in the Incident Report:

- How was the problem found?
- Where and at what time did it take place?
- What was done to remedy the problem?
- Who was involved as participants or witnesses?

All reports of a serious nature i.e. incidents; slip and fall etc. are to be forwarded to Center Management's office immediately. The Center's Emergency Contact notification procedures shall be adhered to for incidents of a serious nature, which occur after business hours or on weekends.

2. It is essential that accurate identification of all participants, witnesses, persons performing or authorizing services, police officers making arrests or taking reports, etc. If they are not, include name, address, phone number and type of identification (driver's license, state id card, etc.) from which you obtained your information. (Note: identify police officers by name and ID number.) Special conditions may play a factor in the incident, such as a wet sidewalk in an accident case, and should be recorded as well. All reports are confidential and should not be shown to or discussed with any unauthorized person. Company Management will review all reports.

## 8. Tenant Emergency Notification Log

Tenant Emergency Notifications are maintained. Allstate Security shall update Tenant Emergency Notifications quarterly. Tenant Emergency Notifications shall be distributed and collected from tenants on a quarterly basis. Tenant Emergency Notifications shall be kept and maintained safely, neatly and in an organized-fashion.

## 9. Accident/Injured Persons

Accidents and injuries commonly known as Slip and fall and or property damage claims will be handled in a concise manner. This type of incident is a major concern of the Center. Allstate Security is to ensure that a thorough on the scene investigation is extremely important, as conditions may change quickly.

A responding Officer must be alert, but sensitive in his or her approach of a slip and fall incident. Officers must be tactful; however an Officer must, to the best of their ability obtain all relevant information and facts. In the case of an accident, the Officer who responds to the location is required to perform as follows:

- Immediately ascertain if the person wishes emergency medical aid. Never wait for the person to have to request it. If the person refuses medical aid, note that in your Slip and fall report (attached).
- Obtain all necessary information from the victim. Log in Daily Activity Report and complete a Slip and Fall Report.
- Never comment on fault or liability for an incident. Never advise of any kind of financial compensation. Advise the subject that this report is being taken for Center record purposes. If person is persistent, give Center Management's name and number.
- If the person appears injured notify 911, and allow the paramedics to provide the medical attention necessary.
- If a person is unconscious or incoherent due to an injury, and is unable to request or deny medical attention, immediately call for emergency medical aid and advise Company Management.
- If the claimant of the accident is a minor and there is no responsible adult at the location, notify 911 at once. If the minor refuses medical attention, the Officer should still request medical aid and have them continue to respond to the location. A request for civil law enforcement authorities, such as the Police, should also be placed. The reason for the law enforcement response is that under some circumstances the minor may be placed in custody of the law enforcement officer.

Under the California Welfare Institutions Code, this will allow that the minor be legally treated by medical personnel, without parental consent.

- Photographs should be taken of the accident area. In some cases, a photograph may reveal a lack of hazard or hazardous conditions. Also, photograph any exhibits that may have contributed to the accident. (Shoes, handbags, dark glasses, etc.)

Note: If a hazardous condition exists, corrections to neutralize situation shall be made. If unable to neutralize, Officer shall isolate area from patrons and summons maintenance via telephone and advise Company Management. Officers shall not leave the area until the area is neutralized.

- It cannot be stressed enough that all available information includes on duty maintenance staff, and names of all Officers be documented. As it is important to obtain information and facts, equally important is the preparation of the report.

10. The Center requirements for access are as follows:

The Center encourages all races, sexes, and religions affiliations to visit. On occasion, there are those who do visit who are of a disruptive and/or of undesirable behavior. Allstate Security is to ensure that its Officers are fully trained on the law regarding this type of behavior.

Persons interested in non-commercial use or commercial use shall be referred to the appropriate store manager or management.



## B.4 Number of Contractor's own employees and subcontractor

Allstate for the Past 7 years has offered trusted armed and unarmed on-site and patrol guard services to a variety of markets including government, schools, military, retail centers, residential communities, commercial sites, industrial buildings, construction sites, hospitality, financial institutions, warehouses, and healthcare.

Allstate provides service throughout San Diego County. Our honor, integrity, vigilance and helpfulness to our clients and employees has earned us the reputation as the best of the best.

Allstate Security Services has over 300 direct employees and is considered as one of the fastest growing security firms in San Diego. We utilize integrated communication methodology in our activity reporting, daily operation, management and billing. Allstate has utilized the most up-to-date technology to ensure efficiency and accuracy in all aspects of the organization.

Allstate Security has been certified as part of SLBE Program that was established to encourage participation of small businesses within the City San Diego procurement opportunities.

Allstate Security Service Industry Affiliations includes but not limited to:

- Better Business Bureau (BBB),
- American Society of Industrial Security (ASIS)
- California Association of Licensed Security Agencies, Guards and Associates (CALSAGA),
- Community Associations Institute (CAI),
- California Apartment Association (CAA),
- International Facility Managers Association (IFMA)
- **Small Local Business Enterprise Certified (SLBE)**

## B.5 Demonstrated Retention

### B.5.1 Our philosophy - Retention and Satisfaction

By: Joe Faltas, MBA

#### Invest in People

Allstate invests in our most valuable asset, our people, by providing them with opportunities to learn new skills and ongoing training. We believe job satisfaction hinges on having the opportunities for career development. Allstate has created an in-house mentoring program and often promote from within whenever possible.

#### Don't Read Between the Lines

Allstate has developed clear job duties, company policies, and the transparent performance metrics for employee evaluation. We also make sure employees have a clear understanding of company policies and site post orders. Field supervisors are trained to provide immediate and ongoing feedback and correct any concerns as soon as it's presented.

#### Benefits Package is Truly Beneficial

Allstate has a very competitive compensation package that includes health insurance, life insurance, dental, PTO and vacation time and family leave. Besides the aforementioned benefits, Allstate is considered one of the highest paying security companies in San Diego. We make it our job to solicit employees' feedback to learn more about how we can truly enhance their lives and wellbeing, and consider allowing for customizable benefits options to account for the different demographics of security officers.

#### Open-Door Culture

We value our team members and their opinion matters tremendously. Guards are encouraged to speak their minds, share their ideas, address conflicts and other grievances, and participate in ongoing company's evolution. Allstate ensures that our managers are committed to open, transparent, and respectful communication, and encourage this behavior in every member of our team. The advantage is a team that trusts senior management and is loyalty to Allstate.

## Respect and Valued

Officers contribute a large percentage of their daily lives to enhancing Allstate bottom line, so it's essential that they feel respected and valued. We make sure employees are treated fairly and that supervisors consistently acknowledges team members for a job well done and for the effort they put into their work (even simple things like properly worn uniform or well-polished shoes can be pointed out in a field inspection) Sometimes it's a simple "thank you" is a good first step, however we do provide greater rewards in the form of bonuses, raises, promotions, paid time off, and gifts depending on the situation.

## Work-life balance

Allstate is mindful of overburdening our officers, it may seem that this job does not require much thinking, but nothing can be further from the truth. Officers will have the desire to stick around longer and remain loyal if they aren't constantly overworked. Thus, it's essential to ensure that no member is being asked to do more than their share. Allstate encourages team members to prioritize workloads and work-life balance. We even make sure supervisors and management are modeling these behaviors so the officers feel comfortable doing the same. Organizational psychology research studies suggest that working less, which typically equates to stressing out less, can actually result in even greater productivity, and we believe that too.

## Serious About Security

Allstate knows the importance of providing team members with varied tasks, stimulating assignments, and opportunities to make a real difference at the company, in the industry and in their career. Ongoing training programs, product knowledge, skills improvement coursework and shared learning between coworkers can all help provide employees with a sense of meaning on the job.

## You Really Like Us!

Like all other companies we do conduct exit interview, but over the years we have also adopted a policy to understand why employees choose to stay. We have ongoing sessions to solicit officer's insights into what compels them to remain at Allstate. This helps us identify the policies that are truly contributing to our retention strategy and for learning if there's any room for Allstate to improve. This feedback has allowed us to shape our internal policies.

## B.5.2 Allstate Retention Risk Matrix

	Low Impact of Turnover	High Impact of Turnover
Low Likelihood of Departure	1	2
High Likelihood of Departure	3	4

1. Low Likelihood/Low Impact – low to medium performing officer with skills/knowledge that can be relatively easy to replace.
2. Low Likelihood/High Impact – Officers with unique skills or a wealth of knowledge about the site, who provide stability, are not looking to advance their career outside of Allstate.
3. High Likelihood/Low Impact – Officers who want to advance their careers and will need to go outside of Allstate but have skills/knowledge that can be relatively easy to replace.
4. High Likelihood/High Impact – Officers with unique skills or a wealth of knowledge who are top performers. In addition, these officers may also demonstrate the ability to move into supervisor positions with Allstate.

## B.5.3 Retention of staff in comparable facility as RFP

### Example number 1:

Site Name: City of San Diego

About: San Diego is a city on the Pacific coast of California known for its beaches, parks and warm climate. Immense Balboa Park is the site of the renowned San Diego Zoo, as well as numerous art galleries, artist studios, museums and gardens. A deep harbor is home to a large active naval fleet, with the USS Midway, an aircraft-carrier-turned-museum, open to the public.

Address: 202 C St., San Diego, CA 92101

Number of Post: 10 post sties

Number of Allstate Employees: 23

Name	Time with Allstate in years	Risk Matrix Number	Number of Evaluations	Avg. Evaluation Rating 1-10	Compensation level 1 -7	Promotion-able Y - N
Richard Ortega	3	4	10	8.70	6	Y
Hanna Samwail	5	4	14	8.42	5	Y
Bill Trent	2	3	7	8.06	4	N
Jasmine Hanna	3	2	9	8.23	5	N
Michael Porter	3	3	10	8.12	4	N
Jason Major	5	2	13	8.36	5	Y
Anthony Galindo	4	4	12	8.42	5	Y
Keland Wells	3	4	10	8.27	6	Y
Nicholas Cleveland	2	3	7	8.09	4	N
Daniel Norburn	3	2	9	8.11	4	N

Example number 2:

Site Name: Escondido Union School District

About: The Escondido Union School District is a school district that serves the city of Escondido, California. The district serves over 17,000 elementary and middle school students with a student to teacher ratio of 19.6 to 1. The district contains 5 middle schools, 17 elementary schools, and one specialty school.

Address: 2310 Aldergrove Ave, Escondido, CA 92029

Number of Post: 23 post sties

Number of Allstate Employees: 45

Name	Time with Allstate in Yrs.	Risk Matrix Number	Number of Evaluations	Avg. Evaluation Rating 1-10	Compensation level 1 -7	Promotion-able Y - N
Mike Demian	5	4	13	8.35	6	Y
Lucas Carra	3	3	9	8.10	5	N
Michael Nguyen	2	2	6	7.94	4	N
Adam Colin	4	3	11	8.05	5	Y
Adel Abdalla	5	2	12	7.90	4	N
Julian Solis	2	3	7	7.85	4	N
Maria Olea	3	3	9	8.02	5	N
Austin Cooper	2	2	6	7.98	3	N
Medhat Griess	4	2	12	8.06	4	N
Paul Collins	3	3	10	7.99	5	Y

## C.1 How does Allstate Plan to provide reliable and consistent staff and management at City of SD sites?

It is important to explain here how we hire our officers and the process it takes to get there. We have adapted a much rigorous process, then the industry standard, this takes time upfront, but assures a "good hire." We will also highlight Allstate's advanced ongoing training program, pre site deployment and at the site training. Finally, we discuss our comprehensive compensation structure aimed at motivating and retaining excellent talented security officers and our core management team.

### Equal Employment Opportunity

All personnel actions including recruitment, selection, promotion and discipline are made without regard to a person's disabilities, race, color, religion, sex, national origin, age or veteran status. Our Human Resource Department performs periodic audits companywide to assure all federal and state regulations are complied with and understood. AllState complies with all applicable laws, executive orders and regulations regarding nondiscrimination in employment.

### Recruitment Sources

- A. Allstate utilizes many different online resources and agencies in recruitment of personnel. Besides customer service, experience and skill set we also consider geography as a criteria. We prefer for our personnel to live close to their work. This helps to reduce employee turnover.
- B. Additional recruitment is done at educational institutions in San Diego. For example, criminal justice students are excellent security officers they are motivated to gain experience and knowledgeable in field.
- C. Retired and inactive military personal is another excellent source for recruitment. Allstate has an ongoing relationship with veteran agencies thru out San Diego County.
- D. Our personnel specialists are constantly searching for new and effective sources for our labor pool. We utilize public and private community groups, local job fairs, military facilities, and various offices of state employment agencies (EDD).

## Selection Process

- A. Application
- B. Preliminary Interview
  - Application verified and analyzed
  - Written and verbal skills checked
- C. Two separate testing packages issued:
  - Exercising Powers to Arrest: Focuses on differences between a private security officer and a law Enforcement officer.
  - Company assigned handbook and test.
- D. Second Interview with Employment Supervisor
- E. Begin background investigation
  - Department of Motor Vehicles report
  - Pre-employment drug screening
- F. Job offers made
- G. Completed "On-Board" Package
- H. Orientation
- I. Determine position & schedule training
- J. Assignment to specific client site

## Compensation

Allstate compensation plan used to mean a fixed hourly with annual increases. This model rested upon employee demands to be paid based on the number of hours worked and years of service. As we are growing and expanding, in 2016 we have adapted a newer concept that reflects the need to hire and retain new and talented officers. This model is based on the idea that performance is rewarded regardless tenure; it was introduced and written about extensively by Barry Gerhart, PHD, and the Center for Advanced Human Resource Studies Cornell University. "This compensation model is Ideal for service based industry in early stage of development and with a healthy bottom line."

Allstate Pay-for-Performance ("PFP") systems ties compensation directly to specific career goals and objectives. So, we offer competitive pay for competitive levels of performance, we pay officers above market for exceptional performance, and average industry rate for poor performance. To achieve this, Allstate matches measurable and controllable performance targets to company objectives. In this system officer's compensation is composed of an hourly salary and a variable point system earned during site inspection, client feedback and ongoing employee evaluations. AllState has



designed this concept to retain top-performing employees, motivate the desired performance, and control costs by not increasing hourly wage based on "how long you been here." Allstate has defined performance in very specific way, it's objective, quantifiable terms, constantly measured and tracked.

Besides this innovative and very popular pay-for-performance, Allstate has also implemented additional bonus that help us recruit and retain talented people.

### Sign-On Bonus

Given to new employees who exhibit excellent potential and who have just joined Allstate, this award serves two purposes, establish goodwill and recruit officers away from a previous employer. Sometimes our signing bonuses may be paid over a period up to a year to make sure the officer is willing to stay with Allstate.

### Site Bonus

These task-based bonuses are given to an officer for a specific site or for completing an important project. AllState has this bonus with event security and or short-term security contracts.

### Referral Bonus

When we Hire a good officer we often as them to help out by referring qualified personnel. Instead of Allstate paying a recruiter to find a candidate, we rather pay our own team members. AllState believes in hiring referrals of employees because employees are unlikely to recommend people who will make them look bad and good talented people tend to know each other. Referral bonuses are typically varying from \$100 ton \$500 if the officers you introduce a talented person to Allstate.

### Retention Bonus

These bonuses are designed by Allstate to provide continuity when there is a contract renewal or extension and the officer has been there and is doing a good job. The bonus encourages employees to stay with Allstate and continue without disruption or seeking outside employment.

### Holiday Bonus

Holiday bonuses range from small gifts; sometimes Allstate provides cash, gift cards or even holiday turkey during Thanksgiving and Christmas. The amount is usually dictated by the performance of Allstate during the calendar year, in 2016 we even paid all our officers, who have been with us the whole year, 2 full additional weeks of pay.

## Employee Recognition Program

Allstate has been recognizing individual officers for superior performance as an important factor in maintaining the morale and dedication of our officers. Compare our program to our competition. You will find many companies overlook this important area. AllState has the following award programs:

### Longevity Awards

For years of service with AllState:

- o One Year -- Individuals will receive a silver lapel pin.
- o Five Years -- Individuals are given a gold lapel pin.

## Star Performer Award

Each quarter one officer is recognized for his or her outstanding performance. Their name and picture appear on a plaque at our home office and sent via email to companywide with a bio and description of best practice. They are given a check for \$150.00, receive a certificate and qualify for an employee of the year award selected every December.

## Ongoing Training

AllState is an industry leader in innovative training programs. We have developed and conducted training programs for security operations, law enforcement agencies, and multinational corporations for the seven years. We recognize that once we have obtained the highest quality individual with the best instincts for the work, it is critical that we refine those basic talents with quality training.

### Post Training and Basic Security Training

AllState will provide the following training to each officer assigned to the City of San Diego sites, in addition to on site post training covering the specific post orders and procedures:

- a) Radio Procedures Officers learn to make clear and accurate radio Transmissions.
- b) Image and demeanor, it is necessary that the officer present an image to the employees and the public that are favorable to the City of San Diego while maintaining a professional

security presence. AllState understands that our Security Officer's behavior and performance will reflect directly on you, the client.

- c) Conflict Management, this course teaches officers the ability to recognize and control potentially volatile situations. The course helps officers develop the ability to recognize behavior that could result in serious injury or damage to person and or property.
- d) Report Writing All activity of AllState personnel will be properly documented, via hand-held site phones. Any incidents resulting in damage to property or jeopardizing the safety of employees or the public will be thoroughly documented in incident reports. Routine security activities will be documented on Daily Activity Reports, with real time access via Allstate portal. It may also be necessary to prepare and submit additional reports for administrative practices. Security Officer training includes report writing, administrative practices, and related preparation and submission.
- e) Jurisdiction and Limitations of the Security Officer While the scope of work and responsibilities for the security staff are extensive; there are limitations to the jurisdiction and authority granted to security. Security Officers have powers to make a citizen's arrest. AllState will reinforce that the role of the Security Officer is to observe, monitor, and reported

On-going AllState Training Courses 2018

Introduction to Security Importance of the Security Officer Duties & Safety	General
Report Writing	
Emergency Situations, Safety Safe Driving for Security Officers	
Radio & Telephone Communications Security Officer Safety	
Tactical Communications	
Responding to a Hazardous Materials Incident and Crime Scene Containment	
Interacting with Disturbed Persons	
Loss Prevention	
Controlling Aggressive individuals and The Use of Restraints	
The Value of Good Report Writing	
Public Relations	
Understanding the Disaster Plan Parking Patrol, Traffic Safety & Control Crowd Control at Special Events	
Gang Identification: Graffiti, Tattoos,	
Use of Instruments: O.C. Sprays, & Batons Warehouse Security	
Drug & Alcohol Abuse in the Workplace Personal Accident Injury Prevention, Response Strike Security	
Area Bomb Threat Response	
Fire Alarms and Extinguishers	
Violence in the Workplace: Termination of an employee	

## Grade 1: Security Guard (Basic Security Guard)

1. Possess permanent State License Guard Card, Guards must at all times, be in possession of a current guard registration card issued by the California Department of Consumer Affairs while assigned to the City of San Diego sites during the duration of the Contract. Temporary guard cards are not acceptable
2. Must have excellent verbal communication skills and possess basic telephone etiquette, possess fundamental customer service skills; possess fundamental skills for Interaction with San Diego Police Department (SDPD) officers and city personnel.
3. Be trained in patrol vehicle driving; Guard must have as a valid Driver's License - guards must possess and carry in their possession while on duty a valid California Driver's License issued by the CA Department of Motor Vehicles.
4. Education - Guards must possess a high school diploma or G.E.D. equivalent and must have the ability to fluently speak, read, and write the English language, understand and carry out oral and written directions, think and act quickly and effectively in emergencies, write accurate and clear reports when required, including basic logs and reporting skills;
5. Experience - Guards assigned to work with the City of San Diego must have had prior security guard experience of a relevant nature. have knowledge of common and acceptable patrol techniques; Have learned and understand the business and professions code (B & P), Penal Codes (PC) and California Code of Regulations (CCR) laws governing the security industry.
6. Guard Registration Card - Guards must at all times, be in possession of a current guard registration card issued by the California Department of Consumer Affairs BSIS while assigned to the City of San Diego Contract. Temporary guard cards are not acceptable.
7. Drug Testing - All guards shall successfully pass a pre-employment drug screen examination. Drug testing will be arranged for the guards prior to assignment at any San Diego City sites, facility or events. The screen must have the ability to detect the use of various illegal drugs. The City of San Diego shall have the right to inspect the drug examination results.

8. Training – Guard must have experience with fire protection and alarm systems, plus they are required to have received training in First Aid, CPR with current certification, as well as training in security and emergency procedures. Be proficient in operation of two-(2) way radio.

### Grade 2: Security Guard (Upgraded Security)

1. Possess permanent State License Guard Card, Guards must at all times, be in possession of a current guard registration card issued by the California Department of Consumer Affairs while assigned to the City of San Diego sites during the duration of the Contract. Temporary guard cards are not acceptable
2. Must have excellent verbal communication skills and possess basic telephone etiquette, possess advanced customer service skills; possess fundamental skills for Interaction with San Diego Police Department (SDPD) officers and city personnel. Advanced understanding of powers of arrest and experienced in property theft reduction
3. Be trained in patrol vehicle driving; Guard must have as a valid Driver's License - guards must possess and carry in their possession while on duty a valid California Driver's License issued by the CA Department of Motor Vehicles.
4. Education - Guards must possess a high school diploma or G.E.D. equivalent and must have the ability to fluently speak, read, and write the English language, understand and carry out oral and written directions, think and act quickly and effectively in emergencies, write accurate and clear reports when required, including basic logs and reporting skills;
5. Experience - Guards assigned to work with the City of San Diego must have had prior security guard experience of a relevant nature, Prior Police or Military experience is beneficial have knowledge of common and acceptable patrol

techniques; Have learned and understand the business and professions code (B & P), Penal Codes (PC) and California Code of Regulations (CCR) laws governing the security industry. Advanced Understanding of Powers of Arrest

6. Guard Registration Card - Guards must at all times, be in possession of a current guard registration card issued by the California Department of Consumer Affairs BSIS while assigned to the City of San Diego Contract. Temporary guard cards are not acceptable.
7. Drug Testing - All guards shall successfully pass a pre-employment drug screen examination within six (6) months of their assignment. Drug testing will be arranged for the guards prior to assignment at any San Diego City sites, facility or events. The screen must have the ability to detect the use of various drugs. The City of San Diego shall have the right to inspect the drug examination results.
8. Training - Guard must have experience with fire protection and alarm systems, Advanced Training in Emergency Procedures; Plus, they are required to have received training in First Aid, CPR with current certification, as well as training in security and emergency procedures, crowd control, and public relations. Be proficient in operation of two (2) way radio.

## Armed Security Guard

1. Possess permanent State License Guard Card, Guards must at all times, be in possession of a current guard registration card issued by the California Department of Consumer Affairs while assigned to the City of San Diego sites during the duration of the Contract. Guards must have completed state approved Penal Code section (PC) 832 courses [forty (40) hour course], or an alternative plan (reviewed and approved by the City) to meet substantially similar training as required under PC section 832. Upon request by the City, copies of Guard Cards and proof of PC section 832 courses, or approved alternative training, shall be immediately presented to the Contract Administrator. Temporary guard cards are not acceptable
2. Must have excellent verbal communication skills and possess basic telephone etiquette, possess advanced customer service skills; possess fundamental skills for Interaction with San Diego Police Department (SDPD) officers and city personnel. Advanced understanding of powers of arrest and experienced in property theft reduction
3. Be trained in patrol vehicle driving; Guard must have as a valid Driver's License - guards must possess and carry in their possession while on duty a valid California Driver's License issued by the CA Department of Motor Vehicles.
4. Education - Guards must possess a high school diploma or G.E.D. equivalent and A minimum of five (5) years of security guard experience of which two (2) years must be in protecting critical infrastructures - OR - Completion of Criminal Justice Degree, Associate or higher, and one (1) year experience protecting critical infrastructures - OR - Completion of Homeland Security Degree, and one (1)-year experience protecting critical infrastructures - OR - Police Officer of 2 or more years with acceptable performance - OR - Military with 2 years or more in any branch w/ an honorable discharge - OR - Graduate of a Police or Corrections Academy ( post certificate) and one (1)-year experience protecting critical infrastructures. Must have the ability to fluently speak, read, and write the English language, understand and carry out oral and written



directions, think and act quickly and effectively in emergencies, write accurate and clear reports when required, including basic logs and reporting skills;

5. Experience - Guards assigned to work with the City of San Diego must have had prior security guard experience of a relevant nature, Prior Police or Military experience is beneficial have knowledge of common and acceptable patrol techniques; Have learned and understand the business and professions code (B & P), Penal Codes (PC) and California Code of Regulations (CCR) laws governing the security industry. Advanced Understanding of Powers of Arrest
6. Guard Registration Card - Guards must at all times, be in possession of a current guard registration card issued by the California Department of Consumer Affairs BSIS while assigned to the City of San Diego Contract. Temporary guard cards are not acceptable.
7. Drug Testing - All guards shall successfully pass a pre-employment drug screen examination within six (6) months of their assignment. Drug testing will be arranged for the guards prior to assignment at any San Diego City sites, facility or events. The screen must have the ability to detect the use of various drugs. The City of San Diego shall have the right to inspect the drug examination results.
8. Training – Guard must have experience with fire protection and alarm systems, Advanced Training in Emergency Procedures; Plus, they are required to have received training in First Aid, CPR with current certification, as well as training in security and emergency procedures, crowd control, and public relations. Be proficient in operation of two (2) way radio.

## Allstate Supervisor

We provide twenty-four-hour field supervision, seven days per week. Our supervisors will visit daily all City of San Diego job site locations. They will meet with all field security officers on a daily basis to monitor overall performance, to provide training, guidance and support. Inspections are unannounced and occur at various times thru out the day. Allstate requires field supervisor to oversee our security staff providing services to the City of San Diego job sites. The ideal candidate will have five (5) years of progressive experience supervising with Allstate or another security company, must be certified armed and unarmed guards and patrol trained. Must currently hold an armed license in the state of CA., or be able to obtain one prior to starting the position as well as a current driver's license by the State of CA. Preference will be given for experience in law enforcement, military or civilian security positions as well as advanced education in law enforcement and security.

Supervisor should have organizational skills, ability to communicate clearly, exhibit critical thinking skills, be detail oriented and able to effectively supervise field staff. Supervision will include scheduling, assigning officers the shift assignments as well as maintain all changes, maintain effective coverage in spite of call off and special requests by clients for security services, training new officers, meeting the requirements of post orders, observes situations, provide appropriate response to incidents and other related responsibilities. The responsibilities include managing, disciplining, and training staff to effectively meet the requirements of our clients.

## Allstate Management Team

Allstate upper management team has provided cohesive leadership by using team-building exercises and deep understanding of emotional intelligence EQ. This core group including Curtis Jones, Joe Faltas, Victoria Lee and Mark Gindi come from different backgrounds, educational, work experience and cultural. As a group, we rely on effective communication by knowing when to speak and when to actively listen to each other and our team members. We have Set vision for a common goal by applying for our business strategy and securing our community. We have defined team roles and responsibilities clearly with strong emphasis on community. This team Resolve problems by using critical thinking and our negotiation abilities with each other and outside the office. Allsate believes good management is a hybrid of both having a command and control of the situation, but also being about to engage and create with our team members.

## Report Writing

Every AllState officer is provided a site phone used enter and upload Daily Activity Report, images and photos, GPS tracking and safety incident report in real time, the city of San Diego representative will be provided with username and password for online access anytime from anywhere. When uploaded these reports are also immediately submitted to the Allstate supervisor and account manager in order to allow us to monitor the activities of each account.

Unlike other companies Allstate use of technology seamlessly to connect mobile guard patrols, incident reporting, guard scheduling, payroll, GPS tracking, and more. This allows us to save the City time and money while delivering data-rich information in real time and allowing Allstate management to make informed decisions if Serious incidents are reported at the time they occur. At the end of the day, our approach is all about increasing accountability and efficiency of officers at the City of San Diego job sites.

## Scheduling Procedures

In any security operation, the effectiveness of the scheduling of employees has a direct effect on total cost, labor relations employee morale, and human resources utilization. Allstate personnel scheduling procedures are specifically designed to ensure that each post is covered and that each person assigned is qualified to work that post.

## Time Keeping

AllState pays its employees on a bi-weekly basis. All security officers sign for their time, on a built-in app on the site phone provide by Allstate. This help Keep your staff informed of when they work, two weeks in advance, by putting the schedule online and at their figure tip. It also gives access to all officers and staff 24/7 access to their work schedule via the web, mobile apps, text messaging and email.

## Quality Improvement

Since client expectations and requirements may vary, AllState has not adopted any single program. Instead, we focus on the fundamental objective common to all programs, Continuous Quality Improvement (CQI). We are always looking for better ways to do things. We are well aware that consistent quality and Continuous improvement do not just happen, but require an organized approach to maintain each individual client's standard of quality improvement. Consequently, the goals of our program include:

- Identifying Client Expectations
- Translating Client Expectations into Post Orders, Job Descriptions and Etc.
- Establishing Performance Standards
- Feedback to the Client

## C.3 Knowledge and Understanding of the Scoop of Work...

### C.3.2 Acknowledge the Scope of work:

Allstate understands the City's security services will be divided into seven service areas called "Sections."

The Sections are as follows:

- Library sites
- Community Parks Division
- Development Services sites listed in section
- Balboa Park sites
- Rose Canyon sites
- 20<sup>th</sup> & B sites
- Following sites
  1. Civic Center Public Restroom site
  2. City Administration Building (CAB)
  3. City Treasurer site listed

Allstate will bid on all seven service areas and will be using a combination of roving foot patrols, vehicle patrols\* and/or stationary guards. AllState services will be performed by three (3) guard classifications:

- Basic Security Guard
- Upgraded Security
- Armed Security Guard

\*Allstate has a fleet of 8 marked vehicles used around the clock in the San Diego area and available for use in any or all parts of this RFP.

Allstate holds a current Private Patrol Operators License (PPO) provide to the City in the application submitted with this proposal. With The qualified manager of the license who is an individual residing and located in San Diego County at all times.

Allstate has provided organization chart, staffing profile, and license including years of tenure for staff. We also provided resumes for key personnel including all management, supervisors, account manager, and account representatives who will be assigned and dedicated to the City's account.

Allstate will provide an account representative Joe Faltas, MBA who has a over five (5) years prior experience in accounts of similar type, size, and scope. His responsibilities of the account manager relative to this contract are:

- Responsible for direct oversight of security officer contract services and operations.
- Develop and maintain relationships with City representatives through daily online client activity reports
- Ensure all City complaints and concerns are addressed in person in a timely, professional and satisfactory manner.
- Provide overall management and servicing all City of San Diego sites.
- Must be accessible 24/7 to address emergency incidents affecting assigned properties.
- Ensure all assigned security officers are performing up to City's expectations and standards.
- Work closely with supervisors to ensure employee performance is maintained in a professional manner
- All issues are identified, documented, addressed and escalated in a timely manner.
- Closely monitor scheduling of staff, compliance training, and disciplinary issues.

Allstate will provide a customer service operation representative for this contract including access to a local number and provision of an in-house customer service representative who is assigned and dedicated to the City of San Diego. Allstate will be knowledgeable and responsive relative to contract and customer services issues and available to the City. Customer service is available 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays; a two (2) hour response time is required for all customer service issues. After hours and weekends will be established at time of award.

Upon being awarded this contract Allstate will be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Contracting Officer. Identify lines of communication and management control, including account manager and supervisors. Have them all meet with the City during kick-off meeting.

Allstate understands we are an independent contractor of the City and not an employee. We are also aware none of our officers, supervisors or representatives is considered employees of the City, but rather they are our employees or our sub-contractors and we bear full responsibility for compensating those persons.

AllState also acknowledges our services will conform to the Safety Orders of the California State Division of Industrial Safety and the Occupational Safety and Health Act of 1970.

AllState will not assign this contract or any right or interest hereunder, without prior written consent of the City of San Diego.

AllState has been advised and will comply with City observed holidays are:

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Washington's Birthday
- Caesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

### C.3.2 Our Responsibility:

Allstate security guards assigned to the City of San Diego must be provided with the following equipment and supplies:

- Minimum of three (3) uniforms, including shirts, jacket, and trousers. Laundry service, or allowance, shall also be provided to clean uniforms. Additionally, one (1) set of protective rainwear shall be provided.
- a two-way radio and a mobile (cellular) phone
- A heavy duty, police type, water resistant multi-cell flashlight.
- Patrol log or note books for writing details and site phone for reporting
- City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segway's, golf carts approved for use on City streets, automobiles, or other vehicles.
- Contractor shall provide personnel background checks on all personnel and update background checks on infrastructure sites on an annual basis.

- Allstate officers are required to wear the designated/approved Guard service uniforms for the company that they represent. There are no exceptions. All Guard uniforms must be kept clean and professional at all times. Failure to maintain a neat, clean and professional appearance and uniform may result in removal from the work site by the Security Guard supervisor, or City designee. Non-approved uniform attire may also result in removal from the work site.
- The Contractor must have field supervisor(s) who routinely inspect job sites and personnel to insure compliance with site requirements.

### Materials and Equipment:

- All materials and equipment will be maintained in good working order. In the event any equipment fails to function, AllState will arrange for immediate replacement, including patrol vehicles. The Allstate will be responsible for supplying batteries for all equipment, including City issued pagers, if any.
- AllState will be responsible for paying for repairs to City equipment and for damage, which is not a result of normal wear and tear. In the event City furnished equipment does not work, the Guard is to note this and notify the Contract Administrator on the next business day.
- We understand, at this time, the City is researching the implementation of a Guard Tour System. Should the City decide to move forward with the system, additional tasks will be required as part of this Contract.

### KEYS AND EMPLOYEE IDENTIFICATION BADGES

- Keys supplied to Allstate shall not be shared or loaned out. They must be retained by authorized staff to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the Contract. These requirements also apply to all access codes provided to Allstate and Officers to gain entrance to City facilities.
- Keys supplied to Allstate shall not be duplicated, except by the City. Lost keys shall be reported immediately to the Contract Administrator.
- All keys are the property of the City and shall be returned upon completion of the Contract. If the Allstate loses any of the keys during the term of the Contract or fails to return the keys



immediately upon completion or termination of the Contract, Allstate shall pay the City for the cost of re-keying the locks; such costs may be retained from the final payment. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the Contractor; such costs may be retained from monthly payments.

## Personnel Standards:

Allstate officers shall meet the following minimum criteria:

- Allstate Officers shall have permanent Guard Cards, issued by the State of California. Temporary or provisional cards are not acceptable.
- Armed Guards must have completed state approved Penal Code section 832 courses forty (40) hour course, or an alternative plan (reviewed and approved by the City) to meet substantially similar training as required under Penal Code section 832. Copies of Guard Cards and proof of Penal Code section 832 courses, or approved alternative training, shall be presented to the Contract Administrator at least two (2) working days prior to the Guards' inclusion in the work schedule.
- Allstate officers shall possess an acceptable level of agility, stamina, overall good physical health, and be mentally sound to perform assigned duties.
- Allstate officers, supervisors, and managers shall be capable of lifting 25 lbs. and standing up for up to eight (8) hours at a time.
- Allstate officers shall be proficient in English, both written and oral communication.
- Allstate officers shall be capable of operating and responding to radios, pagers, telephones, alarms, and camera equipment.
- Allstate officers shall have a minimum of five (5) years of experience in Security Guard or equivalent services (e.g. current or retired law enforcement personnel).
- All Security Guards assigned to work under this contract shall serve a minimum of six (6) months continuous service before they are transferred from that assignment to ensure continuity and stability. This applies to initial and subsequent assignments during the contract period. Contractor shall obtain written approval from Contract Administrator/Manager for specific exemptions to this specification, which may be granted based on various factors, to include specific location (and type) of facility under contract.

- Allstate officers must be on site at the scheduled post hours. Failure to appear on time without prior approval shall result in removal from the post. If a Guard is unable to arrive on site at the designated time, the Guard is responsible for contacting their supervisor immediately in order to assure all scheduled shifts are staffed according to the post hours.
- Visitors, pets, friends, or family members are not allowed on post while Guard is on duty.
- The use of music playing devices or ear plugs is prohibited while Guard is on duty.
- Sleeping on duty is prohibited. If it is determined that a Guard is unaware of their surroundings or appears to be sleeping on duty, their supervisor shall be immediately notified, and the Guard shall be relieved of their post. The City may request that the Guard be removed entirely from servicing the City's Contract.
- Allstate shall ensure that Allstate officers take a drug test. Allstate shall provide proof that officers have successfully passed the drug test before they may be assigned to this post.
- The City reserves the right to interview any or all security guards before they are assigned to work under this contract, and the City has discretion to reject security guards from providing services to the City under this contract.
- Allstate shall also provide trained personnel to man a multi-zone walk-through security metal detector and hand-held metal detectors at City sites that require this service (e.g. City Administration Building). The Department Representative for this Contract is identified in the notice of intent to award letter and is responsible for overseeing and monitoring this Contract.

C.3.3 Expected Number of Security Officers, Patrol Vehicle, Equipment as Per Each Job Site...

Item Number	Section	Hours	Basic Guard	Upgrade Guard	Armed Guard	Patrol Car	Site Phone (reporting)	2-way Radio
1	Section 1. 1 LIBRARY DEPARTMENT UPGRADED GUARDS	24804		15			Y	Y
2	Section 1. 1 LIBRARY DEPARTMENT UPGRADED GUARDS	49,972		32			Y	Y
3	1.2 LIBRARY DEPARTMENT MOBILE PATROL- ALL LOCATION	1						
4	2.1 COMMUNITY PARKS   DIVISION SKATE PARKS BASIC GUARD	365						
5	2.1 COMMUNITY PARKS   DIVISION SKATE PARKS BASIC GUARD	365						
6	2.1 COMMUNITY PARKS   DIVISION SKATE PARKS BASIC GUARD	365						
7	2.1 COMMUNITY PARKS   DIVISION SKATE PARKS BASIC GUARD	365						
8	2.2. COMMUNITY PARKS   DIVISION SKATE PARKS UPGRADED GUARD	365				3	Y	
9	2.2. COMMUNITY PARKS   DIVISION SKATE PARKS UPGRADED GUARD	365						
10	2.2. COMMUNITY PARKS   DIVISION SKATE PARKS UPGRADED GUARD	365						
11	2.2. COMMUNITY PARKS   DIVISION SKATE PARKS UPGRADED GUARD	365						
12	2.3. COMMUNITY PARKS   DIVISION SKATE PARKS ARMED GUARD	365						

13	2.3. COMMUNITY PARKS I DIVISION SKATE PARKS ARMED GUARD	365						
14	2.3. COMMUNITY PARKS I DIVISION SKATE PARKS ARMED GUARD	365						
15	2.3. COMMUNITY PARKS I DIVISION SKATE PARKS ARMED GUARD	365						
16	2.4. COMMUNITY PARKS I DIVISION OTHER PARKS BASIC GUARD	1						
17	2.5. COMMUNITY PARKS I DIVISION OTHER PARKS UPGRADED GUARD	1						
18	2.6. COMMUNITY PARKS I DIVISION OTHER PARKS ARMED GUARD	1						
19	2.7. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES BASIC GUARD	365				1	Y	
20	2.8. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES UPGRADED GUARD	365						
21	2.9. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES ARMED GUARD	365						
22	2.10. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES BASIC GUARD	96						
23	2.10. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES BASIC GUARD	1490						
24	2.10. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES BASIC GUARD	188				1	Y	
25	2.10. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES BASIC GUARD	11						
26	2.11. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES UPGRADED GUARD	96						

27	2.11. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES UPGRADED GUARD	1490						
28	2.11. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES UPGRADED GUARD	188						
29	2.11. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES UPGRADED GUARD	11						
30	2.12. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES ARMED GUARD	96						
31	2.12. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES ARMED GUARD	1490						
32	2.12. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES ARMED GUARD	188						
33	2.12. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES ARMED GUARD	11						
34	2.13 COMMUNITY PARKS II DIVISION SECURITY GATES BASIC GUARD	1490						
35	2.13 COMMUNITY PARKS II DIVISION SECURITY GATES BASIC GUARD	240						
36	2.14. COMMUNITY PARKS II DIVISION SECURITY GATES UPGRADED GUARD	1490						
37	2.14. COMMUNITY PARKS II DIVISION SECURITY GATES UPGRADED GUARD	240				1	Y	
38	2.15. COMMUNITY PARKS II DIVISION SECURITY GATES ARMED GUARD	1490						
39	2.15. COMMUNITY PARKS II DIVISION SECURITY GATES ARMED GUARD	240						
40	2.16. COMMUNITY PARKS II DIVISION SKATE PARKS BASIC GUARD	1490						

41	2.16. COMMUNITY PARKS II DIVISION SKATE PARKS BASIC GUARD	240							
42	2.17. COMMUNITY PARKS II DIVISION SKATE PARKS UPGRADED GUARD	1490							
43	2.17. COMMUNITY PARKS II DIVISION SKATE PARKS UPGRADED GUARD	240							
44	2.18. COMMUNITY PARKS II DIVISION SKATE PARKS ARMED GUARD	1490							
45	2.18. COMMUNITY PARKS II DIVISION SKATE PARKS ARMED GUARD	240							
46	2.19 500 URBAN VILLAGE COMPLEX SECURITY BASIC GUARD SERVICES 4380 LANDIS STREET, SAN DIEGO	1058							
47	2.20. 500 URBAN VILLAGE COMPLEX SECURITY UPGRADED GUARD SERVICES 4380 LANDIS STREET, SAN DIEGO	1058							
48	2.21. 500 URBAN VILLAGE COMPLEX SECURITY ARMED GUARD SERVICES 4380 LANDIS STREET, SAN DIEGO	1058				1		Y	
49	2.22. MOUNT HOPE CEMETERY SECURITY BASIC GUARD SERVICE S3751 MARKET STREET, San Diego	1058							
50	2.23. MOUNT HOPE UPGRADED GUARD SERVICES 3751 MARKET STREET, SAN DIEGO	1058							
51	2.24. MOUNT HOPE CEMETERY SECURITY ARMED GUARD SERVICES 3751 MARKET STREET, SAN DIEGO	1058							
52	3.1 DEVELOPMENT SERVICES CENTER BASIC GUARD	8736	4						
53	3.1 DEVELOPMENT SERVICES CENTER BASIC GUARD	2080	1						
54	3.2. DEVELOPMENT SERVICES CENTER UPGRADED GUARD	8736		4				Y	
55	3.2. DEVELOPMENT SERVICES CENTER UPGRADED	2080		1					Y

	GUARD																			
56	3.3. DEVELOPMENT SERVICES CENTER ARMED GUARD	8736					4													
57	3.3. DEVELOPMENT SERVICES CENTER ARMED GUARD	2080					1													
58	4.1. BALBOA PARK BASIC GUARD	5824	3																	
59	4.2. BALBOA PARK UPGRADED GUARD	5824			3															
60	2.18. COMMUNITY PARKS II DIVISION SKATE PARKS ARMED GUARD	5824					3													
61	4.4. BALBOA PARK MOBILE PATROL	1																		
62	5.1 ROSE CANYON OPERATION YARD BASIC GUARD	6744	4																	
63	5.1 ROSE CANYON OPERATION YARD BASIC GUARD	500	4																	
64	5.2. ROSE CANYON OPERATION YARD UPGRADED GUARD	6744			4															
65	5.2. ROSE CANYON OPERATION YARD UPGRADED GUARD	500			4															
66	5.3. ROSE CANYON OPERATION YARD ARMED GUARD	6744					4													
67	5.3. ROSE CANYON OPERATION YARD ARMED GUARD	500					4													
68	5.4. ROSE CANYON MOBILE PATROL	1																		
69	6.1. 20TH AND B BASIC GUARD	13312	7																	
70	6.2. 20TH AND B UPGRADED GUARD	13312			7															
71	6.3. 20TH AND B ARMED GUARD	13312					7													
72	7.1 CIVIC CENTER PUBLIC RESTROOM BASIC GUARD	744	4																	
73	7.2. CIVIC CENTER PUBLIC RESTROOM UPGRADED GUARD	744			4															
74	7.3. CIVIC CENTER PUBLIC RESTROOM ARMED GUARD	744					4													
75	7.4 CITY ADMINISTRATION BUILDING BASIC GUARD	4500	3																	
76	7.4 CITY ADMINISTRATION BUILDING BASIC GUARD	3000	2																	
77	7.5. CITY ADMINISTRATION BUILDING UPGRADED GUARD	4200			2															
78	7.6. CITY ADMINISTRATION BUILDING ARMED GUARD	4576					2													
79	7.6. CITY ADMINISTRATION BUILDING ARMED GUARD	6500					4													

80	7.7. CITY TREASURER BASIC GUARD	2080	1						
81	7.8. CITY TREASURER UPGRADED GUARD	2080		1				Y	Y
82	7.9. CITY TREASURER ARMED GUARD	2080				1			
83	8.1. INITIATIVE SITES BASIC GUARD (City Homeless)	1							
84	8.2. INITIATIVE SITES UPGRADED GUARD	5824		3					
85	8.3. INITIATIVE SITES ARMED GUARD	5824				3		Y	Y
86	Section 2. 2.1.1 EXTRAORDINARY LABOR AT VARIOUS CITY SITES BASIC GUARD	1000	1						
87	2.1.2 EXTRAORDINARY LABOR AT VARIOUS CITY SITES UPGRADED GUARD	1000		1				Y	Y
88	2.1.3 EXTRAORDINARY LABOR AT VARIOUS CITY SITES ARMED GUARD	1000				1			
Total (approximately)			34	81		38			
Overhire (%25 More)			9	20		10			
Final Total			43	101		48			7

Expected number of Security Officers	Total
Basic Guard	43
Upgrade Guard	101
Armed Guard	48
Patrol Car	7
Item Number 3, 61, 68 and 83 maybe needed later	



## C.4 Detail method to a accomplish the work, technical, approach Transition Plan: City of San Diego

Task	Approach	Time
Contract Award	Upon awarded any section of this contract, the clock starts ticking, AllState Services considers this the "transition phase" because it is a critical and valuable time. We will take considerable and detailed care in the planning and execution of the transition.	Day 1
Review City Procedure	Know all the facts of the proposal and contract, Pull-out and highlight key factors and important areas that need to be studied and understood, re-examine the section(s) awarded during an ad-hoc committee meeting just for this purpose. If we have questions, we will ask the assigned City representative.	Day 3
City Transition Team Assigned	The City Transition team will be agreed upon during the ad-hoc committee meeting, depending on the size and scope of work awarded to Allstate, we will know how many employees will be deployed to this project. Also we will assign internally a customer service and operations representative dedicated to the City (Available from 8:00 am to 5:00 pm, Monday through Friday)	Day 5
City On-site Review	Make a preliminary visit, to visually see and better understand the scope of work and provide the City on-site risk assessment information needed about the overall post vulnerability as an on-going process of discovering, correcting and preventing security problems in the future.	Day 6
Kick-off Meeting w/ Procurement	We will attend a post award contract kick-off meeting with the Procurement Contracting Officer. During which, we will identify lines of communication, billing, protocol and management control. Attendees from Allstate will include Account Manager, customer service rep and supervisor(s) depending on the number of section awarded.	Day 7-10

**C.4 Detail method to a accomplish the work, technical, approach  
Transition Plan: City of San Diego**

<p>Establish Lines of Communication</p>	<p>Good lines of communication are vital for us in providing our service and establishing the correct ones upfront and keeping them open requires the right communication skills and the right tools. So we will ask questions about: who is a point of contact at each section, contact details, when and who to call if needed and for what task, best way to communicate with them, emergency protocol and who "needs to know"</p>	<p>Day 7-10</p>
<p>Final Selection of Supervisors</p>	<p>The Field Supervisor is an intricate part of a post because of the many interrelated tasks at hand. Followed by selecting the best fit for each site. Field supervisor(s) will routinely inspect job sites and personnel to ensure compliance with site requirement at random times through-out the day.</p>	<p>Day 10</p>
<p>Recruit 125% of Staff</p>	<p>Besides having currently on-staff over 300 Officers, Allstate utilizes many different online resources and agencies in recruitment of personnel when and as needed. Besides our customer service, experience and skills set we also consider geography as a criterion. We prefer for our personnel to live close to their work which helps reduce employee turnover.</p>	<p>Day 15</p>
<p>Hiring process</p>	<ul style="list-style-type: none"> <li>A. Application</li> <li>B. Preliminary Interview             <ul style="list-style-type: none"> <li>- Application verified and analyzed</li> <li>- Written and verbal skills checked</li> </ul> </li> <li>C. Two separate testing packages issued:             <ul style="list-style-type: none"> <li>- Exercising Powers to Arrest: focuses on differences between a private security officer and a law Enforcement officer.</li> <li>- Company assigns handbook and test.</li> </ul> </li> <li>D. Second Interview with Employment Supervisor</li> <li>E. Begin background investigation             <ul style="list-style-type: none"> <li>- Department of Motor Vehicles report</li> <li>- Pre-employment drug screening</li> </ul> </li> </ul>	<p>Day 15</p>

**C.4 Detail method to a accomplish the work, technical, approach  
Transition Plan: City of San Diego**

	<ul style="list-style-type: none"> <li>F. Job offers made</li> <li>G. Completed "On-Board" Package</li> <li>H. Orientation</li> <li>I. Determine position &amp; schedule training</li> <li>J. Assignment to specific client site</li> </ul>	
Background Investigation	<p>Allstate uses goodhire.com a third-party service provider with excellent reputation. This is the panel used for reporting:</p> <ol style="list-style-type: none"> <li>1. Identity Checks: Candidate SSN, legal name and alias validation.</li> <li>2. Criminal Records: National, county-level, federal and statewide record searches. Sex offender, US and global terrorist watch lists.</li> <li>3. Driving Records: Driver's license validation and driving-related violations.</li> <li>4. Verifications: Education, employment, and professional license.</li> <li>5. Employment Credit Report</li> <li>6. Civil judgments, tax lines, bankruptcies, credit and payment history.</li> <li>7. Criminal records, employment and education verification for US-hires with international pasts.</li> <li>8. Medical Sanctions Search: OIG sanctions list, Level 1, Level 2 and Level 3 exclusion, disciplinary and abuse registries.</li> </ol>	Day 15
Drug Testing	<p>Allstate demands a safe place for all and officers who can perform their duties with minimum risks, so we test all our employees for the following items: 5 panel drug test for the following</p> <ul style="list-style-type: none"> <li>Amphetamines</li> <li>Cocaine</li> <li>Marijuana</li> <li>Opiates</li> <li>Phencyclidine (PCP)</li> </ul>	Day 15
Evaluate Incumbent Security	<p>Meet with the current service provider; if possible, ask issues and concerns about the site. If there are identifiable excellent talented officers that the City would like to retain, Allstate can offer the existing provider to carry over their employment if possible. Create a line of communication open between the</p>	Day 17

**C.4 Detail method to a accomplish the work, technical, approach  
Transition Plan: City of San Diego**

	<p>exiting firm and Allstate to assure some continuity.</p>	
<p>Final Selection of Security Officer</p>	<p>By this point we will have identified all the basic officers, upgraded officers, armed officers and field supervisors needed for city section as requested based on best fit and as required by the scope of work.</p>	<p>Day 20</p>
<p>Finalize Training</p>	<p>Allstate will implement an aggressive in-house training schedule to meet the requirements of the City sites. This process includes the following:</p> <ul style="list-style-type: none"> <li>a) Radio Procedures: Officers learn to make clear and accurate radio Transmissions.</li> <li>b) Image and demeanor: Officer's behavior and performance at City sites</li> <li>c) Conflict Management: Best way to resolve on and off-site conflicts</li> <li>d) Report Writing and use of hand-held site phones.</li> <li>e) Jurisdiction and limitations of the Security Officer</li> <li>f) Scope of work and Responsibilities</li> </ul>	<p>Day 22</p>
<p>Receive and Revise Post Orders</p>	<p>Assuring a successful post order that is well-maintained and adhered to illustrate that the post and its chosen officers are effectively communicating and working to fulfill the City's expectations. Post hiring and training Allstate will re-evaluate effectiveness of the ongoing post orders in place. Allstate will keep a well-maintained set of post orders to help support Allstate officers in effectively communicating and adhering to the City's expectations. Allstate internal policy requires that post orders should be evaluated at least 4 times a year as an ongoing effort to keep up with any changes and security demand. Any findings or required changes will be reported by the account representative to the City directly.</p>	<p>Day 22</p>

**C.4 Detail method to accomplish the work, technical, approach  
Transition Plan: City of San Diego**

Assign Uniform & Equipment	<p>Allstate will assign and provide all officers at City sites the following:</p> <ul style="list-style-type: none"> <li>• Minimum of three (3) uniforms, including shirts, jacket, and trousers.</li> <li>• Laundry service</li> <li>• On-site Phones</li> <li>• A heavy-duty flashlight</li> <li>• Method of on-site transportation: bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles (if needed)</li> </ul>	Day 23
Work Schedule Developed	<p>Prepare schedule as requested by post order at least 2 weeks in advance, but preferred 30 days out. All employees to be scheduled for work, GPS-enabled site phone is tested and in working order, text messages are sent to all officers assigned to the post with a copy to supervisors and account representative. Access to portal will be granted to all new officers.</p>	Day 24
Issues / Refits Uniforms	<p>Any issues with uniforms must be addressed at this point and officers are to confirm proper fit and condition. Equipment must be tested and in excellent working condition. Any changes must be addressed immediately.</p>	Day 26
On-Site Training	<p>Assign team including officers, supervisors and account representative are to meet and go over scope of work and responsibilities:</p> <ol style="list-style-type: none"> <li>1. Radio Procedures: Officers learn to make clear and accurate radio Transmissions.</li> <li>2. Image and demeanor: Officer's behavior and performance at City sites</li> <li>3. Conflict Management: Best way to resolve on and off-site conflicts</li> <li>4. Report Writing and use of hand-held site phones</li> <li>5. Jurisdiction and limitations of the Security Officer</li> <li>6. Scope of work and Responsibilities</li> </ol>	Day 27

**C.4 Detail method to a accomplish the work, technical, approach  
Transition Plan: City of San Diego**

<p>Final Transition Plan</p>	<p>Finalizing Transition Plan using Allstate check list:</p> <ul style="list-style-type: none"> <li>a) Review Client Procedure</li> <li>b) On-site Review</li> <li>c) Meet with Representatives</li> <li>d) Establish Lines of Communication</li> <li>e) Final Selection of Supervisors</li> <li>f) Recruit 125% of Staff</li> <li>g) Pre- Employment Screening</li> <li>h) Background Investigation</li> <li>i) Drug Testing</li> <li>j) Evaluate Incumbent Security</li> <li>k) Final Selection of Security Officers</li> <li>l) Finalize Manuals &amp; Procedures</li> <li>m) Finalize Training &amp; Q/A program</li> <li>n) Receive and Revise Post Orders</li> <li>o) Assign Uniforms &amp; Equipment</li> <li>p) Classroom Trainings</li> <li>q) Work Schedule Developed</li> <li>r) Issues / Refits Uniforms</li> <li>s) On-Site Training</li> <li>t) Ready to begin service</li> </ul>	<p>Day 29</p>
<p>Start of Service</p>	<p>Reporting for Duty: Officer's report for duty at the place and time assigned, appropriately Uniformed and equipped as specified for their post. Officers are fully prepared to assume their duties at the time their watch is scheduled to begin.</p>	<p>Day 30</p>

**Tab C**  
**Cost/Price Proposal**

**EXHIBIT B.  
CONTRACTORS' PRICING**

**1. THE CITY INTENDS TO AWARD THIS CONTRACT BY SECTION. ADDITIONALLY, PRICE SHALL INCLUDE ANY INCIDENTAL ACCESSORIES NECESSARY TO MAKE THE WORK COMPLETE AND PERFECT IN ALL RESPECTS EVEN IF NOT PARTICULARLY SPECIFIED.**

**SECTION 1.**

**1. Library**

**1.1. LIBRARY DEPARTMENT UPGRADED GUARDS**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guards	Extension
1.	24,804	HR	Central Library.	\$ 19.49	\$ 483,429.96
2.	18,512	HR	Branch Libraries.	\$ 19.49	\$ 360,798.88
<b>TOTAL:</b>					<b>\$ 844,228.84</b>



1.2 LIBRARY DEPARTMENT MOBILE PATROL - ALL LOCATIONS

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
1.	TBD / AS-NEEDED*	HR	Central Library and Branch Libraries	\$ 22.24

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**SECTION 2**

**2. COMMUNITY PARKS DIVISION I & II**

**2.1. COMMUNITY PARKS I DIVISION SKATE PARKS BASIC GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	365	HR	Linda Vista Skate Park	22.24	\$ 8,117.60
2.	365	HR	Carmel Valley Skate Park	22.24	\$ 8,117.60
3.	365	HR	Robb Field Skate Park	22.24	\$ 8,117.60
4.	365	HR	Rancho Penasquitos Skate Park	22.24	\$ 8,117.60
<b>TOTAL:</b>					<b>\$ 32,470.40</b>

2.2. COMMUNITY PARKS I DIVISION SKATE PARKS UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	365	HR	Linda Vista Skate Park	22.54	\$ 8,227.10
2.	365	HR	Carmel Valley Skate Park	22.54	\$ 8,227.10
3.	365	HR	Robb Field Skate Park	22.54	\$ 8,227.10
4.	365	HR	Rancho Penasquitos Skate Park	22.54	\$ 8,227.10
TOTAL:					\$ 32,908.40

2.3. COMMUNITY PARKS I DIVISION SKATE PARKS ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	365	HR	Linda Vista Skate Park	22.84	\$ 8,336.60
2.	365	HR	Carmel Valley Skate Park	22.84	\$ 8,336.60
3.	365	HR	Robb Field Skate Park	22.84	\$ 8,336.60
4.	365	HR	Rancho Penasquitos Skate Park	22.84	\$ 8,336.60
TOTAL:					\$ 33,346.40

2.4. COMMUNITY PARKS I DIVISION OTHER PARKS BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	365	HR	Soledad Natural Park	\$ 22.24	\$ 8,117.60

2.5. COMMUNITY PARKS I DIVISION OTHER PARKS UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	365	HR	Soledad Natural Park	\$ 22.54	\$ 8,227.10

2.6. COMMUNITY PARKS I DIVISION OTHER PARKS ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	365	HR	Soledad Natural Park	\$ 22.84	\$ 8,336.60

2.7. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES BASIC GUARD

2.7.1 NEW JOINT USE FACILITIES (PART OF THE PLAY-ALL-DAY PROGRAM)

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	365	HR	Alcott Joint Use Park	\$ 22.24	\$ 8,117.60

2.8. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES UPGRADED GUARD

2.8.1 NEW JOINT USE FACILITIES (PART OF THE PLAY-ALL-DAY PROGRAM)

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	365	HR	Alcott Joint Use Park	\$ 22.54	\$ 8,227.10

2.9. COMMUNITY PARKS I DIVISION JOINT USE FACILITIES ARMED GUARD

2.9.1 NEW JOINT USE FACILITIES (PART OF THE PLAY-ALL-DAY PROGRAM)

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	365	HR	Alcott Joint Use Park	\$ 22.84	\$ 8,336.60

2.10. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	96	HR	Saturday and Sunday, close gates 1/2 hour after sunset	\$ 22.24	\$ 2,135.04
2.	1490	HR	Monday through Friday close only. Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$ 22.24	\$ 33,137.60
3.	188	HR	Close and lock gates 7 nights per week 1/2 after sunset. Holidays, open gates 10 a.m.	\$ 22.24	\$ 4,181.12

4.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday close and lock 1/2 after sunset	\$	22.24	\$	244.64
<b>TOTAL:</b>							36,698.40

2.11. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	96	HR	Saturday and Sunday, close gates 1/2 hour after sunset	\$ 22.84	\$ 2,192.64



2.	14,900	HR	Monday through Friday close only. Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$	22.84	\$	34,031.60	
3.	188	HR	Close and lock gates 7 nights per week 1/2 after sunset. Holidays, open gates 10 a.m.	\$	22.84	\$	4,293.92	
4.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday close and lock 1/2 after sunset	\$	22.84	\$	251.24	
TOTAL:							\$	40,769.40

2.12. COMMUNITY PARKS II DIVISION COMFORT STATIONS SECURITY GATES ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	96	HR	Saturday and Sunday, close gates 1/2 hour after sunset	\$ 22.84	\$ 2,192.64
2.	1490	HR	Monday through Friday close only. Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$ 22.84	\$ 34,031.60
3.	188	HR	Close and lock gates 7 nights per week 1/2 after sunset. Holidays, open gates 10 a.m.	\$ 22.84	\$ 4,293.92

4.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday close and lock 1/2 after sunset	\$	22.84	\$	251.24	
TOTAL:							\$	40,769.40

2.13 COMMUNITY PARKS II DIVISION SECURITY GATES BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$ 22.24	\$ 33,137.60
2.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday, close and lock 1/2 after sunset	\$ 22.24	\$ 244.64
<b>TOTAL:</b>				\$	\$ 33,382.24

2.14. COMMUNITY PARKS II DIVISION SECURITY GATES UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$ 22.54	\$ 33,584.60
2.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday, close and lock 1/2 after sunset	\$ 22.54	\$ 247.94
<b>TOTAL:</b>				\$	\$ 33,832.54

2.15. COMMUNITY PARKS II DIVISION SECURITY GATES ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$ 22.24	\$ 33,137.60
2.	11	HR	Holidays, open 6:30 a.m. and close and lock 1/2 hour after sunset. Easter Sunday, close and lock 1/2 after sunset	\$ 22.24	\$ 244.94
<b>TOTAL:</b>				\$	\$ 33,382.24

2.16. COMMUNITY PARKS II DIVISION SKATE PARKS BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$ 22.24	\$ 33,137.60
2.	240	HR	Close and lock gates 7 nights per week. Open skate park gates weekends and holidays.	22.24	5,337.60
TOTAL:				\$	38,475.20

2.17. COMMUNITY PARKS II DIVISION SKATE PARKS UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$ 22.54	\$ 33,584.60
2.	240	HR	Close and lock gates 7 nights per week. Open skate park gates weekends and holidays.	22.54	5,409.60
TOTAL:				\$	38,994.20

2.18. COMMUNITY PARKS II DIVISION SKATE PARKS ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	1490	HR	Monday through Friday close only, Saturday and Sunday: open 6:30 a.m. and close and lock 1/2 hour after sunset. Holidays open 10 a.m. and close and lock 1/2 after sunset	\$ 22.84	\$ 34,031.60
2.	240	HR	Close and lock gates 7 nights per week. Open skate park gates weekends and holidays.	\$ 22.84	\$ 5,481.60
TOTAL:				\$	\$ 39,513.30

2.19 500 URBAN VILLAGE COMPLEX SECURITY BASIC GUARD SERVICES  
4380 LANDIS STREET, SAN DIEGO

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1058	HR	Security Guard Services at City Heights Urban Village Complex	\$ 22.24	\$ 23,529.92

**2.20. 500 URBAN VILLAGE COMPLEX SECURITY UPGRADED GUARD SERVICES  
4380 LANDIS STREET, SAN DIEGO**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	1058	HR	Security Guard Services at City Heights Urban Village Complex	\$ 22.54	\$ 23,847.32

**2.21. 500 URBAN VILLAGE COMPLEX SECURITY ARMED GUARD SERVICES  
4380 LANDIS STREET, SAN DIEGO**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	1058	HR	Security Guard Services at City Heights Urban Village Complex	\$ 22.84	\$ 24,164.72

**2.22. MOUNT HOPE CEMETERY SECURITY BASIC GUARD SERVICES  
3751 MARKET STREET, SAN DIEGO**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1058	HR	Saturday, Sunday and City holidays, open entrance gates at 8:00 a.m., proceed to open the access door to restroom located at the front of the cemetery office, patrol cemetery grounds, close restroom, and entrance gates at 4:00 p.m.	\$ 22.24	\$ 23,529.92



**2.23. MOUNT HOPE UPGRADED GUARD SERVICES  
3751 MARKET STREET, SAN DIEGO**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	1058	HR	Saturday, Sunday and City holidays, open entrance gates at 8:00 a.m., proceed to open the access door to restroom located at the front of the cemetery office, patrol cemetery grounds, close restroom, and entrance gates at 4:00 p.m.	\$ 22.54	\$ 23,847.32

**2.24. MOUNT HOPE CEMETERY SECURITY ARMED GUARD SERVICES  
3751 MARKET STREET, SAN DIEGO**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	1058	HR	Saturday, Sunday and City holidays, open entrance gates at 8:00 a.m., proceed to open the access door to restroom located at the front of the cemetery office, patrol cemetery grounds, close restroom, and entrance gates at 4:00 p.m.	\$ 22.84	\$ 24,164.72

2.25. COMMUNITY PARKS DIVISION 1 & 2 MOBILE PATROL

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
1.	TBD / AS-NEEDED*	HR	Community Parks Division 1 & 2 locations.	\$ 22.24

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**SECTION 3.**

**3. DEVELOPMENT SERVICES CENTER (DSC)**

3.1. DEVELOPMENT SERVICES CENTER BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	8,736	HR	Development Services Center.	\$ 19.20	\$ 167,731.20
2.	2,080	HR	Development Services Center.	\$ 19.20	\$ 39,936
<b>TOTAL:</b>					<b>207,667.20</b>

3.2. DEVELOPMENT SERVICES CENTER UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	8,736	HR	Development Services Center.	\$ 19.49	\$ 170,264.64
2.	2,080	HR	Development Services Center.	19.49	\$ 40,539.20
TOTAL:					210,803.84

3.3. DEVELOPMENT SERVICES CENTER ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	8,736	HR	Development Services Center.	\$ 20.15	\$ 176,030.40
2.	2,080	HR	Development Services Center.	20.15	\$ 41,912
TOTAL:					217,942.40

**SECTION 4.**

**4. BALBOA PARK**

**4.1. BALBOA PARK BASIC GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
5,824	HR	Balboa Park.	\$ 19.20	\$ 111,820.80

**4.2. BALBOA PARK UPGRADED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
5,824	HR	Balboa Park.	\$ 19.49	\$ 113,509.76

**4.3. BALBOA PARK ARMED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
5,824	HR	Balboa Park.	\$ 20.15	\$ 117,353.60

4.4. BALBOA PARK MOBILE PATROL

Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
TBD / AS-NEEDED*	HR	Community Parks Division 1 & 2 locations.	\$ 22.24

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**SECTION 5.**

**5. ROSE CANYON OPERATION YARD**

**5.1 ROSE CANYON OPERATION YARD BASIC GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	6,744	HR	Rose Canyon.	\$ 19.20	\$ 129,484.80

**5.2. ROSE CANYON OPERATION YARD UPGRADED GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	6,744	HR	Rose Canyon.	\$ 19.49	\$ 131,440.56
2.	500	HR	Rose Canyon, As Needed Security Services (e.g. special events, emergencies).	\$ 19.49	\$ 9,745
<b>TOTAL:</b>					<b>141,185.56</b>

5.3. ROSE CANYON OPERATION YARD ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	6,744	HR	Rose Canyon.	\$ 20.19	\$ 136,161.36
2.	500	HR	Rose Canyon, As Needed Security Services (e.g. special events, emergencies).	\$ 20.19	\$ 10,095
TOTAL:					146,256.36

5.4. ROSE CANYON MOBILE PATROL

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
1.	TBD / AS-NEEDED*	HR	Rose Canyon locations.	\$ 22.24

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**SECTION 6.**

**6. 20<sup>TH</sup> AND B BASIC GUARD**

**6.1. 20<sup>TH</sup> AND B BASIC GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
13,312	HR	20 <sup>th</sup> and B.	\$ 19.20	\$ 255,590.40

**6.2. 20<sup>TH</sup> AND B UPGRADED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
13,312	HR	20 <sup>th</sup> and B.	\$ 19.49	\$ 259,450.88

**6.3. 20<sup>TH</sup> AND B ARMED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
13,312	HR	20 <sup>th</sup> and B.	\$ 20.19	\$ 268,769.28



**SECTION 7. THE FOLLOWING SECTION CONSISTS OF THREE (3) AREAS LISTED BELOW:**

- CIVIC CENTER PUBLIC RESTROOM
- CITY ADMINISTRATION BUILDING
- City TREASURER

**7. CIVIC CENTER PUBLIC RESTROOM**

**7.1 CIVIC CENTER PUBLIC RESTROOM BASIC GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	744	HR	Civic Center Public Restroom: Basic Guard Service Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 19.20	\$ 14,284.80

**7.2. CIVIC CENTER PUBLIC RESTROOM UPGRADED GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	744	HR	Civic Center Public Restroom: Upgraded Guard Service Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 19.49	\$ 14,500.56

7.3. CIVIC CENTER PUBLIC RESTROOM ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	744	Hour	Civic Center Public Restroom: Armed Guard Service Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 20.19	\$ 15,021.36

7.4. CITY ADMINISTRATION BUILDING BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	4,500	HR	City Administration Building. M-F, Two 8 hour shifts	\$ 19.20	\$ 86,400.00
2.	3000	HR	City Administration Building. S-S 24 hour shifts	19.20	\$ 57,600.00
TOTAL:				\$	144,000.00

7.5. CITY ADMINISTRATION BUILDING UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	4200	HR	City Administration Building. M-F, Two 8 hour shifts	\$ 19.49	\$ 81,858.00
					\$
TOTAL:					\$ 81,858.00

7.6. CITY ADMINISTRATION BUILDING ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	4,576	HR	City Administration Building.	\$ 20.19	\$ 92,389.44
2.	6,500	HR	City Administration Building.	20.19	\$ 131,235.00
TOTAL:					\$ 223,624.44

7.7. CITY TREASURER BASIC GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	2080	HR	City Treasurer	\$ 19.20	\$ 39,936.00

7.8. CITY TREASURER UPGRADED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard	Extension
1.	2080	HR	City Treasurer	\$ 19.49	\$ 40,539.20

7.9. CITY TREASURER ARMED GUARD

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	2080	HR	City Treasurer	\$ 20.19	\$ 41,995.20

**SECTION 8.**

**8. CITY HOMELESSNESS INITIATIVE SITES**

**8.1. INITIATIVE SITES BASIC GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Basic Guard
TBD	HR	Initiative locations throughout City.	\$ 19.20

**8.2. INITIATIVE SITES UPGRADED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Upgraded Guard
5,824	HR	Initiative locations throughout City.	\$ 20.49

**8.3. INITIATIVE SITES ARMED GUARD**

Est. Qty.	U/M	Description	Hourly Rate for Armed Guard
5,824	HR	Initiative locations throughout City.	\$ 20.19

8.4. INITIATIVE SITES MOBILE PATROL

Est. Qty.	U/M	Description	Hourly Rate for Mobile Patrol
TBD / AS-NEEDED*	HR	Initiative locations throughout City.	\$ 22.24

\* City may require that Contractor patrol multiple facilities within a specified geographic boundary, which may warrant the use of mobile patrol - whether bicycles, personal transportation devices such as Segways, golf carts approved for use on City streets, automobiles, or other vehicles.

**2. EXTRAORDINARY LABOR**

2.1 EXTRAORDINARY LABOR IS INCLUDED WITH SECTION AWARDED. THE COST OF 1,000 HOURS OF EACH IDENTIFIED EXTRAORDINARY LABOR WILL BE ADDED TO THE OVERALL PROPOSAL. EXTRAORDINARY LABOR INCLUDES, BUT IS NOT LIMITED TO EMERGENCY CIRCUMSTANCES, SPECIAL EVENTS, OR SECURITY GUARD WORK PERFORMED UNDER OTHER ESPECIALLY URGENT CIRCUMSTANCES. THE CITY, IN ITS SOLE DISCRETION, WILL DETERMINE WHETHER EXTRAORDINARY LABOR RATES WILL APPLY.

**2.1.1 EXTRAORDINARY LABOR AT VARIOUS CITY SITES BASIC GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1,000	HR	As- Needed Security Services.	\$ 19.20	\$ 19,200

**2.1.2 EXTRAORDINARY LABOR AT VARIOUS CITY SITES UPGRADED GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Basic Guard	Extension
1.	1,000	HR	As- Needed Security Services.	\$ 19.49	\$ 19,490

**2.1.3 EXTRAORDINARY LABOR AT VARIOUS CITY SITES ARMED GUARD**

Item No.	Est. Qty.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	1,000	HR	As- Needed Security Services.	\$ 20.19	\$ 20,190

**3. ADDITIONAL HOURLY RATES**

3.1 Rates are not included in the Pricing Evaluation. Pricing proposed will be incorporated as describe on all sites requiring additional rates for Overtime and Holiday Rates.

**3.1.1 BASIC GUARD ALL SITES**

Item No.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	HR	Overtime rate for Security Services.	\$ 28.80	\$
2.	HR	Holiday Rate (refer to Section K for Holidays Observed)	\$ 28.80	\$

**3.1.2 UPGRADED GUARD ALL SITES**

Item No.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	HR	Overtime rate for Security Services.	\$ 29.24	\$
2.	HR	Holiday Rate (refer to Section K for Holidays Observed)	\$ 29.24	\$

**3.1.3 ARMED GUARD ALL SITES**

Item No.	U/M	Description	Hourly Rate for Armed Guard	Extension
1.	HR	Overtime rate for Security Services.	\$ 30.28	\$
2.	HR	Holiday Rate (refer to Section K for Holidays Observed)	\$ 30.28	\$



RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 AND AUTHORIZING THE CITY TO PIGGYBACK ONTO THE CITY OF SAN DIEGO AND ALLSTATE SECURITY SERVICES, INC. AGREEMENT AND AUTHORIZING: (1) THE MAYOR TO EXECUTE A ONE-YEAR AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ALLSTATE SECURITY SERVICES, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$40,000 FOR THE PROVISION OF SECURITY GUARD SERVICE TO THE NATIONAL CITY PUBLIC LIBRARY, EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020; AND (2) AUTHORIZING THE CITY MANAGER TO EXECUTE FOUR (4) ONE-YEAR EXTENSIONS WITH EACH EXTENSION NOT-TO-EXCEED THE AMOUNT OF \$40,000 FOR EACH ONE YEAR TERM**

WHEREAS, the National City Public Library has been piggybacking onto an Agreement for security services which terminates on June 30, 2019; and

WHEREAS, in September 2018, the City of San Diego requested proposals from qualified firms to provide security guard services at various City facilities; and

WHEREAS, on May 20, 2019, the City of San Diego awarded an up-to-five (5) year contract to Allstate Security Services, Inc. to provide security guard services to the City of San Diego's various Library sites; and

WHEREAS, staff is seeking City Council's approval to waive the bid process pursuant to the National City Municipal Code Section 2.60.260 and piggyback onto the agreement between the City of San Diego and Allstate Security Services, Inc. for the provision of security guard service to the Library, effective July 1, 2019.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of National City authorizes the waiving of the bid process pursuant to section 2.60.260 of the National City Municipal Code by utilizing the Agreement between the City of San Diego and Allstate Security Services, Inc. and authorizes the Mayor to execute a one-year agreement between the City of National City and Allstate Security Services, Inc. in the amount not-to-exceed \$40,000 for the provision of security guard service to the Library, effective July 1, 2019 through June 30, 2020.

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**BE IT FURTHER RESOLVED** that the City Council authorizes the City Manager to execute four (4) additional one-year term Agreements thereafter for amounts not to exceed \$40,000 for each one-year term.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City accepting funds in the amount of \\$2,500 from the 2019 SDG&E SAFE San Diego Initiative through the Burn Institute, a 501\(c\)\(3\) non-profit organization, for the National City Community Emergency Response Team \(CERT\) to recruit, administer, and promote CERT training in National City, and authorizing the establishment of Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City accepting funds in the amount of \$2,500 from the 2019 SDG&E SAFE San Diego Initiative through the Burn Institute, a 501(c)(3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City, and authorizing the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. (Fire)

**PREPARED BY:** Frank Parra

**DEPARTMENT:** Fire

**PHONE:** 619-336-4551

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

Through the 2019 SDG&E SAFE San Diego Initiative, SDG&E has awarded funds to more than 80 non-profit organizations, to support local emergency preparedness, safety, and disaster response programs. SDG&E has provided a check in the amount of \$2,500 to the Burn Institute, which is a 501(c)(3) non-profit organization, who is serving as National City's Community Emergency Response Team (CERT) fiscal agent to provide the grant funds.

This grant helps National City CERT to recruit new CERT members, administer the CERT program, and promote disaster preparedness training through the National City CERT Program. Staff recommends the establishment of an appropriation and corresponding revenue budget in the amount of \$2,500.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_

**Finance**

**ACCOUNT NO.** Ex. 282-412-912-355-0000 / Rev. 282-12912-3498

**APPROVED:** \_\_\_\_\_

**MIS**

No matching City funds required.



**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ACCEPTING FUNDS IN THE AMOUNT OF \$2,500 FROM THE 2019 SDG&E SAFE  
SAN DIEGO INITIATIVE THROUGH THE BURN INSTITUTE, A 501(C)(3) NON-  
PROFIT ORGANIZATION, FOR THE NATIONAL CITY COMMUNITY EMERGENCY  
RESPONSE TEAM (CERT) TO RECRUIT, ADMINISTER, AND PROMOTE CERT  
TRAINING IN NATIONAL CITY, AND AUTHORIZING THE ESTABLISHMENT OF A  
REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND  
CORRESPONDING REVENUE BUDGET**

WHEREAS, through SDG&E's 2019 SAFE San Diego Initiative, SDG&E will award funds to more than 80 non-profit organizations to support local emergency preparedness, safety, and disaster response programs; and

WHEREAS, SDG&E has provided \$2,500 to the Burn Institute, which is a 501(c)(3) non-profit organization, that serves as fiscal agent to provide the grant funds to the National City Community Emergency Response Team (CERT); and

WHEREAS, this grant allows National City CERT to recruit new CERT members, administer the CERT program, and promote disaster preparedness training through the National City CERT Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby accepts the grant funds in the amount of \$2,500 from SDG&E's 2019 SAFE San Diego Initiative through the Burn Institute, a 501(c) (3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City.

**BE IT FURTHER RESOLVED** that the City Council authorizes the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget in the amount of \$2,500.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing: 1\) the City \(Buyer\) to utilize cooperative purchasing established through Sourcewell previously known as National Joint Powers Alliance \(NJPA\), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase customized lockers from Spacesaver Intermountain, LLC based on their contract 031715-KII with Sourcewell; and 2\) the Mayor to execute the Agreement with Spacesave Intermountain, LLC to purchase and install customized Spacesaver Freestyle lockers to replace dilapidated current lockers and expand capacity in the Police Department Male and Female Locker Rooms, in the amount not to exceed \\$228,147.65, and 3\) appropriate \\$228,147.65 budget under Asset Forfeiture Fund \(131\). \(Police\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

[Resolution of the City Council of the City of National City authorizing, 1) the City (Buyer) to utilize cooperative purchasing established through Sourcewell previously known as National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase customized lockers from Spacesaver Intermountain, LLC based on their contract 031715-KII with Sourcewell; and 2) the Mayor to execute the Agreement with Spacesaver Intermountain, LLC to purchase and installed customized Spacesaver Freestyle lockers to replace dilapidated current lockers and expand capacity in the Police Department Male and Female Locker Rooms, in the amount not to exceed \$228,147.65, and 3) appropriate \$228,147.65 budget under Asset Forfeiture Fund (131).]

**PREPARED BY:** Captain Graham Young

**DEPARTMENT:** Police Department

**PHONE:** (619) 336-4514

**APPROVED BY:** \_\_\_\_\_  


**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

131-411-000-503-0000 (Furniture and Furnishings) \$228,147.65

This appropriation requires the use of Asset Seizure restricted fund balance of \$228,147.65. Approval of this appropriation will reduce the available restricted fund balance from \$683,486.09 to \$455,338.44.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

[Approve Resolution.]

**BOARD / COMMISSION RECOMMENDATION:**

[N/A]

**ATTACHMENTS:**

1. [Explanation (Attachment "A")]
2. [Proposal/Quote (Attachment "B")]
3. [Final Layout Drawings (Attachment "C")]
4. [Resolution (Attachment "D")]

## **ATTACHMENT "A"**

### ***Background***

The purchase of a locker system for the male and female locker rooms is required to increase the capacity for storage of police uniforms and equipment of officers at the Police Department. Additionally, during extremely wet winter season, the police department experienced several days of flooding within the men's locker room because of water intrusion through planter beds outside the building.

### ***Purchase of new lockers***

Durable, high quality locker systems are available from just a few manufacturers in the United States through government cooperative purchase programs such as the National Joint Powers Alliance (NJPA) which allow for a direct purchase from any participating governmental agency in accordance with City of National City Purchasing Code section 2.26.260 (see discussion below in Method of Award). It is important to note that this purchase and installation is not subject to the Public Contract Code, but instead, it is subject to the City's Purchasing Code section 2.26.260.

Each product would require the manufacture to provide a layout that would best suit its product specifications within the existing conditions of the locker room to achieve the most efficient layout and use of space. This service is included in the purchase price of mobile shelving. To provide adequate warranties, manufacturers require that they install the lockers together at the site in its final location.

### ***Importance of Selecting the Right Product and Company for the Locker Rooms Upgrade***

The Police Department locker room operates under constant use, 24 hours a day, 365 days a year. The current locker rooms are the only location available within the City that officers' storage of police service equipment (guns, ammunition, batons, pepper spray and other necessary equipment). Any locker room upgrades must be done while the men and women in the Patrol Division continue to operate in their day-to-day routine, 24 hours a day, 7 days a week.

With this in mind, the selection of a police locker manufacturer and their product to ensure an error free layout and product placement within an operating Patrol Division locker room became extremely important and paramount in the process of upgrading the storage capabilities of the locker rooms.

Furthermore, this will be the last time the police locker rooms storage will be upgraded



in the near future. The current plan maximizes all available space for current officers and any additions of new officers to the Police Department building. Durability, warranty and service reputation must be of the best quality available.

### ***Selection Process***

Although a majority of police locker systems have many similarities, each manufacturer has their own particulars about their product that needed to be quantified and qualified as suitable for use in the men's and women's locker room. Additionally, since each manufacturer requires that they put the locker systems together, a complete background check is required to ensure the continued integrity of the police department and locker room operations.

The selection of the manufacturer of the locker system to be purchased for the locker room was a thorough process conducted through a selection committee. A formal selection process was established and a selection committee of representatives from the Police Department management, Police Department staff, Engineering Department staff and consultants were placed on the Selection Committee to perform the evaluation.

The Police Department mobile shelving purchase process was started December of 2018. Staff contacted six locker supply companies who listed their capabilities to outfit police departments. Of these six companies contacted from the list, 3 produced the kind of locker units needed and all three were invited to participate in the selection process.

A numbered grading system was used and all documentation was cataloged and preserved.

The selection process included:

- Individual site visits by each supplier to the Police Department locker room with a tour and description of the goals of the new lockers.
- Review of the building floor plan where the locker system was to be installed by each manufacturer.
- Individual presentations by each company to the Selection Committee followed by Selection Committee questions.
- Submittals of comparative pricing of a sample typical layout of locker system by each company.
- Reference checks and site visits to locations of recent system installations of each company.

The information sought by the committee was by nature and degree impractical if not impossible to obtain in a formal bid process. The selection process was more conducive to a request for proposal process than a request for bid process. Informational items sought included:

- A) *Quality.* Quality of similar installations, durability of the product and ability to work

in an existing and functioning locker room environment is difficult if not impossible to ascertain post formal bid. Due to the importance of the Police Department locker room and the contents contained within, selecting a manufacturer that has a proven track record of successful similar installations is of a much higher relevance than other product purchases or installations. The reluctance of referenced agencies to speak candidly in a post bid environment does not provide the level of detailed information required for a proper evaluation. During the evaluation process used, we found other agencies to be very candid and forthcoming with their opinions and experiences with each manufacturer without the pressure of a pending bid award at stake.

- B) *Ease of Use.*** Ease of use of the product for staff is very important as these products will be used daily by staff and would directly affect their work efficiency. Similarly, the ability to review products prior to installations of a low bidder after a formal bidding restricts time and location limits to an evaluation process. The process used allowed police staff members the proper amount of time to evaluate each product by actually handling and using each product in a prior installation.
- C) *Price.*** Because the aforementioned reasons were of the utmost importance in selecting a manufacturer, price would be only one factor in determining the overall value of the product. Part of the challenge of using a formal bidding process was to provide a biddable layout that maximizes the existing evidence room space using generalized criteria. By simply bidding out the mobile shelving product the City would have been required to make some fairly large assumptions as to the quantity and placement of the units that may or may not have worked for the specific product of the low bidder. This would have inevitably resulted in significant design and cost changes based on a specific manufacturer's own design for their product within the given space. Under the process used, each manufacturer was given a tour of the locker room and was informed of the specific goals for the product. A smaller sample size installation that represented a quantity of product that could provide an "apples to apples" comparison was provided to each manufacturer to determine if there were any great disparities in prices.
- D) *Availability through a cooperative purchase.*** Availability through a cooperative purchase was important to this process. As allowed under the Purchasing Ordinance it provides the City with the security of knowing that the price paid for the products would be competitive and fair.

As a result of this process, Spacesaver Intermountain, LLC received the highest point total from the committee as a whole. This recommendation was based upon the cumulative results of the selection process as best value, most qualified to accommodate the special needs of the locker room users ongoing operations and confidence in performing and

providing the best system.

Staff received an inquiry from one of the vendors that participated in the process regarding the pending purchase of shelving from Spacesaver. Staff responded to the inquiry and informed the vendor that the process used to select and purchase the shelving conforms to the National City Purchasing Ordinance.

***Method of Award***

The National City Purchasing Ordinance provides for the purchase of items other than through the traditional formal bidding procedures.

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

The National Joint Powers Alliance is similar to the California Multiple Award Schedule (CMAS) in that vendors have contracts in place that have already been competitively bid and awarded to a governmental agency. Spacesaver is a current Sourcewell, formally NJPA vendor and National City is a current member. The Spacesaver contract number is 031715-KII and the City of National City member ID is 49135. By taking advantage of Cooperative Purchasing, the City is able to use prices that were that were established through a competitive bidding process that is consistent with the city's procurement procedures as well as avoid the time and expense of going through a formal bid procedure.

***Proposed Purchase Order Price***

The current price proposed by Spacesaver for the complete shelving system in place is \$228,147.65 per Sourcewell (NJPA) Contract #031715-KII.

***Avoided Costs***

Under a formal bid process the typical cost for providing a layout and bidding this purchase is estimated at 10% of the ultimate purchase price. Additionally, as mentioned above, due to peculiarities between each manufacturer the final layout would most

certainly change resulting in unknown extra costs. If City Council directs Engineering staff to publicly bid out the police locker system, it is important to understand the schedule impact on the overall Police Department project. The project would have to be re-bid to include the locker system and specifications, and that would delay the beginning of construction by approximately three months. We understand the Police Department needs the improvements urgently.

***Staff Recommendations***

Staff recommends the City Council of the City of National City authorize, 1) the City (Buyer) to utilize cooperative purchasing established through Sourcewell, formally the National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase customized mobile shelving from Spacesaver Intermountain, LLC, based on their contract 031715-Kil with Sourcewell (NJPA); and 2) the Mayor to execute an Agreement with Spacesaver Intermountain, LLC, to purchase and install customized mobile shelving to expand capacity in the Police Department Evidence Room, in an amount not to exceed \$228,147.65.

**ATTACHMENT "B"**



**Proposal**  
 Spacesaver Intermountain, LLC  
 249 South 400 East  
 Salt Lake City, UT 84111

Quote/Order No	78683
Date	05/24/2019
Customer PO No	
Customer Account	NATIONAL CITY
Sales Associate	LINDA SUAREZ
Project Number	
Page	1 of 2

T NATIONAL CITY  
 O 1243 NATIONAL CITY BOULEVARD  
 NATIONAL CITY, CA 91950-4301  
  
 ATTN: ACCOUNTS PAYABLE

S NATIONAL CITY  
 H 1243 NATIONAL CITY BOULEVARD  
 I NATIONAL CITY, CA 91950-4301  
 P  
  
 T ATTN: ACCOUNTS PAYABLE  
 O

Prepared for : LINDA SUAREZ

Group	Description	Extended Amount
Locker	Spacesaver Freestyle locker as per drawing dated 3-7-2019.  Men's locker room 92 lockers and 4 ADA lockers for a total of 98 Women's locker room 24 lockers and 1 ADA locker for a total of 25 lockers  Each locker includes sloped tops, Electrical (1) outlet, modular shelf, hanger shelf, adjustable shelf, 2 hooks, Drawer with bench, body armor shelf in drawer. Each locker will have a single door with hasp lock. Chimney to cover Duct work  Price includes delivery and installation.  Above price meet the 2018 Sourcewell (formerly NJPA) - Contract No. 031715-KII	215,337.61

SUB TOTAL:	\$215,337.61
SALES TAX:	12,810.04
<b>GRAND TOTAL:</b>	<b>228,147.65</b>

Buyer agrees to purchase the goods and services described on this and all preceding pages, in accordance with the TERMS AND CONDITIONS on the following page, including but not limited to the "Payment" and "Default, Interest and Fees" provisions. This proposal is only an offer to purchase and is not binding upon the SELLER until accepted by the SELLER in writing. This proposal is valid for 30 days unless noted otherwise. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# Proposal

Spacesaver Intermountain, LLC  
249 South 400 East  
Salt Lake City, UT 84111

Quote/Order No	78683
Date	05/24/2019
Customer PO No	
Customer Account	NATIONAL CITY
Sales Associate	LINDA SUAREZ
Project Number	
Page	2 of 2

## SPACESAVER INTERMOUNTAIN, LLC TERMS AND CONDITIONS

### PAYMENT

Merchandise will be invoiced upon delivery. If there is to be more than one delivery of merchandise, an invoice will be issued upon the first delivery. Buyer agrees to pay each invoice within ten days of the invoice date. No payment shall be withheld on any invoice because partial delivery of the entire order. Any security deposit is non-refundable. If payments are in default, Spacesaver Intermountain, LLC (SI) shall have the option of declaring the remaining unpaid purchase price due and payable and may elect to recover merchandise and take judgment for deficiency after public or private sale including interest, collection costs and attorney fees.

### SECURITY INTEREST

Buyer hereby grants Spacesaver Intermountain, LLC a security interest in all merchandise sold under this order to secure full payment of the purchase price and all other obligations of Buyer under this agreement. A copy of this agreement may be filed as a financing statement. Buyer's signature hereon authorizes SI to execute such financing statements on Buyer's behalf as may be required by the State.

### INSTALLATION DATE

(a) The installation date is agreed upon for the purpose of specifying delivery dates of merchandise ordered from manufacturers. Although SI will use its best efforts to expedite timely delivery, it cannot guarantee that merchandise will arrive from manufacturers as specified, and SI shall not be liable for ordered merchandise not arriving timely.  
(b) Buyer shall provide or pay for all storage of ordered merchandise necessary after the Installation Date, and for all costs of moving such merchandise to and from storage after the Installation Date.

### INSTALLATION TERMS

Delivery and Installation shall be made by SI personnel, or its subcontractor, during normal working hours or at other hours by special arrangement. Buyer shall pay additional labor costs resulting from off-hour or overtime work performed at Buyer's request or from required use of labor other than SI personnel or its authorized subcontractor. Buyer shall provide, at Buyer's cost, electricity, heat, hoisting and elevator service and adequate facilities for off-loading, staging, moving and handling of merchandise. The job site shall be clean and free of obstruction for installation. Finished floor coverings (ie. carpet, tile, etc.) must be removed and subfloor clear and free for grouted mobile rail installation. Buyer shall pay any special packaging or handling costs not contained in the specifications.

### INSURANCE AND RISK OF LOSS

All risk of loss shall pass from SI to Buyer upon delivery of merchandise to Buyer or upon delivery of merchandise into storage for the account of Buyer after the installation date, whichever comes first. For the purposes of this paragraph five only, the term "merchandise" shall include any property owned by or under control of SI delivered to or for the benefit of Buyer, whether purchased by Buyer or delivered to Buyer on approval. Buyer shall carry fire and casualty insurance in an amount sufficient to insure the value of the merchandise at the delivery site or at the storage site.

### TAXES AND FREIGHT

Prices do not include any applicable sales, use, excise, or other taxes which, if applicable, Buyer shall pay and which shall be added to the sales price at time of invoicing. Buyers exempt from taxes shall furnish certificates of exemption upon execution of this agreement. Freight charges are F.O.B. job site unless otherwise indicated.

### CANCELLATION AND CHANGES

This agreement, once executed by SI and Buyer, cannot be cancelled or modified except by a writing signed by both parties. Changes made in the agreement which result in increased charges shall be for the account of the Buyer. In the event SI agrees to a return, a cancellation fee equal to 40% of the purchase price will be assessed. No storage products or other specially ordered items can be cancelled or returned after the manufacturer begins production. Prices and quantities of storage products and other items measured from blueprints or otherwise estimated are subject to change upon field measurement at the expense of the Buyer.

### FLOORS

BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Finished floor coverings are not included unless otherwise noted.

### SURVEYS, PERMITS, AND REGULATIONS

BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by Spacesaver Intermountain, LLC, except if stated otherwise.

### WARRANTIES AND CLAIMS

(a) SI warrants for a period of one year from delivery that the manufacturer is free from defects in workmanship and materials, and that it will repair or replace defective merchandise, at its cost, within a reasonable time, subject to availability of replacement merchandise. No other warranties, expressed or implied, are granted hereunder. No warranty in addition to the foregoing expressed warranties, whether expressed or implied, made by any employee or agent of SI shall be valid unless reduced to writing and signed by an officer of SI. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS LIMITED TO THE PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY.  
(b) Buyer shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warranty claims for latent defects not discoverable upon reasonable inspection must be made in writing within the warranty period.

### DEFAULT, INTEREST AND FEES

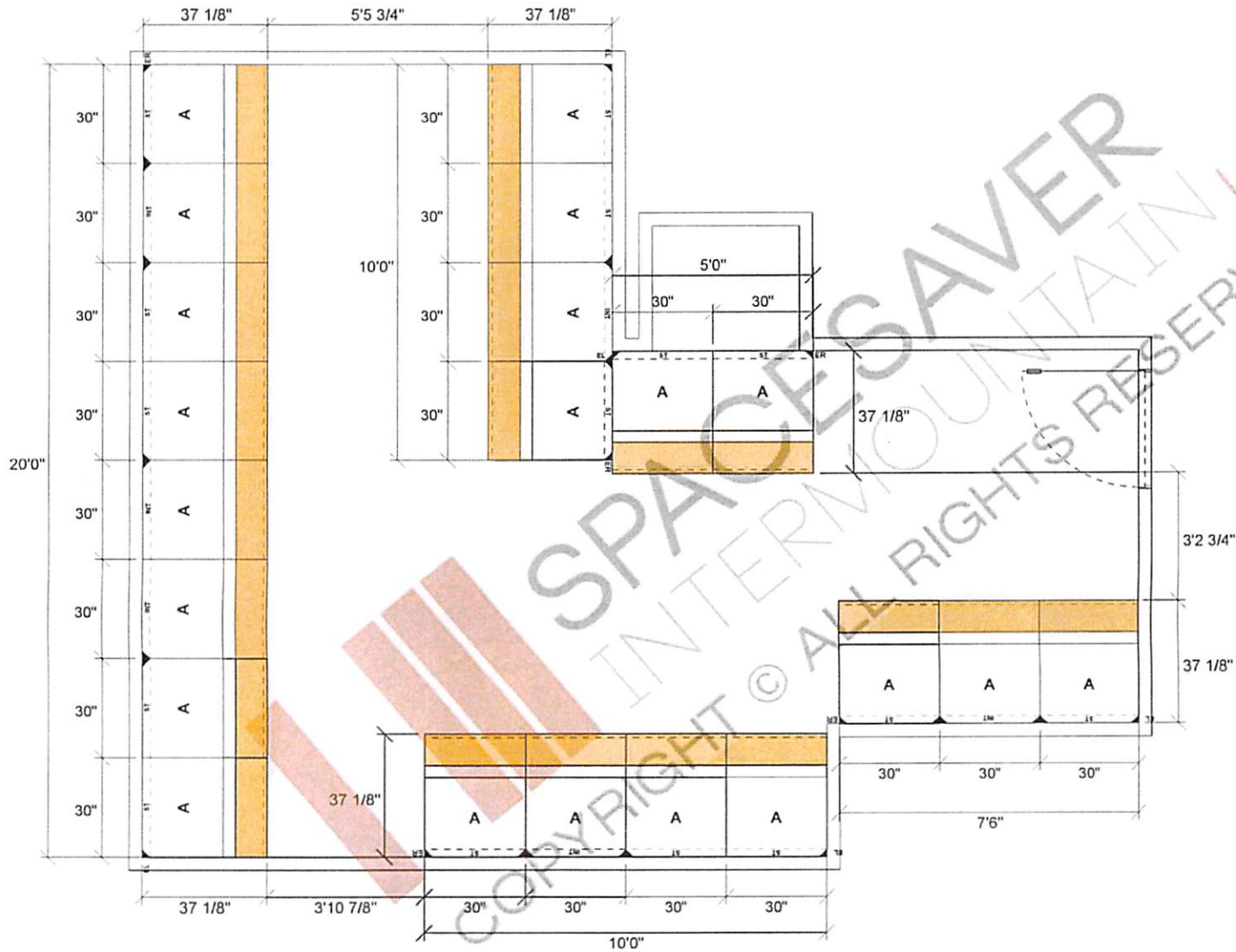
Buyer shall pay interest at the rate of 18% per annum on all payments in default, and shall pay all reasonable costs, expenses and attorneys' fees incurred by SI in enforcing the terms of this agreement.

### ENTIRE AGREEMENT; CONTROLLING LAW

This agreement constitutes the entire agreement between the parties. Buyer is relying solely upon the terms of this agreement, and not upon any oral or written statements, whether of SI, its officers, employees or agents, of any manufacturer, or any other person whatsoever on entering into this agreement. This agreement shall be interpreted and enforced under the laws of the State of Utah.

I have read and understand these terms and conditions: \_\_\_\_\_

ATTACHMENT "C"



Plan View



249 South 400 East (801) 363-5882 main  
 Salt Lake City, UT 84111 (801) 359-4326 fax

www.spacesaverIM.com

Project Name:

**National City Police**

Project #:  
78683

Drawn by:  
Melea E.

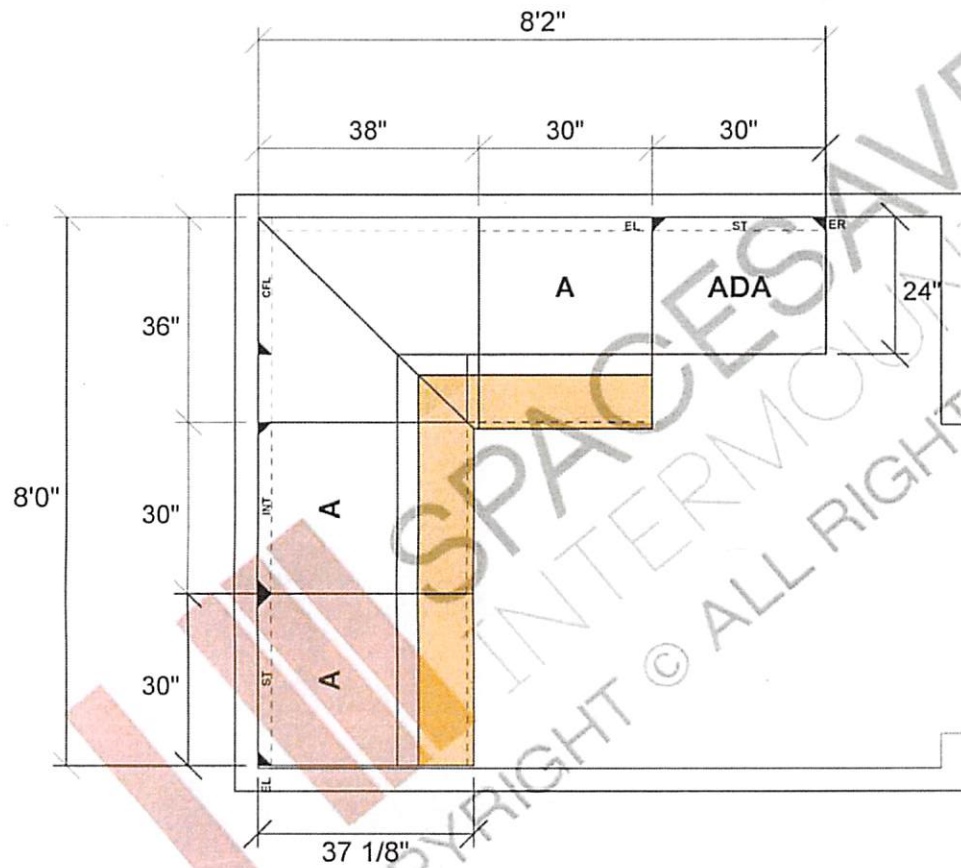
Date Printed:  
01/23/2019

Scale  
1/4" = 1'

Rev level:

APPROVAL  
This drawing Approved By:

Dated \_\_\_\_\_



Plan View



249 South 400 East (801) 363-5882 main  
Salt Lake City, UT 84111 (801) 359-4326 fax

www.SpacesaverIM.com

Project Name:

**National City Police**

Project #:  
78683

Drawn by:  
Melea E.

Date Printed:  
01/23/2019

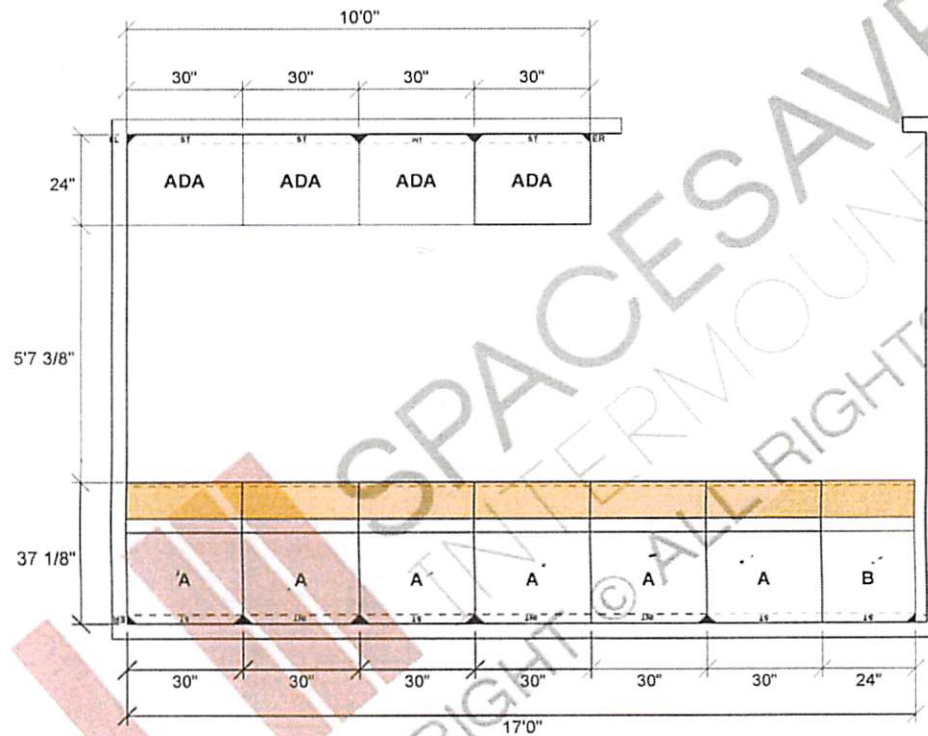
Scale  
3/8" = 1'

Rev level:

APPROVAL  
This drawing Approved By:

Dated \_\_\_\_\_





Plan View



249 South 400 East (801) 363-5882 main  
Salt Lake City, UT 84111 (801) 359-4326 fax

www.SpacesaverIM.com

Project Name:

**National City Police**

Project #:  
78683

Drawn by:  
Melea E.

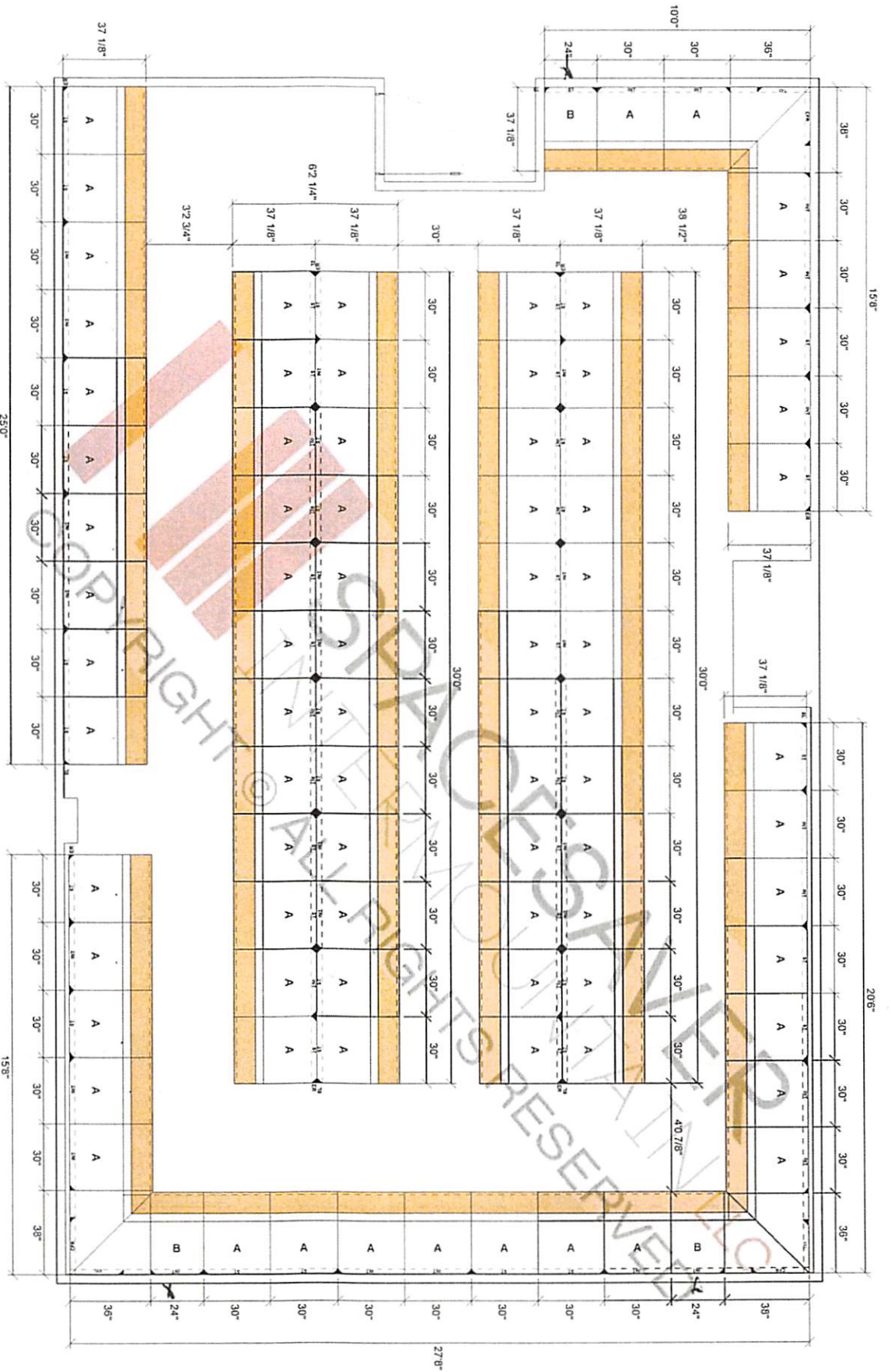
Date Printed:  
01/23/2019

Scale  
1/4" = 1'

Rev level:

APPROVAL  
This drawing Approved By:

Dated \_\_\_\_\_



Plan View



249 South 400 East  
 Salt Lake City, UT 84111

(801) 363-5882 main  
 (801) 359-4326 fax

www.spacesaverim.com

Project Name:  
**National City Police**

Project #:  
 78683

Drawn by:  
 Melea E.

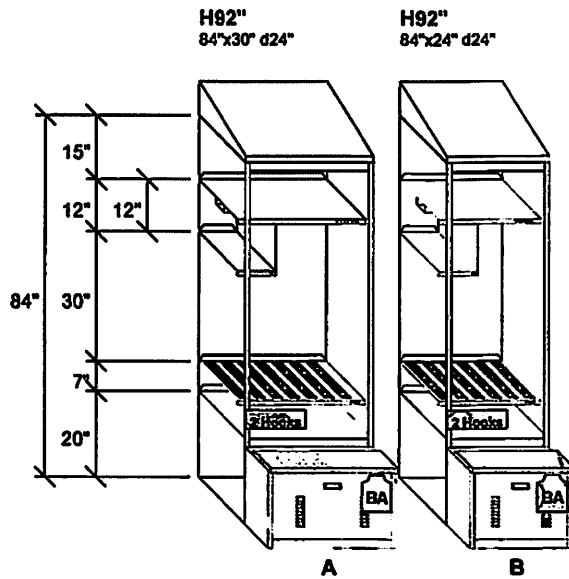
Date Printed:  
 01/23/2019

Scale  
 3/16" = 1'

Rev level:

APPROVAL  
 This drawing Approved By:

Dated \_\_\_\_\_



### FreeStyle Lockers w/ Bench

- Sloped Tops w/ HVAC Chimney
- Electrical
- Modular Shelf
- Hanger Shelf
- Adjustable Perforated Shelf
- Two Hooks on Door
- Hasp Lock
- Body Armor Ventilation Rack in Drawer

### Elevations

**SPACESAVER**  
INTERMOUNTAIN LLC

249 South 400 East (801) 363-6882 main  
Salt Lake City, UT 84111 (801) 359-4326 fax

www.spacesaverIM.com

Project Name:  
**National City Police**

Project #:  
**78683**

Drawn by:  
**Melea E.**

Date Printed:  
**01/09/2019**

Scale  
**3/8" = 1"**

Rev level:

APPROVAL  
This drawing Approved By:

Dated:

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**ATTACHMENT "D"**

**ORDINANCE NO. 2005 – 2262**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
AMENDING THE NATIONAL CITY MUNICIPAL CODE  
BY AMENDING CHAPTER 2.60 PERTAINING TO  
PUBLIC CONTRACTS AND PURCHASING SYSTEM**

**BE IT ORDAINED** by the City Council of the City of National City that the National City Municipal Code is amended as follows:

**Section 1.** That Chapter 2.60 is amended in its entirety to read as follows:

**Chapter 2.60**

**PUBLIC CONTRACTS AND PURCHASING SYSTEM**

**Sections:**

- 2.60.010 Purpose and Intent**
- 2.60.020 Authority of city manager—approval authority**
- 2.60.030 Purchasing agent—Designation—Authority**
- 2.60.035 Establishment of bid limits and contracting and award authority**
- 2.60.040 Purchasing agent—Powers and duties**
- 2.60.050 Exceptions to centralized purchasing**
- 2.60.060 Estimates of requirements**
- 2.60.070 Requisitions**
- 2.60.080 Purchase order—Encumbrance of funds**
- 2.60.090 Standardization of supplies**
- 2.60.100 Unauthorized purchases**
- 2.60.110 Formal bidding procedure—Generally**
- 2.60.115 Procurement Specifications and "Brand names"**
- 2.60.120 Formal bidding procedure—Notice inviting bids**
- 2.60.130 Formal bidding procedure—Bidder's list**
- 2.60.140 Formal bidding procedure—Bidder's security**
- 2.60.150 Formal bidding procedure—Bid opening**
- 2.60.160 Formal bidding procedure—Compilation of bids and recommendations**
- 2.60.165 Protests**
- 2.60.170 Formal bidding procedure— Action following recommendation**

- 2.60.180 Formal bidding procedure-- Rejection of bids
- 2.60.190 Formal bidding procedure--Tie bids
- 2.60.200 Formal bidding procedure--Performance bond
- 2.60.210 Open market procedure--Used when--Informal bidding required
- 2.60.220 Open market procedure--Exception to bidding requirements
- 2.60.230 Emergency purchases--By purchasing agent--Emergency defined
- 2.60.240 Emergency purchases--Civil defense and disaster
- 2.60.250 Services, supplies and equipment not governed by this chapter
- 2.60.260 Cooperative purchasing
- 2.60.270 Authorization and change orders for professional services agreements and public works contracts, and for previously authorized procurements
- 2.60.280 Periodic review and Index Adjustments

**2.60.010 Purpose and Intent.** The City Council adopts a public contract and purchasing system through this chapter in order to establish efficient procedures for the purchase of supplies, equipment, materials and professional and other services at the lowest possible cost at the best value commensurate with the quality needed, to exercise positive financial control and assure quality of procurement and to clearly define the authority for purchasing and contracting functions.

**2.60.020 Authority of city manager—Establishment of contracting authority.**

A. Centralized purchasing and contracting is established under the authority of the city manager for the purchase of supplies, equipment and professional and other services. The city manager shall have and may exercise all authority delegated in this chapter, and may further approve alternate methods of procurement on a trial basis and recommend changes to the city council regarding the city's procurement methods.

B. The city manager shall have the authority to approve and execute contracts and awards as set forth in section 2.60.035.

**2.60.030 Purchasing agent--Designation—Contracting Authority.**

A. Through the city manager, a purchasing agent may be designated to purchase supplies, equipment and services pursuant to this chapter on behalf of the city. The purchasing agent may assign employees to perform the functions and duties provided for in this chapter, with the concurrence of the city manager.

B. Under the direction of the city manager, the purchasing agent shall have the authority to approve and execute contracts and awards as set forth in section 2.60.035.

**2.60.035 Establishment of bid limits and contracting and award authority.**

A. Formal bid limits and requirements are established for purchases and contracts exceeding twenty-five thousand dollars (\$25,000.00). Informal bid limits are established for purchases and contracts exceeding two thousand five hundred dollars (\$2,500.00).

B. The city manager shall have the authority to approve, execute and award purchases and contracts not exceeding twenty-five thousand dollars (\$25,000.00). The purchasing agent shall have the authority to approve, execute and award purchases and contracts not exceeding fifteen thousand dollars (\$15,000.00). The City Council shall, by resolution, approve all purchases and contracts exceeding twenty-five thousand dollars (\$25,000.00).

C. Bid limits and approval authority may be increased as provided in section 2.60.280, when approved pursuant to Ordinance.

**2.60.040 Purchasing agent—Powers and duties.** The purchasing agent shall have the following powers and duties:

A. Negotiate, purchase and obtain supplies, contractual services and equipment used by the city in accordance with city and state law and the various rules, regulations and authority currently or previously prescribed by the city manager and city council;

B. Procure for the city the needed quality in supplies, services and equipment at the best value to the city, utilizing such technical or functional specifications, or combination, as will best meet the city's requirements;

C. Discourage uniform bidding and endeavor to obtain full and open competition on all purchases;

D. Prepare and recommend to the city manager rules and regulations governing purchase of supplies, services and equipment for the city, and revisions as necessary;

E. Keep informed of current developments in the field of purchasing, pricing, market conditions and new products, and secure for the city the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses and organizations;

F. Prescribe and maintain such forms as are reasonably necessary for the operation of the purchasing system, and utilize electronic data processing and technology in the administration and discharge of procurement and contracting duties;

G. Prepare and maintain a vendors' catalog file, or, as appropriate, utilize and maintain electronic database files and the Internet media for procurement;

H. Exercise proprietary review over all purchases and make recommendations to the city manager as appropriate.

I. Utilize electronic data management systems and programs in coordination with the finance and information management directors for requisition, invoice management and payment.

J. Promulgate rules and procedures as may be necessary to implement this Chapter.

**2.60.050. Exceptions to centralized purchasing.** The purchasing agent, when authorized by the city manager, may authorize a department to directly purchase supplies and equipment when such purchases may be made more advantageously or expeditiously by the respective department.

**2.60.060 Estimates of requirements.** The purchasing agent may request all using city departments or offices to file detailed estimates of their anticipated requirements in order to take advantage of volume or selective buying.

**2.60.070 Requisitions.** City departments or offices shall submit requests for supplies, equipment and services to the purchasing agent on standard requisition forms prescribed by the purchasing agent. The purchasing agent shall examine each requisition and estimate and shall have the authority to revise it as to quantity, quality or estimated cost; provided, however, that any change in quality does not vary substantially from the standards of the using department or office.

**2.60.080 Purchase order--Encumbrance of funds.** Except in cases of emergency or when otherwise authorized by the city manager, all purchases, other than those made pursuant to section 2.60.050, shall be made by purchase order issued by the purchasing agent upon certification that:

A. There is to the credit of each using department concerned a sufficient unencumbered appropriated balance in excess of all unpaid obligations to defray the amount of the order; or,

B. The order is provided for in the budget of the using department or has been approved by city council resolution; or,

C. Purchases of capital equipment and assets or services, if not provided for in the budget, have been previously approved by city council resolution.

**2.60.090 Standardization of supplies.** The purchasing agent shall standardize procurement of supplies, equipment and material in cooperation with using departments.

**2.60.100 Unauthorized purchases.** No city officer or employee shall order or purchase any supplies, equipment, materials or contractual services or make any contract within the purview of this chapter, except in accordance with the provisions of this chapter, the regulations and procedures established thereunder and the approval of the purchasing agent. Any purchase or contract made contrary to this chapter is null and void.

**2.60.110 Formal bidding procedure--Generally.** A. Except as provided in sections 2.60.110 (B) or 2.60.230, all city purchases exceeding the formal bid limit, as adjusted pursuant to section 2.60.280, shall be purchased only after a formal competitive bid process by formal written contract with the lowest responsible bidder submitting the best responsive bid, after due notice inviting bids.

B. Formal competitive bidding may be waived by the city council, or the city manager within the limits of contracting authority, where it has been determined that: 1) competitive bidding is or would be impractical or impossible; 2) the circumstances are such that no obvious, ascertainable advantage to the city could result; or, 3) in the case of technology and computer systems and software acquisition, delay would unduly impair or jeopardize the city's ability to efficiently operate its data management systems.

**2.60.115 Procurement Specifications and "Brand names".**

A. The purchasing agent shall ensure that the procurement of city systems and equipment is made by technical or functional specifications, or such combination thereof as the purchasing agent shall determine will best meet particular functional needs or objectives required by the city. The requesting department shall be responsible for preparing adequate specifications, with the assistance of the purchasing agent when necessary.

B. Specifications shall normally describe a system or commodity in terms of its dimensions, physical characteristics, performance criteria, system compatibility, maintenance objectives and requirements, adaptability criteria, and any other factors that will allow a particular item to be offered by a vendor at a stated price. Specifications may include reference to a brand name and type or model for illustrative purposes on an "or equal" basis. When described in an "or equal" manner, the description shall be construed as a term of specification which describes an item or component that has been evaluated by the city as best meeting the specific operational, design, performance, maintenance, quality, compatibility or reliability standards and requirements of the city, thereby incorporating these requirements by reference within the specification. Whenever possible, at least two brand names should be used for specification purposes, followed by the words "or equal". Exceptions to an "or equal" designation are permissible for replacement parts, for testing and evaluation purposes, or for system compatibility. A bid offering an equivalent ("or equal") shall be subject to evaluation by the city prior to award that the item meets the city's requirements. Any product testing shall be at the bidder's expense, and the burden shall be on the bidder to establish that the item meets the city's needs. The city reserves the right in its absolute and sole discretion to reject a proposed item that does not meet city requirements.

C. Functional specifications may be issued to allow for a particular operational or functional need to be best met by current technology, without the need for specific description of each component. Specifications shall include, as applicable, the particular functions to be served or the results to be obtained, operational requirements, any fiscal, mechanical or structural constraints, and the operating environment.

**2.60.120 Formal bidding procedure--Notice inviting bids.** When formal bidding is required, a notice inviting bids for city specifications shall be published by the purchasing agent at least ten calendar days before the date set for the receipt of bids designated in the notice. All notices shall be published by the purchasing agent in a commercially reasonable manner, using any appropriate mediums of printed or electronic commerce which, in the opinion of the purchasing agent, are reasonably likely to ensure an optimum bidding process.

**2.60.130 Formal bidding procedure--Bidder's list.** The purchasing agent shall also solicit bids from all responsible prospective suppliers who have requested to be placed on a bidder's list. The bidder's list may be kept in an electronic format.



**2.60.140 Formal bidding procedure--Bidder's security.** The purchasing agent may require each bidder to post security in a predetermined amount in cash, certified or cashier's check, surety bond or in any other form of security approved by the city attorney. If a bidder's security is required, no bid shall be considered submitted until the required security is submitted therewith. All bidders' security is refundable, except that a successful bidder shall forfeit the deposited security if the bidder fails to execute a contract within ten calendar days after notice of award has been mailed or given, or fails to otherwise complete the transaction.

**2.60.150 Formal bidding procedure--Bid opening.** Bids shall be submitted to the purchasing agent or designate. Bids may be opened in public, when so designated by the purchasing agent in the public notices. All bids must be signed by an authorized signatory of the bidder. The purchasing agent may accept electronic or facsimile signatures on electronically submitted bids, when followed up by receipt of an original signature.

**2.60.160 Formal bidding procedure--Compilation of bids and recommendations.** A. The purchasing agent shall compile the bids and submit them to the city manager together with a recommendation for award, taking into consideration any recommendation of the department head involved, the amount of bid, compliance with specifications, the responsibility of bidder, and any other factors that determine the best value and optimum procurement for the city. In determining the responsibility of the bidder to perform and provide best value, the purchasing agent will be guided by, but not be limited to, a consideration of the following factors:

1. The experience of the city in dealing with the bidder;
2. The experience of other governmental agencies in their previous transactions with the bidder;
3. Knowledge of the quality and fitness of the product offered by the bidder, substantiated by reports of using departments within the city or other governmental agencies, whenever possible;
4. The availability of options to renew contracts for continuing purchases at the same bid price, in those circumstances where price increases are expected or have been experienced in the past;
5. A determination as to whether the quoted price represents "best value" for the city, and is both realistic and feasible in terms of vendor performance and potential city satisfaction. "Best value" shall include consideration of sales tax rebate, when applicable, warranty protection, costs of maintenance and availability of parts and services.

B. Within the limits of their contracting authority, the city manager or the purchasing agent may reject any or all bids or accept a part of a bid for any one or more commodities or contractual services included in the proposed contract, when it is determined that the public interest will be best served thereby. The purchasing agent may waive any irregularity in bid submission when it is in the best interests of the city to do so.

C. Upon compliance with the formal competitive bidding process, the city manager is authorized to award and execute contracts within established approval authority, and any contracts exceeding that authority for a procurement previously authorized in the budget or by resolution of the city council.

D. The city manager shall forward the compilation of bids and recommendations with respect to any awards exceeding his or her authority to the city council for review and award.

E. Documents submitted by bidders shall not be available for public review until the purchasing agent or city manager awards the contract, or a recommendation is forwarded by the city manager to the city council for award.

**2.60.165 Protests.** Protests concerning an award or proposed award may be presented by an unsuccessful bidder to the purchasing agent in writing, only within the five days following the announcement of award or the bid opening, whichever shall occur last. Any protest filed after that time shall be invalid and shall be disregarded. A protesting bidder must submit complete supporting documentation at the time of protest. The purchasing agent shall determine whether the protest is justified, and may either amend or rescind the award, if justified, and take no action when the protest is not justified. The decision of the purchasing agent shall be final regarding the recommendation for the award of the contract, except that the city manager may review and take further action on any timely filed protest, or forward the protest to the city council when authority for award rests with the council.

**2.60.170 Formal bidding procedure-- Action following recommendation.** The city council, or the city manager within authorized limits, may award a contract to the lowest responsible bidder submitting the best value bid that optimally meets the city's criteria in all respects. The decision to select the lowest responsible bidder shall be administratively final at the level where the award of the contract is authorized.

**2.60.180 Formal bidding procedure-- Rejection of bids.** The city council, or the city manager within authorized limits, may reject any or all bids and authorize the re-advertising of bids or, in the alternative, purchase commodities or services pursuant to the open market procedure set forth herein, when any of the following circumstances are found to exist:

A. That the supplies or services may be purchased at less cost in the open market;

B. That the services or supplies are urgently required for the preservation of life, health or property or that the public interest would be best served by using the open market procedure; or,

C. That the city manager within contracting authority, or the city council by resolution, has determined that it is in the city's best interests to do so.

**2.60.190 Formal bidding procedure--Tie bids.** In the event two or more bids are received which are for the same total amount or unit price and in all other respects are equal, the contract may be awarded to a local bidder, or by draw when there is no local bidder or more than one local bidder is available.

**2.60.200 Formal bidding procedure--Performance bond or security.** The purchasing agent may require a performance bond or other form of security in an amount reasonably necessary to protect the best interests of the city. If a performance bond or security is required, the form and amount shall be described in the notice inviting bids.

**2.60.210 Open market procedure--Used when informal bidding required.**

Purchases of supplies, services and equipment of an estimated value not exceeding the formal bid limit, as adjusted pursuant to section 2.60.280, may be made by the purchasing agent in the open market without observing the formal bidding procedure prescribed in Section 2.60.110 through 2.60.200. However, informal bidding shall be required, and, whenever practicable, shall be based on at least three bids, and be awarded to the lowest responsible bidder submitting in all respects the best bid for best value. When it is not practicable or possible to obtain bids from at least three vendors, the purchasing agent may then select the lowest responsible bid from those available and qualified vendors submitting responsive bids. The purchasing agent may solicit bids by direct mail request to prospective vendors, by telephone, by public notice on a bulletin board in the civic center, by any feasible electronic medium, or by any combination of the preceding. The purchasing agent shall keep a record of all purchases in accordance with the city records retention schedule, and such records shall be open to public inspection.

**2.60.220 Open market procedure--Exception to bidding requirements.** In any of the following instances, the city manager or purchasing agent may dispense with the requirements of bidding when any of the following applies, provided the circumstances are completely documented:

- A. The estimated amount involved is less than the informal bid limit;
- B. The commodity, regardless of value, can be obtained from only one source. Sole source procurements may be used when there is only one source from which a particular commodity is available and there is no adequate substitute. Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet an urgent city procurement need.
- C. The commodity or service to be procured, regardless of value, is required to integrate with or be compatible with existing furnishings, materials, systems, programs or equipment and the procurement can be timely made from a manufacturer or supplier who previously satisfactorily supplied the particular commodity or service.
- D. The purchasing agent or city manager within the limits of contracting authority, or the city council by resolution, determines by best business judgment that due to special circumstances it is to the city's best interest to purchase a commodity directly or enter into a contract without compliance with the bidding procedure; or,
- E. Due to the exigencies and availability of state and federal grants, immediate action is necessary to take advantage and allow receipt of those grants for procurement of equipment, materials or services, and compliance with the normal time limits established within this chapter would therefore be impossible or impracticable;

provided, however, that the city manager shall notify the council at the first available opportunity thereafter; or,

F. A particular type or make of commodity, furnishing, and type of material, system or equipment has been standardized by the city manager or city council by written directive or resolution.

**2.60.230 Emergency purchases—Emergency defined.** A. In case of an emergency which requires immediate purchase of supplies, materials, equipment or contractual services, the city manager may authorize the purchasing agent to secure in the open market at the lowest obtainable price any supplies, materials, equipment or contractual services, regardless of the amount of the expenditure, provided, however, that any expenditure exceeding the city manager's established approval authority shall be later ratified by resolution of the city council after the emergency is resolved.

B. In case of emergency, and when the prior consent of the purchasing agent or city manager is impracticable, any using department may purchase directly any supplies, materials or equipment without competitive bid, provided that the immediate procurement is essential to prevent delays in the work of the using department which may affect the life, health or convenience of citizens. The head of the using department shall send the purchasing agent a requisition and a copy of the delivery record, together with a full written explanation of the circumstances of the emergency as soon as the emergency has been resolved, which shall thereafter be filed by the purchasing agent as a permanent public record of the purchase. The city manager's signature shall be required on all procurements exceeding the formal bid limit, and the city council's action by way of ratification shall be required for all procurements exceeding the city manager's authority.

C. Determination of an "emergency" under this section shall be defined as any breakdown in machinery or equipment, the interruption of an essential service, or any threat to public health, safety or welfare. Determination of emergency shall not require a formal proclamation, but shall be based upon the sound judgment and discretion of the city manager or purchasing agent, as applicable.

**2.60.240 Emergency purchases—Civil defense and disaster.** Nothing contained herein shall limit the authority of the director of emergency services to make emergency purchases and take such other emergency steps as are or may be authorized by the city council

**2.60.250 Services, supplies and equipment not governed by this chapter.** The following services, supplies and equipment shall not be subject to the competitive bidding provisions of this chapter, except that the procurement and contracting authority based on the monetary limits specified in this chapter shall also be applicable to the authority to execute contracts for such procurements.

A. "Public projects" as defined in Section 20161 of the California State Public Contract Code;

B. Utility services and related charges;

C. Work or services performed by another public or quasi-public entity;

D. Real property purchases and related title and escrow fees;

- E. Credit card purchases of gasoline, oil or emergency automotive needs;
- F. Transportation and freight charges when not specifically included on a purchase order;
- G. Insurance and bond premiums;
- H. Advertising;
- I. Real property leases;
- J. Demolition or abatement of dangerous structures or hazardous or unsafe conditions; or,
- K. Professional services agreements governed by section 2.60.270.

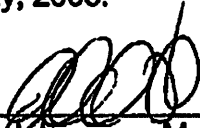
**2.60.260 Cooperative purchasing.** The purchasing agent shall have authority to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing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

**2.60.270 Authorization and change orders for professional services agreements and public works contracts, and for previously authorized procurements.** In addition to the authority granted for procurement of supplies and equipment, the city manager is authorized to execute public works contracts, agreements for professional services for architectural, engineering, environmental, land surveying or construction project management pursuant to Section 4526 of the Government Code, and agreements for services of other professionals required for the proper, efficient administration of the city. The city manager shall approve and execute all contracts according to the limits of the manager's approval authority established in section 2.60.035, and may approve change orders for previously authorized procurements of supplies and equipment, professional services agreements, and public works contracts in amounts not exceeding an aggregate of ten percent (10%) over the original authorized contract price or the limits established in section 2.60.035 for the city manager, whichever is greater, without prior city council approval. Engagement of qualifying professional vendors shall be based upon demonstrated competence and the qualifications necessary for the satisfactory performance of the city's requirements in accordance with the procedures set forth in the document entitled "Procedures for Selection of Professional Services Firms" on file in the office of the city clerk.


**2.60.280 Periodic review and Index Adjustment.** The bid limits for formal and informal bidding and award and the authority of the city manager and purchasing agent may be adjusted annually in response to the San Diego-All Urban Consumers Consumer Price Index (CPI). The purchasing agent shall calculate the effect of the cumulative change in the CPI to authorized bid limits. Adjustments to the formal bid limit will be made in five thousand dollar increments whenever the calculated value

exceeds a previously set limit by more than twenty-five hundred dollars. Adjustments to the informal bid limit will be made by one thousand dollar increments whenever the calculated value exceeds a previously set bid limit by more than five hundred dollars. The contracting authority of the city manager and purchasing agent and other limits set forth in this chapter may be adjusted upwards accordingly, pursuant to Ordinance.


PASSED and ADOPTED this 3<sup>rd</sup> day of May, 2005.

  
\_\_\_\_\_  
Nick Inzunza, Mayor

ATTEST:

  
\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
George H. Eiser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California, on May 3, 2005, by the following vote, to-wit:

Ayes: Councilmembers Inzunza, Morrison, Natividad, Parra, Zarate.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY:

NICK INZUNZA

Mayor of the City of National City, California



*Richard J. Ballo*

City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally adopted until seven calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on April 19, 2005, and on May 3, 2005.

I FURTHER CERTIFY THAT said ordinance was read in full prior to its final passage or that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

I FURTHER CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. 2005-2262 of the City Council of the City of National City, passed and adopted by the Council of said City on May 3, 2005.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

## **"PROCEDURES FOR SELECTION OF PROFESSIONAL SERVICES FIRMS"**

### **I. BACKGROUND**

Professional consultants are retained by a public agency to augment the agency's professional capabilities during peak workload periods or other critical periods and/or to provide specialized services not presently available to the agency. The procedure to evaluate the need for and selection of consultants should be standardized to insure the product of service is of the highest quality in relation to available funding.

Consultant services may be performed by individuals licensed by the State of California (such as, Architects, Land Surveyors, Civil, Mechanical or Electrical Engineers, Engineering Geologist, etc.) or by individuals for which such licensing is not a requirement.

### **II. PURPOSE**

This regulation establishes policies and procedures governing the selection of professional consultants in the performance of the City work.

This policy is issued so that the City may continue to recognize and maintain the professional status of those offering professional services. It embodies the standards, accepted procedures and ethics of the national and local societies and organizations of those professionals which will be required to provide services to the City of National City.

### **III. POLICY**

It is the City's policy to award contracts for professional services of architects, landscape architects, designers, licensed engineers, surveyors, and construction managers to the firm or individual professional found best qualified to perform such contract at a fair and reasonable cost, and to comply with the letter and spirit of public contract laws.

Historically and universally, many professional societies have resisted the practice of bidding to provide services. Such a practice implies that the consideration of price rather than quality and service may be a predominant factor in the selection of the consultant.

While equipment and construction work (complying with comprehensive specifications) is usually purchased on the basis of competitive bids, it is not reasonable to apply the same procedures for obtaining professional services. A client that "buys" professional services by competitive bid has no realistic basis on which to compare the value of what he will obtain. It is not in the public interest, therefore, to solicit bids for such services.



Professionals have unique expertise in their own disciplines based upon working relationships with many clients with widely differing approaches to problem solving. Each has encountered many and varied problems which provide for a vast accumulation of data and information based upon actual experience. This knowledge and experience is often directed in a specialized area. Payment of a reasonable and adequate fee for such knowledge and experience assures the recipient of a comprehensive and technically satisfactory professional service.

It shall be the policy of the City to negotiate agreements for professional consulting services on the basis of demonstrated competence and qualifications for the type of professional consulting services required at fair and reasonable fees.

#### **IV. PUBLIC NOTICE**

##### **A. CONSULTANT REGISTER**

The Engineering Department of the City of National City in June of each year, shall publish a notice in the City's official newspaper or in a technical publications of the City's anticipated needs during that fiscal year for professional services from architects, landscape architects, designers, licensed engineers, surveyors, construction managers, and management consultants. Such notice shall encourage all persons or firms interested in being considered as such professionals on any or all of such projects to submit to the City statements of qualifications and performance data. This information may be submitted in standard Federal Form #255 for each category of work. This information may be placed in the City's register of consultants.

If, during the course of the year, the City determines that it is advantageous to supplement the existing list of interested consultants, the Engineering Department will advertise for additional firms. Firms responding to this ad will then be added to the existing lists.

##### **B. ADDITIONAL NOTICE**

For professional service contracts which are anticipated to exceed \$50,000 in fees, or where the proposed work is deemed to be highly complex, the Department's Director may publish an additional notice thereof, stating the primary criteria to qualify to provide such services and stating the project schedules and expected budget for construction and requesting Statements of Qualifications (SOQ) and/or Request for Proposals (RFP).

Additional announcements and requests for public proposals may be made in the newspaper(s) of general circulation and one or more of the following methods:

1. Notification through applicable professional organizations and journals.
2. Notification by letter, based upon a list kept by the City, to all applicable firms who have stated that they are interested in providing service to the City.

**C. REQUEST FOR QUALIFICATIONS (RFQ)**

A request for qualifications (RFQ) when it is required should be sent out to generally three (3) to (10) consultant firms most qualified to provide the services required as shown in the City's register. The City may, at its option, send the RFQ to all consultants shown in the City's register. The RFQ provides a complete description of the type of problem involved, the required submittals in responses to the RFQ, and the selection procedure.

The City should require the submittal of a supplemental statement of qualifications related to the specific project under consideration. This information may be submitted in a format similar to Federal Form #255, or equivalent.

In general, the consultant is not required to submit a detailed scope of work and proposed fee in response to the RFQ.

**V. METHOD OF SELECTING A PROFESSIONAL CONSULTANT**

**A. Major Projects - Anticipated Fee of Over \$50,000**

- a. The appropriate department's director (or its equivalent) will notify the professional community through advertisement in a newspaper or by other means, of the Agency's proposed project and its need for professional services. Interested Consultants will be invited to obtain a Request for Proposals (RFP) from the City.
- b. The Request for Proposals will contain a description of work to be done, the estimated project budget, and other pertinent information regarding the project. The Request of Intent will define the specific questions about items addressed in the proposal and selection criteria to be used.
- c. The consulting firm shall submit a proposal containing GSA forms 254 and 255, and address the project specific issues delineated in the RFP. Question responses regarding the firm's technical perspective of the project are strictly limited to brief statements addressing the consultant's general concepts and

approach to the project. Detailed, voluminous design information is not desired and will not be considered in the selection process.

- d. A short list of at least three (3) firms shall be developed by an in-house selection committee.
- e. Those consultants short listed will be formally invited to make presentations before the in-house selection committee. All interviews should be conducted by the same people and should be completed in the same day.
- f. The selection committee may interview the consultants' project manager together with the City's contact person and any other key personnel (performing 50% or more of the project tasks) including the designer, if applicable, of the most qualified firms. The rating of the consultants should be based on the professional qualifications necessary for the timely and satisfactory completion of the project. The following criteria are suggested for use in the final rating process.
  1. All qualifications and performance data submitted by the consultant relevant to the project team, including a verification of data and references.
  2. Demonstrated understanding of the scope of the project as evidenced in the oral interview and/or in the written submittals.
  3. Consultant's demonstrated capability to explore and develop innovative or advanced techniques or designs.
  4. Consultant's past record of performance in similar projects related to control of costs, quality of work, meeting schedules, and the number and type of construction change orders (if applicable).
  5. The present workload of the firm and the availability of staff for the project.
  6. Familiarity with the City's design and construction specifications and procedures.
  7. City's prior experience with the consultant.
  8. Familiarity with the geographical area of the project.

9. **Consideration of distribution of contracts on an equitable basis among the most qualified firms on the register.**
10. **Specialized equipment available to the consultant which are relevant to the completion of the project.**
11. **Financial responsibility of the consultant.**
12. **Other criteria as established by the City or specific to the project.**
13. **If a project, program, or study is of a nature of a continuation or expansion of a previous project, program or study, then the firm that had the previous contract may be given higher priority for consideration.**
14. **An evaluation of the quality and completeness of the qualification statement or proposal submitted.**
15. **Firms with offices located in San Diego County will be given favorable consideration over firms who do not have offices within San Diego County, unless such firms have participated by invitation.**
16. **Individuals within the consultant's organization who will have direct charge of the work.**
17. **Whether consultant has adequate staff to perform the work within the time allowance.**
18. **The ability of the consultant to make effective public presentations of the report and/or design as may be required.**
19. **The ability of the consultant to work effectively with City staff, other public agencies, and related parties as may be required during the course of the design, study, or other technical services.**
20. **Pertinent new ideas which may be presented by the consultant during the course of the selection process.**

21. **Demonstrated continuing interest by the consultant in the success, efficiency, and workability of facilities he has designed during construction and after they are placed in operation.**
  22. **Ability of the consultant to furnish adequate and effective construction supervision services.**
- g. **The selection committee shall determine, based on a weighted rating form, or other format, the top three (3) consultant firms (if that many are determined to be qualified). The number one selection may be requested to prepare a preliminary, detailed scope of work, time schedule and anticipated fee for use in the contract negotiation phase.**
- h. **The department director should appoint an ad hoc committee for negotiation of the scope of work and consultant compensation. It is recommended that the committee consist of one or more staff personnel directly involved in the project. However, depending upon the scope and nature of the project, a single individual may be designated for the negotiation phase. It is suggested that the agency develop independent estimates of the cost of the required services prior to the start of negotiations. In addition, in order to verify that the consultant's fees are fair and reasonable, it is suggested the consultant submit a detailed fee estimate based upon:**
1. **The tasks to be performed in accordance with the scope of work.**
  2. **The man-hours allocated to each task.**
  3. **A breakdown of the employees and professionals, to be assigned to the tasks, the average hourly rates of each, and the man-hour costs assigned.**
  4. **"Fixed fee" or "cost plus fixed fee" (if applicable).**

**The agreement may provide for differing methods of compensation based upon the type of work to be performed. "Per diem" or hourly compensation is the general rule when specific scope of work is yet to be determined. This type of compensation should carry a stated maximum amount which will not be exceeded except by prior approval. Fixed fee or cost plus fixed fee compensation is commonly used after**

scope of work has been explicitly identified.

Where the scope of work cannot be defined or the exact duration of the work cannot be determined, a "per diem" compensation or a "cost per unit of work" compensation may be utilized. Other forms of compensation may also be utilized as approved by the City. Compensation is paid for services as performed, rather than in advance.

All agreements for professional services shall pay particular attention to the management phase of the resulting contract. A single project manager shall be designated by the consultant, and a liaison manager shall be designated by the department for purposes of contract administration. In addition, affirmative action clauses to further published City goals and policies shall be an integral part of professional contract administration.

Late responses or untimely responses by prospective candidates shall not be considered for further action. The ability to respond to an invitation for consideration in a timely and responsive manner is essential to a future satisfactory contract relationship.

The department shall insure that the other departments which have a proper interest in the work under consideration are kept informed as to the progress of the work and that user decisions and desires are constructively considered within the constraints of financial and practical limitations.

If agreement with the consultant cannot be reached with the number one selection, the negotiations are terminated. Then negotiations are opened with the second choice and the process is repeated. Once negotiations are terminated with a consultant, the agency should not reopen negotiations with that consultant during this process. If agreement cannot be reached with any of the selection committee recommendations, the selection committee will be asked to make additional recommendation, or hold additional oral interviews, as necessary, to establish a new list of additional qualified consultants.

- i. The appropriate department director presents the negotiated agreement to the City Council for approval of the selection and of the proposed contract.
- j. Post Contract Evaluation

The department director shall prepare an evaluation of the performance of every professional consulting firm retained for a contract addressed by this policy. This evaluation should address such factors as:

1. The actual fees required as compared to the original contract amount.
2. The actual time of performance as compared to the original contract requirements.
3. The actual construction contract amount as compared to the firm's estimate of cost (if applicable).
4. The number of construction change orders required (if applicable).
5. The quality of the final project, program, or study. This information shall be maintained on file for reference purposes in future contract awards. Further, it shall be open for review only to the subject firm who may tender any observations felt to be appropriate as a matter of record in such files.

**k. Exceptions**

The above policy and procedures do not apply to the following services:

1. Contracts, administered by another agency, to which the City of National City is signatory.
2. Services of an emergency nature.
3. Materials laboratory testing services, such as: Soils, asphalt paving, and concrete testing.
4. If the project is of a nature of a continuation or expansion of a previous project or contract, only Section f. through Section h. of this policy need apply.
5. Contract services for furnishing temporary employees that are supervised directly by a City employee.
6. Consultants in subcontracting capacity.

**B. Intermediate Projects - Fees of \$15,000 to \$25,000**

- Follow the procedure under major projects utilizing a review committee composed of qualified staff personnel and consider no less

than three (3) qualified firms or individuals. On occasion, for an unusual project which poses special problems beyond the scope previously encountered by City staff personnel, the review committee may be augmented by an unbiased qualified member of the profession being considered.

- The appropriate department director presents the selection and the proposed contract to the City Council for approval.

C. Minor Projects - Fees Less than \$15,000

- Department directors shall maintain a current file on qualified professional consultants in various categories. When selecting a consultant to provide services on a specific project, the department director, in addition to capability and qualifications, considers consultants on a rotational basis whenever feasible. This selection is subject to the negotiation procedure.

A scope of work and corresponding compensation method will then be negotiated with the consultant. Upon attainment of an agreement, the agreement can be executed by the City Manager or Department Director.

VI. REQUIREMENTS OF THE PROFESSIONAL CONSULTANT:

1. Contractual work.

- a. Consultant's work shall be of the highest professional standards.
- b. Consultant shall complete the specific scope of work contracted for within the time frame outlined in the consultant agreement.

2. Change Orders

- a. Where a Change Order arises as a result of an error or omission of the Consultant, Consultant shall not be compensated for the extra services or for time spent, or for cost incurred in efforts connected with the correction of said error or omission.
- b. The Department Director is authorized to approve change orders up to 10% of the contract amount, or up to a maximum of \$7,500 per change order, whichever is less.



- c. **If any error or omission of the Consultant results in identifiable damage to the City, or increases the project cost, the Consultant shall be responsible for the cost of such damages or increased costs.**

pec

ORDINANCE NO. 95-2099

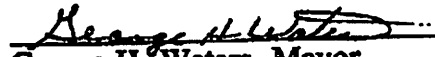
AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
ADOPTING PROCEDURES FOR SELECTION  
OF PROFESSIONAL FIRMS

WHEREAS, Section 4526 of the California Government Code states that selection by a local agency of professional services by private architectural, landscape architectural, engineering, environmental, land surveying and construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, Section 4526 further provides that in order to implement this method of selection, a local agency contracting for such professional services may adopt, by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the local agency.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of National City that the City Council does hereby adopt that document entitled "Procedures for Selection of Professional Services Firms," containing procedures for selection of private architectural, landscape architectural, engineering, environmental, land surveying and construction project management firms in compliance with Section 4526 of the California Government Code. Said document is on file in the Office of the City Clerk.


PASSED and ADOPTED this 7th day of November, 1995.

  
George H. Waters, Mayor

ATTEST:

  
Lorr Anne Peoples, City Clerk

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California, on November 7, 1995, by the following vote, to-wit:

Ayes: Council Members Beauchamp, Inzunza, Zarate, Waters.

Nays: None.

Absent: Morrison.

Abstain: None.

AUTHENTICATED BY:



GEORGE H. WATERS  
Mayor of the City of National City, California

Lori Anne Peoples  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally adopted until seven calendar days had elapsed between the days of its introduction and the days of its final passage, to wit, on October 24, 1995 and on November 7, 1995.

I FURTHER CERTIFY THAT said ordinance was read in full prior to its final passage or that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

I FURTHER CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. 95-2099 of the City Council of the City of National City, passed and adopted by the Council of said City on November 7, 1995.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

## RESOLUTION NO. 2019

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT NUMBER 031715-KII TO PURCHASE CUSTOMIZED LOCKERS FROM SPACESAVER INTERMOUNTAIN, LLC BY AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH SPACESAVER INTERMOUNTAIN, LLC TO PURCHASE AND INSTALL CUSTOMIZED SPACESAVER FREESTYLE LOCKERS TO REPLACE DILAPIDATED CURRENT LOCKERS AND EXPAND CAPACITY IN THE POLICE DEPARTMENT LOCKER ROOMS, IN THE AMOUNT NOT TO EXCEED \$228,147.65, AND APPROPRIATE \$228,147.65 BUDGET UNDER THE ASSET FORFEITURE FUND (131)**

WHEREAS, the purchase of a locker system for the male and female locker rooms are required to increase the capacity for storage of police uniforms and equipment of officers at the National City Police Department especially during extremely wet winter season, the police department experienced several days of flooding within the men's locker room because of water intrusion through planter beds outside the building; and

WHEREAS, durable, high quality locker systems are available from just a few manufacturers in the United States through government cooperative purchase programs such as the National Joint Powers Alliance (NJPA), which allow for a direct purchase from any participating governmental agency in accordance with City of National City Purchasing Code section 2.60.260; and

WHEREAS, National City Municipal Code Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City; and

WHEREAS, the National City's Purchasing staff has confirmed that the Sourcewell (formerly National Joint Powers Alliance) based on their contract number 031715-KII with Spacesaver Intermountain, LLC was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby affirms the determination that Sourcewell (formerly National Joint Powers Alliance) procurement procedures are in substantial compliance with the City's, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process to piggyback on Sourcewell (formerly National Joint Powers Alliance) to purchase customized mobile shelving from Spacesaver Intermountain, LLC, based on their contract number 031715-KII with Sourcewell (NJPA).

**Resolution No. 2019 –**  
Page Two

**BE IT FURTHER RESOLVED** that the City Council authorize the Mayor to execute an Agreement with Spacesaver Intermountain, LLC, to purchase and install customized lockers to expand capacity in the Police Department Locker Rooms in an amount not-to-exceed the amount of \$228,147.65 and appropriate \$228,147.65 budget under the asset forfeiture fund (131).

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City 1\) authorizing the Chief of Police to sign a Memorandum of Understanding with the Federal Bureau of Investigation \(FBI\) to participate in operations with the San Diego Violent Crimes / Bank Robbery Task Force \(SDVCTF\), 2\) authorizing the Chief of Police to sign a Cost Reimbursement Agreement \(CRA\) with the FBI, 3\) authorizing the acceptance of SDVCTF funds of up to \\$18,042 per fiscal year, and 4\) authorizing the establishment of a Police Department Grants Fund appropriation and corresponding revenue budget for the funds. The SDVCTF conducts criminal investigations to identify and target criminals who engage in violent crimes such as murders, robberies and violent street gangs. \(Police\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City 1) authorizing the Chief of Police to sign a Memorandum of Understanding with the Federal Bureau of Investigation (FBI) to participate in operations with the San Diego Violent Crimes / Bank Robbery Task Force (SDVCTF), 2) authorizing the Chief of Police to sign a Cost Reimbursement Agreement (CRA) with the FBI, 3) authorizing the acceptance of SDVCTF funds of up to \$18,042 per fiscal year, and 4) authorizing the establishment of a Police Department Grants Fund appropriation and corresponding revenue budget for the funds. The SDVCTF conducts criminal investigations to identify and target criminals who engage in violent crimes such as murders, robberies and violent street gangs.

**PREPARED BY:** Greg Seward, Lieutenant

**DEPARTMENT:** Police

**PHONE:** Ext. 4538

**APPROVED BY:** 

**EXPLANATION:**

If the Resolution is approved by the City Council, it will allow the Chief of Police to sign a Memorandum of Understanding with the FBI and a Cost Reimbursement Agreement (CRA) to have a National City Police Officer participate in operations with the San Diego Violent Crimes Task Force (SDVCTF) as a collateral duty. The VCTF conducts criminal investigations to identify and target criminals and criminal enterprises who engage in violent crimes of violence such as murder, aggravated assault, robbery and violent street gangs where there is or may be a federal investigative interest. In addition, the VCTF will enhance the effectiveness of the federal/state/local law enforcement resources through well-coordinated information sharing / investigative / prosecutorial avenues.

The MOU will allow a National City Detective Officer to participate in joint operations with SDVCTF. By participating in these operations, the SDVCTF may reimburse NCPD for overtime expended on these federal criminal prosecutions. For the purposes of the MOU, each participating agency is responsible for providing its respective personnel to participate in operations to the SDVCTF with salaries, benefits and overtime. Overtime will be reimbursed by SDVCTF for qualifying cases up to the amount of \$18,042 per year as set forth by the Salary /Overtime Compensation section. In furtherance, the assigned Investigator may be provided the use of a FBI owned/leased vehicle. The duration of the MOU is ongoing, contingent to funding for the program.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Revenue: 290-11771-xxxx

(Other Federal Grants) \$18,042

Expense: 290-411-771-1\*

(Personnel) \$18,042

No net financial impact. Revenues off-set expenses.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

FBI MOU  
FBI Cost Reimbursement Agreement  
State and Local OT Authorization Amount  
Resolution

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FEDERAL BUREAU OF INVESTIGATION  
SAN DIEGO VIOLENT CRIMES / ROBBERY TASK FORCE  
MEMORANDUM OF UNDERSTANDING

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the National City Police Department (**LEA**). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of San Diego Violent Crimes / Bank Robbery Task Force (SDVCTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize interagency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the VCTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The VCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.



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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the VCTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the San Diego Division shall designate one Supervisory Special Agent (VCTF Supervisor) to supervise the VCTF. The VCTF Supervisor may designate a Special Agent to serve as the Violent Crime Task Force Coordinator (Task Force Coordinator). Either the VCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the VCTF.
7. Conduct undertaken outside the scope of an individual's VCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the VCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. VCTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. VCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the VCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and VCTF Supervisor will also retain discretion to remove any individual from the VCTF.

**B. Case Assignments**

11. The FBI VCTF Supervisor will be responsible for opening, monitoring, directing, and closing VCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the VCTF Supervisor.

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13. For FBI administrative purposes, VCTF cases will be entered into the relevant FBI computer system.
14. VCTF personnel will have equal responsibility for each case assigned. VCTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the VCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

16. It is agreed that matters designated to be handled by the VCTF will not knowingly be subject to non-VCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the VCTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to VCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. VCTF investigative leads outside of the geographic areas of responsibility for FBI Southern Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-VCTF personnel will be limited to those situations where it is essential to the effective performance of the VCTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI VCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the VCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

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21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of VCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of a VCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI VCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of VCTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by VCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. VCTF reports prepared in cases assigned to VCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in VCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for VCTF.
27. VCTF investigative records maintained at the San Diego Field Office of the FBI will be available to all VCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the VCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by VCTF personnel.
29. All VCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.

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30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide VCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by VCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

32. No information possessed by the FBI, to include information derived from informal communications between VCTF personnel and FBI employees not assigned to the VCTF, may be disseminated by VCTF personnel to non-VCTF personnel without the approval of the VCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, VCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

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**PROSECUTIONS**

38. VCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of VCTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the VCTF.
40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a VCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

44. All VCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

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**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

45. The parent agency of each individual assigned to the VCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the VCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

47. VCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

48. Local and state law enforcement personnel designated to the VCTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the VCTF or until the termination of the VCTF, whichever comes first.
49. Deputized VCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official VCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG).

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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The assignment of an FBI owned or leased vehicle to LEA VCTF personnel will require the execution of a separate Vehicle Use Agreement.

51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to VCTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA VCTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA VCTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

55. The FBI and LEA remain responsible for all personnel costs for their VCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal VCTF personnel assigned full-time to VCTF, provided overtime expenses were incurred as a result of VCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to VCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

57. Property utilized by the VCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the VCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by VCTF in connection

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with authorized investigations and/or operations and is in the custody and control and used at the direction of VCTF, will be the financial responsibility of the agency supplying said property.

### **FUNDING**

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

### **FORFEITURES**

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with VCTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to VCTF investigations may be equitably shared with the agencies participating in the VCTF.

### **DISPUTE RESOLUTION**

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the VCTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

### **MEDIA RELEASES**

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

### **SELECTION TO VCTF AND SECURITY CLEARANCES**



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65. If an LEA candidate for the VCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the VCTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, VCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. VCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the VCTF, each individual whose assignment to the VCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the VCTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the VCTF or otherwise relating to the VCTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the VCTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the VCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 26712680: An individual assigned to the VCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the

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incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any VCTF personnel.

73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the VCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI San Diego Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any VCTF personnel.
74. Liability for any conduct by VCTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

75. The term of this MOU is for the duration of the VCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the VCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the VCTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the VCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining

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agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any VCTF participation.

**MODIFICATIONS**

- 78. This agreement may be modified at any time by written consent of all involved agencies.
- 79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

\_\_\_\_\_  
Scott Brunner  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jose Tellez, Chief  
NATIONAL CITY POLICE DEPARTMENT  
Law Enforcement Agency

\_\_\_\_\_  
Date

**FEDERAL BUREAU OF INVESTIGATION**  
San Diego Violent Crimes/Bank Robbery Task Force  
**Cost Reimbursement Agreement**

**SDVCTF File No.: TBD**

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized San Diego Violent Crimes/Bank Robbery Task Force (SDVCTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the National City Police Department (NCPD), located at 1200 National City Blvd, National City, CA 91950, Taxpayer Identification Number: 95-6000749, and Telephone Number: (619) 336-4538, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI SDVCTF Memorandum of Understanding (MOU) signed by the Chief of Police of the National City Police Department on \_\_\_\_\_, and must be read and interpreted in conformity with all terms of that document.
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse NCPD for overtime payments made to officers assigned to and working full time on SDVCTF related matters.
3. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI San Diego Field Office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor at NCPD to the FBI SDVCTF Squad Supervisor and FBI San Diego Special Agent in Charge for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to NCPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, NCPD must establish an account online in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). Each request for reimbursement will include an invoice number, invoice date, and a taxpayer identification number (TIN). Verification of NCPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI San Diego Financial Manager.
5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify NCPD of the applicable annual limits prior to October 1st of each year.
6. The number of NCPD Officers / deputies assigned full-time to the SDVCTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the SDVCTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

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7. Prior to submission of any overtime reimbursement requests, NCPD must prepare an official document setting forth the identity of each officer assigned full-time to the SDVCTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the San Diego Field Office for FBI review and approval.

8. Each request for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification and signed by an appropriate Supervisor at NCPD that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the SDVCTF.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2017, must be received by the FBI by December 31, 2017. The FBI is not obligated to reimburse any requests received after that time.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of NCPD's participation on the SDVCTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

\_\_\_\_\_  
FBI Special Agent  
Federal Bureau of Investigation

\_\_\_\_\_  
Jose Tellez  
Chief of Police  
National City Police Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Financial Manager  
Federal Bureau of Investigation

Date: \_\_\_\_\_

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This document is the property of the FBI and is loaned to your agency. Neither it nor its contents may be released without authorization by FBI Headquarters.

NOTICE OF LIMITS

FOR


FY 2018 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2018**, the maximum limits for reimbursements under these CRAs are **\$1,503.50** per month and **\$18,042** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2017.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Budget Officer and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

  
\_\_\_\_\_  
Mark H. Reynolds  
Budget Officer  
Federal Bureau of Investigation

6/22/17  
Date

**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING: 1) THE CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF  
UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION (FBI) TO  
PARTICIPATE IN OPERATIONS WITH THE SAN DIEGO VIOLENT CRIMES / BANK  
ROBBERY TASK FORCE (SDVCTF), 2) AUTHORIZE THE CHIEF OF POLICE TO  
EXECUTE A COST REIMBURSEMENT AGREEMENT (CRA) WITH THE FBI, 3)  
AUTHORIZE THE ACCEPTANCE OF SDVCTF FUNDS IN A NOT-TO EXCEED  
AMOUNT OF \$18,042 PER FISCAL YEAR, AND 4) AUTHORIZE THE  
ESTABLISHMENT OF A POLICE DEPARTMENT GRANTS FUND APPROPRIATION  
AND CORRESPONDING REVENUE BUDGET FOR THE FUNDS |**

WHEREAS, the Violent Crimes Task Force (VCTF) conducts criminal investigations to identify and target criminals and criminal enterprises who engage in crimes of violence such as murder, aggravated assault, robbery and violent street gangs where there is or may be a federal investigative interest to enhance the effectiveness of the federal/state/local law enforcement resources through well-coordinated information sharing, investigative and prosecutorial avenues; and

WHEREAS, the Memorandum of Understanding (MOU) with the FBI and a Cost Reimbursement Agreement (CRA) will allow a National City Police Officer to participate in operations with the San Diego Violent Crimes Task Force (SDVCTF) as a collateral duty; and

WHEREAS, the Memorandum of Understanding (MOU) will allow a National City Detective to participate in joint operations with San Diego Violent Crimes Task Force (SDVCTF)

WHEREAS, by participating in these operations, the SDVCTF may reimburse the National City Police Department for overtime expended on these federal criminal prosecutions; and

WHEREAS, each participating agency is responsible for providing its respective personnel to participate in operations to the SDVCTF with salaries, benefits and overtime which will be reimbursed by SDVCTF for qualifying cases up to the amount of \$18,042 per year as set forth by the Salary /Overtime Compensation section; and

WHEREAS, the duration of this MOU is ongoing and contingent upon funding for the program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes Chief of Police to execute a Memorandum of Understanding with the Federal Bureau of Investigation (FBI) to participate in operations with the San Diego Violent Crimes / Bank Robbery Task Force (SDVCTF).

**Resolution 2019 –**  
Page Two

**BE IT FURTHER RESOLVED** that the City Council of the City of National City authorizes the Chief of Police to execute a Cost Reimbursement Agreement (CRA) with the Federal Bureau of Investigation (FBI) FBI.

**BE IT FURTHER RESOLVED** that the City Council of the City of National City authorizes the acceptance of the San Diego Violent Crimes Task Force (SDVCTF) funds in the amount not-to-exceed of \$18,042 per fiscal year, and authorizes the establishment of a Police Department Grants Fund appropriation and corresponding revenue budget for the funds.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil Morris-Jones, City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute the Second Amendment to the Agreement for Sales Tax Audit and Information Services between the City of National City and Hinderliter, De Llamas and Associates \(HdL Companies\) for a cannabis study that includes community outreach, model ordinances, return on investment \(ROI\), cost recovery approaches and technical assistance. \(City Manager\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** [June 18, 2019]

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Second Amendment to the Agreement for Sales Tax Audit and Information Services between the City of National City and Hinderliter, De Llamas and Associates (HdL Companies) for a cannabis study that includes community outreach, model ordinances, return on investment (ROI), cost recovery approaches, and technical assistance.

**PREPARED BY:**

[Megan Gamwell, Economic Development Specialist]

**DEPARTMENT:** City Manager's Office

**PHONE:** [619-336-4216]

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

The City of National City currently prohibits the establishment or operation of any and all medical or adult-use cannabis businesses in the City. The Mayor and Council appropriated funds with the approval of the fiscal year 2020 budget for a cannabis study.

City staff is seeking assistance from HdL to help with the analysis. HdL will work with City staff on an initial return on investment and impact study. Based on the findings of the initial study the City may choose to move forward with the additional services provided in the scope. The additional services in the scope include community outreach, development of a draft cannabis ordinance, a merit-based application review process, and a cost recovery fee analysis. The proposal provided has a fixed unit cost for each of these items for a total amount not to exceed \$28,900.

**FINANCIAL STATEMENT:**

**APPROVED:** Mark Ralston Finance

**ACCOUNT NO.** [001-409-000-213-0000 Professional Services]

**APPROVED:** \_\_\_\_\_ MIS

Approval of the appropriation for this item was approved with the fiscal year 2020 Budget.

**ENVIRONMENTAL REVIEW:**

n/a

**ORDINANCE:** [ ] **INTRODUCTION:** [ ] **FINAL ADOPTION:** [ ]

**STAFF RECOMMENDATION:**

Staff recommends adopting the Resolution for the Second Amendment to the Agreement with HdL Companies.

**BOARD / COMMISSION RECOMMENDATION:**

[N/A]

**ATTACHMENTS:**

1. HdL Second Amendment to the Agreement and Scope of Services
2. Resolution

**SECOND AMENDMENT TO THE AGREEMENT  
FOR SALES TAX AUDIT AND INFORMATION SERVICES  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
HINDERLITER, DE LLAMAS AND ASSOCIATES**

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and THE HDL COMPANIES, dba HINDERLITER, DE LLAMAS AND ASSOCIATES, a California corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on July 14, 1998, (the "Agreement") wherein the CONSULTANT agreed to provide the combination of data entry, report preparation, and data analysis necessary to effectively manage the municipal sales tax and recover revenues erroneously allocated to other jurisdictions and allocation pools; and

WHEREAS, the parties desire to amend the Agreement to increase the scope of work to include cannabis management services as described in CONSULTANT'S Proposal, attached hereto as Exhibit "1", and by this reference made a part hereof, for the not-to-exceed amount of \$28,900; and

WHEREAS, CONSULTANT will provide written invoices to the City for compensation for services performed in accordance with Exhibit "1" in a form acceptable to CITY; and

WHEREAS, Section XIII, Insurance, of the Agreement is hereby amended to read as follows:

17. **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 ("any auto"). 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 \$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 California List of Eligible Surplus Lines Insurers (LESLI list) 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 of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to 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.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and 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.

WHEREAS, in the event any conflict or inconsistencies between the Agreement and the Proposal (Exhibit "1"), the terms of the Agreement shall control.

NOW, THEREFORE, the parties hereto agree that the Agreement entered into on July 14, 1998, shall be amended to increase the scope of work to cannabis management services as described in CONSULTANT'S Proposal, attached hereto as Exhibit "1", and by this reference made a part hereof, for the not-to-exceed amount of \$28,900.

The parties further agree that with the foregoing exception of the provisions provided herein, each and every term and provision of the Agreement dated July 14, 1998, shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**HINDERLITER, DE LLAMAS AND ASSOCIATES**  
*(Signatures of two corporate officers required)*

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

APPROVED AS TO FORM:

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*

# City of National City

## Cannabis Management Services

April 19, 2019

# HdL<sup>®</sup> Companies

### SUBMITTED BY

HdL Companies  
120 S. State College Blvd., Ste 200  
Brea, CA 92821  
hdlcompanies.com

### CONTACT

David McPherson  
T: 714.879.5000  
E: dmcpherson@hdlcompanies.com

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## I. LETTER OF TRANSMITTAL

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April 19, 2019

Megan Gamwell  
Economic Development Specialist  
City of National City  
1243 National City Blvd.  
National City, CA 91950

### **Re: Proposal for Cannabis Management Services**

Dear Ms. Gamwell,

Thank you for the opportunity to submit this proposal for cannabis management services for the City of National City. The enclosed scope of services is designed to assist the City with community outreach, development of a draft cannabis ordinance, a merit-based application review process and cost recovery fees, as requested. The proposal also outlines additional services that HdL can provide at the City's request, including ongoing compliance inspections and financial audits of permitted cannabis businesses.

HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

Our knowledgeable team of professionals have more than 46 years' combined experience in the establishment and implementation of cannabis regulatory programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

We look forward to the opportunity to partner with the City of National City in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at [anickerson@hdlcompanies.com](mailto:anickerson@hdlcompanies.com) or David McPherson at [dmcpherson@hdlcompanies.com](mailto:dmcpherson@hdlcompanies.com) or by phone at 714.879.5000.

Sincerely,



Andy Nickerson  
President, HdL Companies



## II. PROPOSED SCOPE OF SERVICES

---

The City of National City currently prohibits the establishment or operation of any and all medical or adult-use cannabis businesses in the City.

The City is interested in exploring the possibility of the development of an ordinance to permit and regulate commercial cannabis businesses within the City.

As a part of this process, the City wishes to conduct a series of community outreach meetings or workshops to explore and identify the range of policy issues and concerns to be considered and addressed by the ordinance. Should an ordinance be adopted, the City would conduct a merit-based application process for awarding permits. The City also desires to apply appropriate fees to recover all City costs associated with the permit process as well as establish a cannabis tax ordinance through a ballot measure process.

To meet these objectives, the City is seeking assistance from HdL to help with community outreach, to develop a draft regulatory ordinance, design a merit-based application process and to determine appropriate cost recovery fees and to develop a tax ordinance. This proposal provides a fixed unit cost for each of these items, and includes additional hours for conference calls, technical assistance and subject matter expertise, to be utilized on an as-needed basis at the City's request.

The enclosed Scope of Services to be provided by HdL includes all of the following:

- Kick-off conference call meeting with City staff;
- Attendance, support or presentations at 3 public meetings, including one community outreach workshop, one meeting of the City Council or Planning Commission, and one additional meeting or workshop as may be needed;
- Development of a cannabis regulatory ordinance that addresses community concerns and complies with all applicable State and local laws;
- Design an application process that includes merit-based review, ranking and final selection of cannabis business permittees;
- Conduct a fiscal analysis to determine proper cost recovery fees and to design a tax ordinance with appropriate cannabis tax rates. Fees shall ensure all allowable City costs associated with the development and implementation of the regulatory program are borne by the applicants;
- Develop an annual cannabis business regulatory fee to recover ongoing costs associated with administrative oversight of permitted cannabis facilities, including compliance inspections, financial audits and any other regulatory requirements;
- Design a cannabis tax ordinance and ballot measure resolution which will be submitted to the County Elections Office.
- Provide City staff with technical assistance and subject matter expertise as needed.

**Objective 1: Attendance, Support or Presentations at Public Meetings or Workshops**

HdL shall provide support or presentations at 3 public meetings or workshops to gauge concerns about the potential community impacts of the various types of cannabis businesses. Input gathered through these meetings will be used to help guide the development of a regulatory ordinance. These meetings will likely include one public workshop and at least one meeting of the City Council and/or Planning Commission.

**Objective 2: Develop a Draft Cannabis Regulatory Ordinance**

Consultant shall develop a draft cannabis regulatory ordinance that addresses community concerns. The draft ordinance shall include specific regulations for each of the various cannabis business types as directed by the City, which may include cultivation, manufacturing, distribution, microbusinesses, storefront retailers, non-storefront retailers, and/or testing laboratories. HdL shall ensure that the proposed ordinance complies with all State and local laws and reflects evolving best practices within the industry.

**Objective 3: Application Process Development**

Consultant shall design an application process that includes merit-based review, ranking and final selection of cannabis business permittees. The process shall include evaluation criteria consistent with the draft ordinance and shall ensure that all information desired by the City is incorporated into the cannabis business application form and procedures. HdL shall also provide all necessary application forms, as well as procedures, guidelines, indemnification forms, background information releases, and other required documents.

**Objective 4: Fiscal Analysis, Cost Recovery Fees, Tax Ordinance and Annual Regulatory Fee**

Consultant shall conduct a fiscal analysis to determine proper cost recovery fees and design a cannabis tax ordinance with appropriate cannabis tax rates. Fees shall ensure all allowable City costs associated with the development of the regulatory program and with the processing and issuance of permits are borne by the applicants. Consultant shall also develop an annual regulatory fee to recover costs associated with administrative oversight of permitted cannabis facilities, including permit renewals, compliance inspections, financial audits and any other requirements deemed necessary by the City. The fiscal analysis shall include a study of the local cannabis industry to guide the City in setting cannabis tax rates for the ballot measure resolution and cannabis tax ordinance which will be prepared by the Consultant.

**Objective 5: Provide Subject Matter Expertise & Technical Support**

HdL shall provide up to 20 hours of general consulting in the form of subject matter expertise or technical assistance, to be utilized on an as-needed basis at the City's request. Such assistance may include monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to

the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

### **Optional Cannabis Consulting Services:**

#### **Application Reviews and Selection Process**

HdL has experience reviewing over 1,800 cannabis business applications for counties and cities across California. Our team can provide application reviews, scoring, merit-based ranking and interviews to inform the final selection for cannabis business permits.

Our process begins with an initial screening of all applications for completeness based upon a checklist of required documentation. All applications deemed complete will move forward for a full review, including scoring and merit-based ranking based on the applicant's demonstrated ability to meet or exceed minimum requirements in each category. Reviews identify both strengths and weaknesses of each application as well as providing a numerical score to inform the subsequent interview and selection process. HdL can also conduct an interview panel for all applicants that receive passing scores and can prepare a report to inform the final selection of which applicants shall be granted permits.

Application reviews, scoring and merit-based ranking:	\$2,500 per applicant
Applicant interviews:	\$500 per applicant

#### **Background Checks**

HdL is qualified to provide supplemental background checks for principals and employees of cannabis businesses as part of the application process. This service is not included as a part of this proposal but can be provided at an additional cost of \$300 per person for owners or managers, and \$150 per person for line staff. This price includes an employee identification card designed by HdL with the City logo which will meet all the state regulation requirements.

#### **Regulatory Compliance Reviews and Financial Audits**

HdL's Cannabis Management Team has over 26 years combined experience conducting approximately 16,000 cannabis compliance inspections, financial audits and investigations in Colorado, California and Nevada. HdL can provide annual compliance reviews and financial audits at the following rates for each cannabis business permitted in the City.

- A.** Conduct one (1) financial audit annually for each permit at a rate of \$6,000.
- B.** Conduct one (1) compliance review annually for each permit at a rate of \$1,250.
- C.** Conduct one (1) financial audit and one (1) compliance review annually for each permit at a rate of \$7,250.
- D.** Conduct one (1) financial audit and two (2) compliance reviews annually for each permit at a rate of \$8,500.

- E.** Conduct one (1) financial audit and three (3) compliance reviews annually for each permit at a rate of \$9,750.
- F.** Conduct one (1) financial audit and four (4) compliance reviews annually for each permit at a rate of \$11,000.

### III. COST

---

The proposed services are broken down into specific line items in the cost table below. Some of these services may include both fixed costs for developing and initiating each of the various components of the program and variable costs based on the number of applicants or businesses. HdL's fees are based on time, materials and travel-related expenses associated with the execution of the services.

The hours and costs in the table below do not include any additional items that are not contemplated by this scope of services. All City costs<sup>1</sup> would be incorporated into either the application fees or the annual permit fees, to be payable by the applicant or permittee. Any additional services requested by the City will be billed at HdL's hourly rate. Prices are valid for 90 days from April 19, 2019.

Scope of Service Objectives	Estimated Cost
<b>Objective 1:</b> Community meetings, workshops and presentations (assumes 3 site visits)	\$5,400 Includes travel
<b>Objective 2:</b> Develop a draft cannabis regulatory ordinance	\$5,000
<b>Objective 3:</b> Develop a merit-based application and review process	\$5,000
<b>Objective 4:</b> Conduct fiscal analysis and develop cost recovery fees	\$7,500
<b>Objective 5:</b> Subject matter expertise and technical assistance	\$6,000
<b>ESTIMATE OF TOTAL COSTS</b>	<b>\$28,900</b>

<sup>1</sup> Except for costs associated with setting cannabis tax rates.

## IV. EXPERIENCE AND RESOURCES

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### **Company Profile**

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 46 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 16,000 cannabis compliance inspections and investigations in Colorado, California and Nevada.

### **Key Personnel**

#### **David McPherson, Cannabis Compliance Director**

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 8 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

### **Matt Eaton, Cannabis Compliance Manager**

Matt Eaton is the Cannabis Compliance Manager at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

### **Tim Cromartie, Senior Cannabis Advisor**

Tim Cromartie is a Senior Cannabis Advisor at HdL, in which his primary role is providing policy expertise related to cannabis regulatory and tax policies at the state and local level. Prior to joining HdL, Tim served as the legislative representative covering public safety issues for the League of California Cities since 2013, with a heavy emphasis on shaping legislation governing state and local regulation of marijuana. He has been actively involved in educating cities on changes in the law resulting from the Medical Cannabis Regulation and Safety Act, as well as Proposition 64, the Adult Use of Marijuana Act. When these two Acts were merged into a single regulatory structure in 2017, Tim successfully advocated for clarification of local government's regulatory and enforcement authority in the cannabis context, and for related environmental safeguards in cultivation operations, protections against over-concentration of businesses, regulation of testing labs, and the inclusion of fire safety standards and a definition of volatile solvents in state law governing cannabis manufacturing operations. Since then he has been engaged in educating local governments on the more recent Medical and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), as well as advocating for a reduction in the cumulative state tax rate for cannabis, improvements in the state's track-and-trace program, and the restoration of a statewide cultivation cap.

Prior to the League, he held a variety of positions in the Legislature and state government, including legislative representative for CalPERS Governmental Affairs, legislative director and public safety consultant to former state Senator Gloria Romero, and field representative for Congresswoman Barbara Lee during her term in the state Senate. Mr. Cromartie holds degrees from the University of California at Berkeley (B.A. Political Science) and UC Hastings College of the Law. Tim is an ardent aviation buff and a member of the California Aerospace Museum at the site of the former McClellan Air Force Base in Sacramento.

### **Billie-jo Naysmith, Cannabis Compliance Manager**

Billie-jo Naysmith is a Cannabis Compliance Manager at HdL in which she plays a diverse role in implementing the Cannabis Compliance Program for local agencies in both California and Colorado. Prior to joining the firm, she was a progressive law enforcement professional with 23 years' experience conducting criminal/regulatory investigations, cannabis applicant background investigations and complex financial investigations.

While working in the Office of the Colorado Attorney General as a Criminal Investigator she investigated Financial and Securities Fraud specializing in cannabis business activity. In addition, she worked closely with forensic accountants analyzing financial records to determine if criminal activity occurred.

During her tenure as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Billie-jo managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During her five-year stretch at the MED, she conducted approximately 5,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, she is a subject matter expert on track and trace systems where she has conducted data analysis in order to



assist in complex cannabis regulatory investigations. She understands the complexity of reviewing data to ensure businesses follow state and local regulations. Billie-jo was responsible for assisting in the strategic planning for the division which included providing training for investigators. Furthermore, Billie-jo participated in collaborative rulemaking work groups and focus groups with cannabis industry leaders and external stakeholders to develop best practice regulations. She also provided critical recommendations for the agencies cannabis rules and regulations by addressing key loop holes in the Colorado legislation which was subsequently amended. In addition, Billie-jo formed essential partnerships with federal, state and local law enforcement agencies as well as local licensing authorities.

Billie-jo received her Bachelor of Science Degree in Business Administration from Colorado Christian University where she graduated with the distinction of Suma Cum Laude. She also currently maintains a Colorado POST Certificate.

### **Mark Lovelace, Cannabis Policy Advisor**

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-County regional summit on cannabis issues in 2015 which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, state legislators, the Department of Justice, members of Congress and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and cannabis industry groups.

Mark received his Bachelor of Science degree in Industrial Design from California State University, San Jose. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

### **Kami Miller, Cannabis Senior Auditor**

Kami Miller is a Cannabis Senior Auditor at HdL whose primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted

business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

During her tenure at the DPBH, Kami managed compliance auditors and support staff in the Las Vegas office. She conducted approximately 1,000 compliance and financial inspections for which she developed the inspection protocols documentation to create comprehensive reports. In addition, her experience with various cannabis track and trace systems allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelor of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

### **Elizabeth Eumurian, Cannabis Senior Auditor**

Elizabeth Eumurian is a Cannabis Senior Auditor at HdL. Her primary role is to conduct financial audits, evaluate cannabis applications and conduct background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

She earned her Bachelor of Arts degree in History from California State University, Fullerton. She has also received a certificate in CannaBusiness from Oaksterdam University.

### **Michelle Shaw, Cannabis Compliance Inspector**

Michelle is a Cannabis Compliance Inspector at HdL and is tasked with conducting onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed onsite assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

**Alfredo Marquez, Cannabis Senior Auditor**

Alfredo Marquez is a Cannabis Senior Auditor at HdL. His primary role is to conduct financial audits. Alfredo previously worked for Teledyne Technologies analyzing risk assessments for acquiring new businesses and various units in the organization. In this role he worked with people at various levels in the organization and successfully conducted financial, Sarbanes Oxley and compliance audits across North America, Latin America, Europe, and Asia. Alfredo has recently done work for Cotati, Cloverdale, Desert Hot Springs, Mammoth, Perris, and Vallejo. He earned his Bachelor's Degree in Accounting from the University of La Verne.

## V. REFERENCES

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### **City of Chula Vista**

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### **City of Imperial Beach**

Steven Dush  
Assistant City Manager  
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Email: [sdush@imperialbeachca.gov](mailto:sdush@imperialbeachca.gov)

**RESOLUTION NO. 2019 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO  
THE AGREEMENT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES (“HdL”)  
TO CONDUCT A CANNABIS STUDY WHICH INCLUDES COMMUNITY OUTREACH,  
MODEL ORDINANCES, RETURN ON INVESTMENT (ROI), COST RECOVERY  
APPROACHES AND TECHNICAL ASSISTANCE**

WHEREAS, the City of National City and the Hinderliter, de Llamas and Associates (“HdL”) entered into an Agreement on July 14, 1998, (the “Agreement”) wherein the HdL agreed to provide the combination of data entry, report preparation, and data analysis necessary to effectively manage the municipal sales tax and recover revenues erroneously allocated to other jurisdictions and allocation pools; and

WHEREAS, the parties desire to enter into a Second Amendment to the Agreement to increase the scope of work to include for Cannabis Management Services for the not-to-exceed amount of \$28,900; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the Mayor to execute a Second Amendment to the Agreement with Hinderliter, de Llamas and Associates to increase the scope of work to include Cannabis study and related services for the not-to-exceed amount of \$28,900.

**PASSED and ADOPTED this 18<sup>th</sup> day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, 1\) authorizing the appropriation of \\$143,685.00 for Phase I of Paradise Creek Improvements between Highland Avenue and Kimball Way, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency \(FEMA\); 2\) establishing corresponding revenue and expenditure accounts; and 3\) committing to providing a local match of \\$47,895.00. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the appropriation of \$143,685.00 for Phase I of Paradise Creek Improvements between Highland Avenue and Kimball Way, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency (FEMA); 2) establishing corresponding revenue and expenditure accounts; and 3) committing to providing a local match of \$47,895.00.

**PREPARED BY:** Luca Zappiello, Assistant Engineer - Civil

**DEPARTMENT:** Engineering and Public Works

**PHONE:** 619-336-4360

*d.f.*

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Revenue Account: 296-06196-3498 – \$143,685

Expenditure Account: 296-409-500-598-6196 (Paradise Creek Improvements - Highland Ave to Kimball Way) – \$143,685

Local Match: 001-416-030-299-0000 (Environmental Compliance Contract Services) – \$47,895 (funds available through FY 2020 annual budget appropriations)

**ENVIRONMENTAL REVIEW:**

CEQA/NEPA and all required environmental permits will be completed as part of Phase I.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the appropriation of \$143,685.00 for Phase I of Paradise Creek Improvements between Highland Avenue and Kimball Way, reimbursable through the Hazard Mitigation Grant Program approved by FEMA; establishing corresponding revenue and expenditure accounts; and committing to providing a local match of \$47,895.00.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/ Exhibit
2. Grant Award Letter
3. Resolution

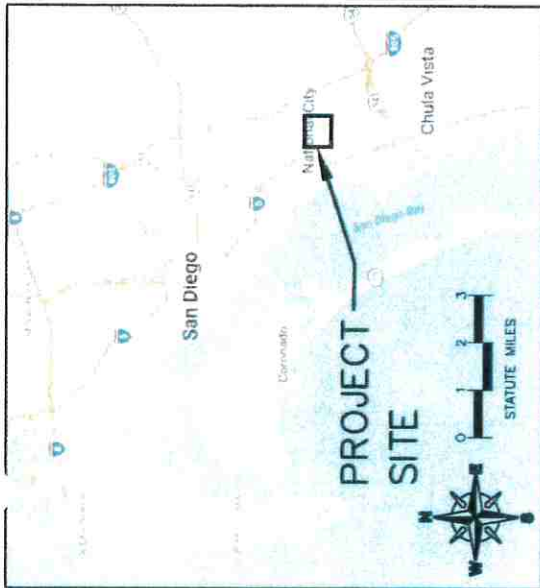
## Explanation

On November 1, 2017, the Engineering and Public Works Department submitted a project proposal for a California Governor's Office of Emergency Services (CalOES) grant to improve Paradise Creek between Highland Avenue and Kimball Way. The proposed project will provide water quality and flood control features through the reconstruction and revegetation of the 340 linear foot section of the channel. Phase 1 will include a field survey, geotechnical analysis, stream modeling, environmental, engineering, design and permits. Phase 2 will include project construction.

On March 19, 2019, staff was notified from CalOES that the City of National City had been awarded Federal funding for Phase 1 of the project in the amount of \$143,685.00, which requires a local match of \$47,895.00, resulting in a total project cost of \$191,580.00. See attached grant award letter. Staff has requested a time extension for completion of Phase I deliverables.

Staff is requesting authorization to establish an Engineering Grants Fund appropriation of \$143,685.00 and corresponding revenue and expenditure budgets to allow for reimbursement of eligible project expenditures through the California Governor's Office of Emergency Services (CalOES) for the Project. The required local match of \$47,895.00 is available through FY 2020 annual budget appropriations for Environmental Compliance Contract Services.





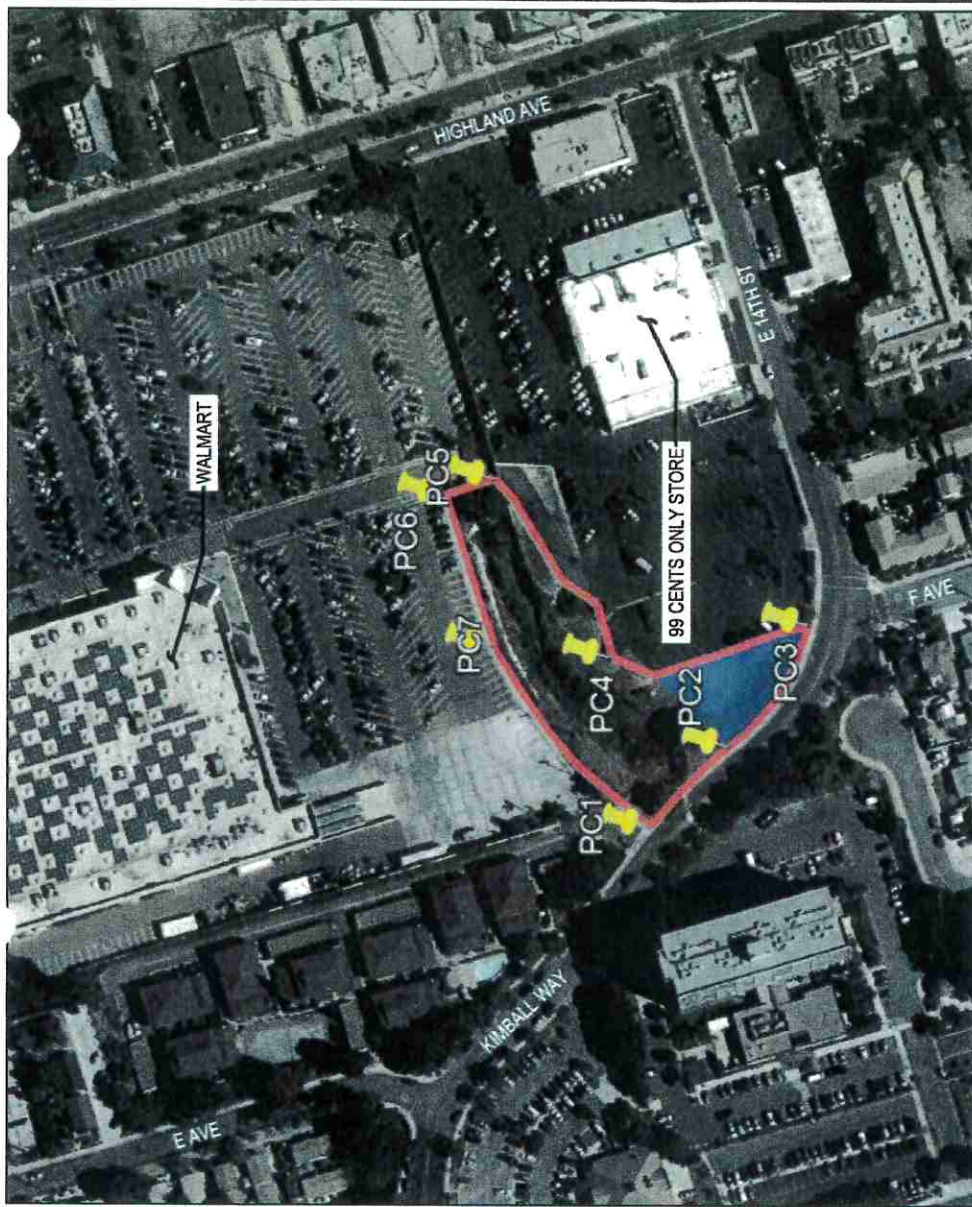
**VICINITY MAP**  
SCALE: 1" = 20,000 FT

**LEGEND:**

-  PROJECT BOUNDARY
-  PROJECT STAGING AREA

**PROJECT COORDINATES**

ID	LATITUDE	LONGITUDE
PC1	32.673004°	-117.099533°
PC2	32.672766°	-117.099238°
PC3	32.672531°	-117.098800°
PC4	32.673132°	-117.098928°
PC5	32.673491°	-117.098294°
PC6	32.673645°	-117.098357°
PC7	32.673490°	-117.098897°



**PROJECT LOCATION MAP**  
SCALE: 1" = 200'



**ATTACHMENT C:  
VICINITY AND PROJECT LOCATION MAPS**

NATIONAL CITY, CALIFORNIA



PARADISE CREEK AT HIGHLAND



**FEMA**

March 19, 2019

Charles Rabamad  
Governor's Authorized Representative  
California Office of Emergency Management  
3650 Schriever Ave.  
Mather, California 95655

Reference: Phase One Approval, HMGP #4308-227-31  
City of National City, FIPS Code # 073-50398  
Paradise Creek Improvements at Highland Avenue Phase 1  
Supplement #19

Dear Mr. Rabamad:

We have reviewed and approved the above referenced Hazard Mitigation Grant Program (HMGP) subapplication for the City of National City (subrecipient). We have determined that the project is eligible and based on the City of National City's request, we are approving \$191,580 for Phase One costs, including a geotechnical analysis and stream modeling. As shown in the enclosed Supplement #19, we obligated a 75 percent Federal share of \$143,685 for the Phase One. The \$143,685 Federal share funding is now available in Smartlink for eligible disbursements.

The Phase One approval and obligation of funds are subject to the following:

- 1. Phase One Scope of Work (SOW)** –The Phase One SOW includes a field survey, geotechnical analysis and stream modeling. Based on the results on the geotechnical investigation, recommendations would be developed to determine how to mitigate and repair the channel for Phase Two.
- 2. Phase One Completion Date**-The Phase One deliverables include completed designs and are due to FEMA and CalOES by July 19, 2019.
- 3. Environmental Planning and Historic Preservation (EHP)** – The Phase One SOW is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement. This covers geotechnical boring within the banks of the channel to determine the extent and depth of slope failures. A copy of the finding is enclosed for your use. It is important that you review and comply with these conditions.
- 4. The Subrecipient is not to initiate Phase Two activities** such as construction until FEMA provides written notification that the review process is completed, including compliance with the National Environmental Policy Act (NEPA) laws and regulations.
- 5. This award is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions***, as amended August 2017. Federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance, please contact Katie Grasty, Senior Hazard Mitigation Assistance Specialist at [katie.grasty@fema.dhs.gov](mailto:katie.grasty@fema.dhs.gov).

Sincerely,



Juliette Hayes  
Director  
Mitigation Division  
FEMA, Region IX

cc: Robin Shepard, Cal OES  
Monika Saputra, Cal OES

Enclosures (4):

1. Supplement #19 Obligation Report
2. Project Management Report
3. Record of Environmental Considerations
4. Standard HMGP Conditions



03/19/2019  
12:07 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4308	31 -R	0	227	CA	Statewide

Sub-Recipient: National City  
FIPS Code: 073-50398

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Recipient : Statewide

Sub-Recipient : National City

Recipient County Name : San Diego

Sub-Recipient County Name : San Diego

Recipient County Code : 73

Sub-Recipient County Code : 73

Recipient Place Name : National City

Sub-Recipient Place Name : National City

Recipient Place Code : 0

Sub-Recipient Place Code : 50398

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date
0	Design & Permits	3.7 Months	00/00/0000	00/00/0000
0	Construction	5.3 Months	00/00/0000	00/00/0000
0	Project Closeout	3 Months	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$191,580	75.00000000	\$143,685	25.00000000	47895

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Proj Alloc Amount Fed Share	Recipient Admin Amount	Sub-Recipient Admin Amount	Total Alloc A
8	A	03/15/2019	03/14/2019	2019	2800551	3	\$143,685.00	\$0.00	\$0.00	\$
Total							\$143,685.00	\$0.00	\$0.00	\$143

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Recipient Admin Amount	Sub-Recipient Admin Amount	Total O Am
1	A	03/15/2019	03/15/2019	2019	2844037	0	19	\$143,685	\$0	\$0	:
Total								\$143,685.00	\$0.00	\$0.00	\$14

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4308-227-31

Title: Paradise Creek Improvements at Highland Ave. (Phase I - Geotech)

NEPA DETERMINATION

Non Compliant Flag: No  
EA Draft Date: EA Final Date:  
EA Public Notice Date: EA Fonsl Level: CATEX  
EIS Notice of Intent EIS ROD Date:

Comment This project is being phased (Phase I - Design Development; Phase II - Construction). This review covers Phase I actions (Design Development) to fund A&E to design implementable actions for reducing flooding along a 340 foot reach of the Paradise Creek Channel (1200 Highland Ave, National City, CA 91950 and 1320 Highland Ave, National City, CA 91950). Phase I activities will not have any ground disturbance. This review does not cover construction actions.

This project has been determined to be Categorical Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01: Categorical Exclusion a7 has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - sortega3 - 02/27/2019 01:53:43 GMT

\*\*\*Disregard Previous Comment\*\*\*

This project is being phased. This review covers Phase I actions and would only involve geotechnical boring within the banks of the channel in order to determine the extent and depth of the slope failures. Based on the results of the geotechnical investigation, recommendations would be developed to determine how to mitigate and repair the channel walls in a future project phase. The purpose of the project is reduce flooding along a 340 foot reach of the Paradise Creek Channel. The project would provide bank protection, water quality improvements, debris control, habitat, and aesthetic opportunities through the reconstruction and re-vegetation along this 340 linear feet section of Paradise Creek channel, a creek that runs through an urban setting. The proposed work would remove all concrete from the channel in order to properly channel the erosive velocities during peak storm events. The channel bed will be re-graded into a uniform trapezoid channel that will minimize vegetation overgrowth and provide proper stormwater conveyance. The falling side slopes will be reinforced and re-compacted, particularly in the area where a retaining wall has become undermined due to erosive storm water velocities. The expected outcome of the proposed improvements would be a re-stabilized channel with enhanced drainage design in order to support natural vegetation, minimize overgrowth, and convey the heavy rain events within the floodway. This review is only for the proposed geotechnical work. Implementation of subsequent phases will require additional EHP review.

This project has been determined to be Categorical Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01: Categorical Exclusion(s) n8 has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - sortega3 - 03/04/2019 19:35:29 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n8	(*n8) Federal Assistance for New Construction Activities of Less Than One Acre in Undisturbed or Undeveloped Areas. Federal assistance for new construction and associated site preparation activities in undisturbed or undeveloped areas when the activities comprise less than one acre and follow best management practices to control noise, water, and air pollution. This category does not apply to new construction in undisturbed or undeveloped floodplains, wetlands, or seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified). This CATEX covers the range of activities typically necessary for new construction, including field work (e.g. borings, site inspection) and temporary staging and use of construction equipment and vehicles.	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If	Yes

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4308-227-31

Title: Paradise Creek Improvements at Highland Ave. (Phase I - Geotech)

Catex Category Code	Description	Selected
	any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	The proposed action is to provide funding to Subrecipient for them to secure design development services from A&E consultant. This is an administrative task that would result in no permanent air emissions. - sortega3 - 02/27/2016 22:46:16 GMT***Disregard Previous Comment***The project is located in San Diego that is within a nonattainment area for 8-Hour Ozone (2008) and 8-Hour Ozone (2015) according to the U.S. Environmental Protection Agency (USEPA) <a href="https://www3.epa.gov/airquality/greenbook/andl.html">https://www3.epa.gov/airquality/greenbook/andl.html</a> , updated February 28, 2019. Based on the scope of work, the potential emissions from project activities are clearly below the minimum thresholds for the General Conformity Rule. Thus, the project is exempt from a conformity determination. See Condition. - sortega3 - 03/04/2019 19:38:15 GMT***Clarification*** This project is located in San Diego County. - sortega3 - 03/04/2019 20:35:50 GMT
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4306-227-31

Title: Paradise Creek Improvements at Highland Ave. (Phase I - Geotech)

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	This project is to take place in or near waters of the USA, the Sub-Grantee is required to contact the US Army Corps of Engineers (USACE) to determine and obtain documentation on whether project activities require a USACE permit under Section 404 of the Clean Water Act (CWA). All documentation pertaining to permits, must be attached to the Subgrant Application. If required, it is the responsibility of the Sub-Grantee to obtain or otherwise qualify for a 404 permit. Noncompliance with this requirement may jeopardize receipt of Federal financial assistance. - sortega3 - 03/04/2019 21:14:26 GMT
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The proposed action is to provide funding to Subrecipient for them to secure design development services from A&E consultant. This is an administrative task that would result in no impacts to floodplains. - sortega3 - 02/27/2019 23:02:12 GMT***Comment above is Void and No Longer Applicable***The project is located within an Zone AE, a Special Flood Hazard Area (100-year floodplain, base floodplain), per Flood Insurance Rate Map (FIRM) panel 08073C1911G, dated 5/16/2012. The proposed action is a temporary action with only short-term occupancy of the floodplain and would not likely result in any potential direct impacts that would adversely affect the natural values and function of floodplains. Impacts to floodplain will be reassessed again based on proposed final construction design. This review is only for the proposed geotechnical work. Implementation of subsequent phases will require additional floodplain review. See Attached Floodplain map. - sortega3 - 03/04/2019 20:39:23 GMT
	Completed	No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	The proposed action is to provide funding to Subrecipient for them to secure design



22:22:50

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4308-227-31

Title: Paradise Creek Improvements at Highland Ave. (Phase I - Geotech)

Environmental Law/ Executive Order	Status	Description	Comment
			development services from A&E consultant. This is an administrative task that would result in no impacts to wetlands. - sortega3 - 02/27/2019 22:49:47 GMT***Disregard Previous Comment***The project may affect wetlands. The Eight-Step Decision-Making Process was followed and documented in the attached 8-Step Process Checklist. See Attachment and Conditions. - sortega3 - 03/04/2019 19:42:30 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	The SOW associated with this grant will result in a beneficial impact to all populations. - sortega3 - 02/27/2019 22:52:08 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	Based on the scope of work associated with this undertaking does not have the potential to affect listed or proposed species or critical habitat. See Attached No Effect Memo. - sortega3 - 02/27/2019 01:54:58 GMT***Disregard Previous Comment***The project location and scope will occur within a heavily modified creek channel in a dense urban area. These project activities would have No Effects on any federally listed species and/or their Critical Habitat. See Attached No Effect Memo. - sortega3 - 03/04/2019 19:36:53 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	

22:22:50

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4308-227-31

Title: Paradise Creek Improvements at Highland Ave. (Phase I - Geotech)

Environmental Law/ Executive Order	Status	Description	Comment
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Based on the nature of activities, the SOW associated with this grant does not have the potential to take migratory birds. - sortega3 - 03/04/2019 19:39:05 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA consulted with the State Historic Preservation Officer (SHPO) on February 1, 2019 and made a finding of no historic properties affected in accordance with Stipulation II.C of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), State Historic Preservation Office (SHPO) and California Office of Emergency Services (Cal OES) (signed October 30, 2014). SHPO concurred with the FEMA finding by letter dated February 26, 2019. Copies of letters are attached. See condition. - mlhorsg1 - 02/27/2019 14:52:20 GMT
	Completed	Historic Buildings and Structures	
	Completed	No properties in the project area are 50 years or older or listed on the National Register - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has no potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation attached) - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4308-227-31

Title: Paradise Creek Improvements at Highland Ave. (Phase I - Geotech)

Special Conditions required on Implementation of Projects:

The Sub-Grantee is responsible for proper identification of wetlands. Under EO 11990 - Protection of Wetlands. The Sub-Grantee is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The Sub-Grantee shall comply with all conditions of the required permit. All coordination pertaining to these activities shall be documented and copies forwarded to the California Office of Emergency Services as part of the permanent project files.

Source of condition: Executive Order 11990 - Wetlands Monitoring Required: No

The Sub-Grantee shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Source of condition: Executive Order 11990 - Wetlands Monitoring Required: No

One tribe responded and requested monitoring (attached).

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

## Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2017

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE APPROPRIATION OF \$143,685.00 FOR PHASE I OF  
PARADISE CREEK IMPROVEMENTS BETWEEN HIGHLAND AVENUE AND  
KIMBALL WAY, REIMBURSABLE THROUGH THE HAZARD MITIGATION GRANT  
PROGRAM APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
(FEMA), THE ESTABLISHMENT OF CORRESPONDING REVENUE AND  
EXPENDITURE ACCOUNTS, AND COMMITTING TO PROVIDE A LOCAL MATCH  
OF \$47,895.00**

WHEREAS, on November 1, 2017, the Engineering and Public Works Department submitted a project proposal for a California Governor's Office of Emergency Services (CalOES) grant to improve Paradise Creek between Highland Avenue and Kimball Way; and

WHEREAS, the proposed project will provide water quality and flood control features through the reconstruction and revegetation of the 340 linear foot section of the channel; and

WHEREAS, Phase 1 will include a field survey, geotechnical analysis, stream modeling, environmental, engineering, design and permits and Phase 2 will include project construction; and

WHEREAS, on March 19, 2019, staff was notified from CalOES that the City of National City had been awarded Federal funding for Phase 1 of the project in the amount of \$143,685.00, which requires a local match of \$47,895.00, resulting in a total project cost of \$191,580.00; and

WHEREAS, staff is requesting authorization to establish an Engineering Grants Fund appropriation of \$143,685.00 and corresponding revenue and expenditure budgets to allow for reimbursement of eligible project expenditures through the California Governor's Office of Emergency Services (CalOES) for the Project and time extension for completion of Phase I deliverables.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the establishment of an Engineering Grants Fund appropriation of \$143,685.00 and corresponding revenue and expenditure budgets to allow for the reimbursement of eligible project expenditures through the California Governor's Office of Emergency Services (CalOES) for Phase I of Paradise Creek Improvements between Highland Avenue and Kimball Way.

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**Resolution 2019 –**  
Page Two

**BE IT FURTHER RESOLVED** that the City Council authorizes a local match of \$47,895 available through FY 2020 annual budget appropriations for Environmental Compliance Contract Services, resulting in a total project cost of \$191,580.00.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City correcting a clerical error in City Council Resolution No. 2018-124 by authorizing the establishment of an Engineering Grants Fund appropriation in the amount of \\$80,000 and a corresponding revenue budget to allow for reimbursement of eligible project expenditures with State Highway Account funds as part of a Systematic Safety Analysis Report Program \(SSARP\) grant to complete a Citywide Traffic Safety Study. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City correcting a clerical error in City Council Resolution No. 2018-124 by authorizing the establishment of an Engineering Grants Fund appropriation in the amount of \$80,000 and a corresponding revenue budget to allow for reimbursement of eligible project expenditures with State Highway Account funds as part of a Systematic Safety Analysis Report Program (SSARP) grant to complete a Citywide Traffic Safety Study.

**PREPARED BY:** Jose Lopez, P.E. 

**PHONE:** 619-336-4312

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

\$80,000

Revenue Account: 296-06044-3463

Expenditure Account: 296-409-500-598-6044 (Citywide Traffic Safety Study – SSARP Grant)

**APPROVED:** 

**Finance**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

Categorical Exemption per Class 6 (Information Collection), Section 15306, 2016 California Environmental Quality Act (CEQA).

**ORDINANCE:**

**INTRODUCTION:**

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt Resolution correcting a clerical error in City Council Resolution No. 2018-124 by authorizing the establishment of an Engineering Grants Fund appropriation in the amount of \$80,000 and a corresponding revenue budget to allow for reimbursement of eligible project expenditures with State Highway Account funds as part of a Systematic Safety Analysis Report Program (SSARP) grant to complete a Citywide Traffic Safety Study.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/ City Council Resolution No. 2018-124
2. Resolution

### Explanation

On May 19, 2017, the California Department of Transportation (Caltrans) awarded a \$90,000 Systematic Safety Analysis Report Program (SSARP) grant to the City of National City for completion of a Citywide Traffic Safety Study. The intent of this grant program is to assist local agencies in performing a comprehensive collision analysis to identify areas of concern and appropriate countermeasures to enhance safety. The results of the study will then be used to prepare future Highway Safety Improvement Program (HSIP) grant applications to obtain funding for capital improvements.

On July 17, 2018, City Council adopted Resolution No. 2018-124 taking the following actions: 1) authorizing the Mayor to execute Program Supplement Agreement No. R16 for the acceptance of State Highway Account (SHA) funds in the amount of \$90,000 through the Systematic Safety Analysis Report Program (SSARP); 2) authorizing the use of the General Fund balance to provide matching funds in the amount of \$10,000, as required by the grant; and 3) authorizing the establishment of an Engineering Grants Fund appropriation and a corresponding revenue budget.

Due to a clerical error, only \$10,000 was authorized for an Engineering Grants Fund appropriation. Since the grant allows for reimbursement of up to \$90,000 in SHA funds, staff is requesting City Council authorization to allow for the establishment of an Engineering Grants Fund appropriation for the remaining \$80,000.

RESOLUTION NO. 2018 -124

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT  
AGREEMENT NO. 0R16 REV. 000 WITH THE STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE  
TRAFFIC SAFETY STUDY TO ALLOW FOR REIMBURSEMENT OF  
UP TO \$90,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH  
THE SYSTEMATIC SAFETY ANALYSIS REPORT PROGRAM, AND  
AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING  
GRANTS FUND APPROPRIATION IN THE AMOUNT OF \$10,000  
AND A CORRESPONDING REVENUE BUDGET

WHEREAS, on May 19, 2017, the California Department of Transportation (Caltrans) awarded a \$90,000 Systematic Safety Analysis Report Program ("SSARP") grant for the Citywide Traffic Safety Study in which Caltrans allocated \$90,000 for program implementation; and

WHEREAS, there is a local match requirement of \$10,000 that is available in the Traffic Safety Enhancements CIP expenditure account through Fiscal Year 2019 CIP budget appropriations; and

WHEREAS, the SSARP implementation will examine three years of crash data that will be used to develop a comprehensive planning document identifying safety projects that will reduce or eliminate potential traffic safety hazards to assist local agencies in performing a collision analysis, identifying safety issues, and develop a list of systemic low-cost countermeasures that can be used to prepare future HSIP and other safety program applications; and

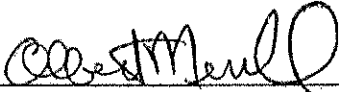
WHEREAS, to allow for the reimbursement of eligible project expenditures through the Federal SSARP grant, the City is required to execute Program Supplement Agreement No. R16 to Administering Agency-State Master Agreement No. 0013S.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement No. 0R16 Rev. 000 with the State of California Department of Transportation (Caltrans) for the Citywide Traffic Safety Study to allow for reimbursement of up to \$90,000 in eligible project expenditures through the Systematic Safety Analysis Report Program (SSARP).


BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of an Engineering Grants Fund and a corresponding revenue budget appropriation in the amount of \$10,000.

*[Signature Page to Follow]*

PASSED and ADOPTED this 17th day of July, 2018.

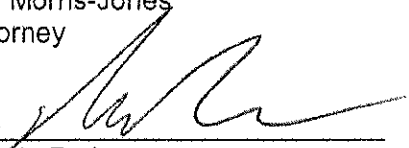
  
\_\_\_\_\_  
Albert Mendivil, Vice Mayor  
For Ron Morrison, Mayor

ATTEST:

  
\_\_\_\_\_  
For Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

By:   
\_\_\_\_\_  
Nicole Pedone  
Acting City Attorney

Passed and adopted by the Council of the City of National City, California, on July 17, 2018 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Rios, Sotelo-Solis.

Nays: None.

Absent: Morrison.

Abstain: None.

AUTHENTICATED BY: RON MORRISON  
Mayor of the City of National City, California

\_\_\_\_\_  
City Clerk of the City of National City, California



By: *Christy Neuell*  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2018-124 of the City of National City, California, passed and adopted by the Council of said City on July 17, 2018.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
CORRECTING A CLERICAL ERROR IN CITY COUNCIL RESOLUTION NO. 2018-  
124 BY AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS  
FUND APPROPRIATION IN THE AMOUNT OF \$80,000 AND A CORRESPONDING  
REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT  
EXPENDITURES WITH STATE HIGHWAY ACCOUNT FUNDS AS PART OF A  
SYSTEMATIC SAFETY ANALYSIS REPORT PROGRAM (SSARP) GRANT TO  
COMPLETE A CITYWIDE TRAFFIC SAFETY STUDY**

WHEREAS, on May 19, 2017, the California Department of Transportation (Caltrans) awarded a \$90,000 Systematic Safety Analysis Report Program (“SSARP”) grant to the City of National City for the completion of a Citywide Traffic Safety Study; and

WHEREAS, the SSARP implementation will examine three years of crash data that will be used to develop a comprehensive planning document identifying safety projects that will reduce or eliminate potential traffic safety hazards to assist local agencies in performing a collision analysis, identifying safety issues, and develop a list of systemic low-cost countermeasures that can be used to prepare future HSIP and other safety program applications; and

WHEREAS, on July 17, 2018, City Council adopted Resolution No. 2018-124 taking the following actions: 1) authorizing the Mayor to execute Program Supplement Agreement No. R16 for the acceptance of State Highway Account (SHA) funds in the amount of \$90,000 through the Systematic Safety Analysis Report Program (SSARP); 2) authorizing the use of the General Fund balance to provide matching funds in the amount of \$10,000, as required by the grant; and 3) authorizing the establishment of an Engineering Grants Fund appropriation and a corresponding revenue budget; and

WHEREAS, due to a clerical error, only \$10,000 was authorized for an Engineering Grants Fund appropriation and since the grant allows for reimbursement of up to \$90,000 in SHA funds, staff is requesting City Council to correct the clerical error by authorizing the establishment of an Engineering Grants Fund appropriation for the remaining \$80,000.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes a correction of the clerical error by establishing an Engineering Grants Fund appropriation in the amount of \$80,000 and a corresponding revenue budget.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Angil Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of 185 feet of "No Parking Vehicles Over 6' High" signage to restrict truck parking on the north side of W. 4th Street between Roosevelt Avenue and National City Blvd in front of "San Diego Leather Jacket Sales" located at 340 National City Blvd. \(TSC No. 2019-04\).](#)  
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of 185 feet of "No Parking Vehicles Over 6' High" signage to restrict truck parking on the north side of W. 4th Street between Roosevelt Ave and National City Blvd in front of "San Diego Leather Jacket Sales" located at 340 National City Blvd (TSC No. 2019-04).

**PREPARED BY:** Luca Zappiello, Assistant Engineer - Civil

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

*L.Z.*

**APPROVED BY:** \_\_\_\_\_

*[Signature]*

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the installation of 185 feet of "No Parking Vehicles Over 6' High" signage on the north side of W. 4th St. between Roosevelt Ave and National City Blvd in front of "San Diego Leather Jacket Sales."

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on May 8, 2019, the Traffic Safety Committee approved staff's recommendation to install 185 feet of "No Parking Vehicles Over 6' High" signage on the north side of W. 4th St. in front of "San Diego Leather Sales".

**ATTACHMENTS:**

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on May 8, 2019 (TSC No. 2019-04)
3. Resolution



## EXPLANATION

Mr. Tony Estolano, General Manager of the business "San Diego Leather Jacket Sales" (business), located at 340 National City Boulevard, has requested the installation of "No Truck Parking" signage on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard in front of their business. Mr. Estolano stated that there is an existing parking restriction (one hour parking from 8 a.m. until 6 p.m.) in front of their business that is often violated since trucks, semi-trucks, and trailers park in front of their business. Mr. Estolano stated that this situation happens during the morning and business staff must call the parking regulation officers in order to issue a citation. According to Mr. Estolano, this occurs frequently since the aforementioned vehicles parked belong to several different companies nation-wide. Mr. Estolano stated that the installation of "No Truck Parking" would discourage trucks, semi-trucks, and/or trailers from parking in front of the business.

Staff visited the site and verified that the business is located on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard. The business has a parking lot with twelve (12) private parking spaces, including one disabled persons parking space that is located on the west side of the building. It should be noted that the business is located close to Roosevelt Avenue where several trucks are parked during the day and night. Furthermore, it should be noted that staff is evaluating opportunities to relocate truck parking to more desirable locations and/or establish truck permit parking programs to minimize impacts to residents and businesses.

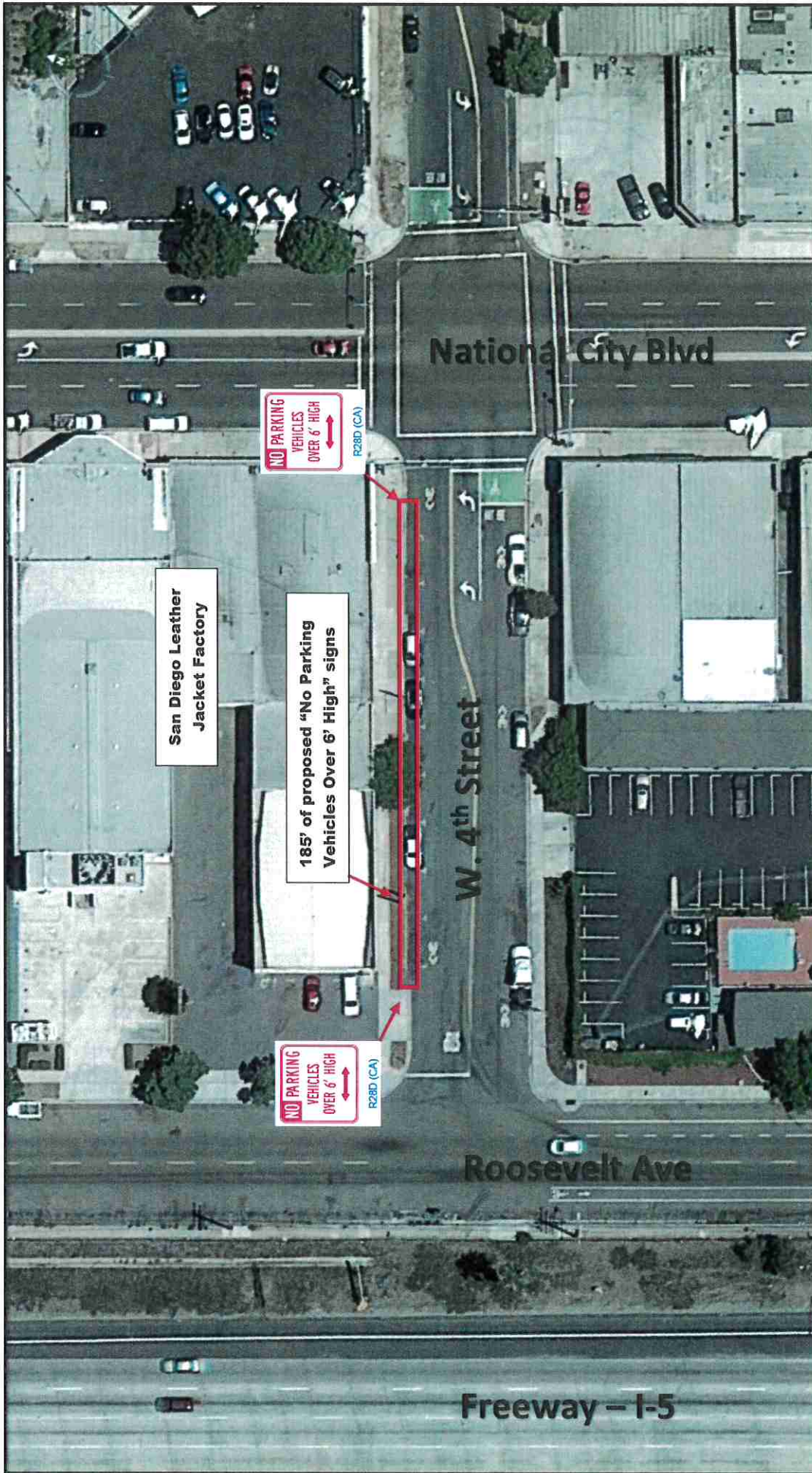
Staff measured the amount of parking available on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard in front of their business. In total, there are approximately 185 feet of on-street parallel parking spaces available for nine (9) vehicles.

This item was presented to the Traffic Safety Committee on May 8, 2019. Ms. Nancy Estolano, owner of the business, and three other residents were in attendance and spoke in support of the item.

Staff presented the results of the site evaluation to the Traffic Safety Committee and recommended the installation of 185 feet of "No Parking Vehicles Over 6' High" signage to restrict truck parking on the north side of W. 4th Street between Roosevelt Ave and National City Blvd in front of "San Diego Leather Jacket Sales" located at 340 National City Blvd. After discussion, the Traffic Safety Committee voted unanimously to approve staff's recommendation.

If approved by City Council all work will be performed by City Public Works.

Location Map with Proposed Enhancements (TSC Item: 2019-04)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR MAY 8, 2019**

**ITEM NO. 2019-04**

**ITEM TITLE:** REQUEST TO INSTALL 185 FEET OF "NO TRUCK PARKING" SIGNAGE ON THE NORTH SIDE OF W. 4<sup>TH</sup> STREET BETWEEN ROOSEVELT AVE AND NATIONAL CITY BLVD IN FRONT OF "SAN DIEGO LEATHER JACKET SALES" LOCATED AT 340 NATIONAL CITY BLVD.

**PREPARED BY:** Luca Zappiello, Assistant Engineer - Civil  
Engineering & Public Works Department

**DISCUSSION:**

Mr. Tony Estolano, General Manager of the business "San Diego Leather Jacket Sales" (business), located at 340 National City Boulevard, has requested the installation of "No Truck Parking" signage on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard in front of their business. Mr. Estolano stated that there is an existing parking restriction (one hour parking from 8 a.m. until 6 p.m.) in front of their business that is often violated since trucks, semi-trucks and trailers park in front of their business. Mr. Estolano stated that this situation happens during the morning and business staff must call the parking regulation officers in order to issue a citation. According to Mr. Estolano this occurs frequently since the aforementioned vehicles parked belong to several different companies nation-wide. Mr. Estolano stated that the installation of "No Truck Parking" would discourage trucks, semi-trucks and/or trailers from parking in front of the business.

Staff visited the site and verified that the business is located on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard. The business has a parking lot with twelve (12) private parking spaces, including one disabled persons parking space that is located on the west side of the building. It should be noted that the business is located close to Roosevelt Avenue where several trucks are parked during the day and night. Furthermore, it should be noted that staff is evaluating opportunities to relocate truck parking to more desirable locations and/or establish truck permit parking programs to minimize impacts to residents and businesses.

Staff measured the amount of parking available on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard in front of their business. In total, there are approximately 185 feet of on-street parallel parking spaces available for nine (9) vehicles.

**STAFF RECOMMENDATION:**

Staff recommends the installation of 185 feet of "No Parking Vehicles Over 6' High" signs (R28D) on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard in front of "San Diego Leather Jacket Sales".

**EXHIBITS:**

1. Public Request
2. Public Notice
3. Location Map
4. Photos



## PUBLIC REQUEST FORM

### Contact Information

Name: Tony Estolano (General Manager San Diego Leather Inc.)

Address: 340 National City Blvd

Phone: 619-477-2900

Email: \_\_\_\_\_

### Request Information

Location: 340 National City Blvd

Request: Request to install "No Truck Parking" signage on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard in front of their business in order to discourage trucks, semi-trucks and/or trailers from parking in front of the business.

Attachments:  Yes  No Description: \_\_\_\_\_

### Internal Use Only:

Request Received By: L. Zappiello Date: April 10, 2019

Received via:  Counter/In-Person  Telephone  Email  Fax  Referral: \_\_\_\_\_

Assigned To: L. Zappiello

Notes: \_\_\_\_\_

## Luca Zappiello

---

**From:** Luca Zappiello  
**Sent:** Thursday, May 02, 2019 4:22 PM  
**To:** 'tony@leather.com'  
**Subject:** Traffic Safety Committee Meeting scheduled for Wednesday, May 8, 2019, at 1:00 P.M.  
**Attachments:** Location Map TSC 2019-04.pdf

Good afternoon Tony,

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, May 8, 2019, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss regarding the request to install "No Truck Parking" signage on the north side of W. 4th Street between Roosevelt Avenue and National City Boulevard in front of the business "San Diego Leather Jacket Sales" (see location map).

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 2<sup>nd</sup> Floor of City Hall via a pedestrian bridge.

Please let me know if you have any questions, comments, and/or concerns.

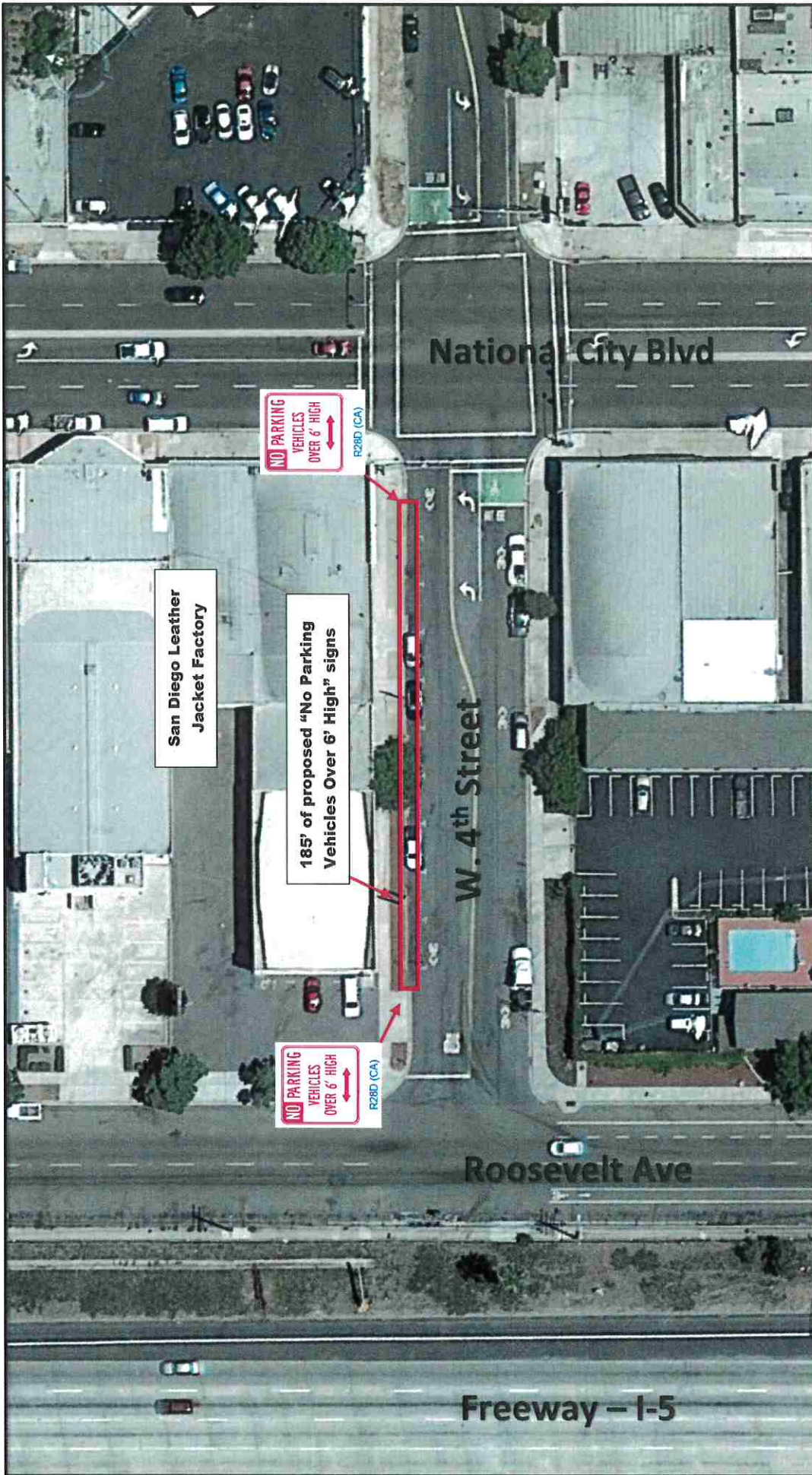
Thanks,  
Luca Zappiello, EIT  
Assistant Engineer – Civil  
City of National City  
Engineering & Public Works Department  
1243 National City Blvd.  
National City, CA 91950

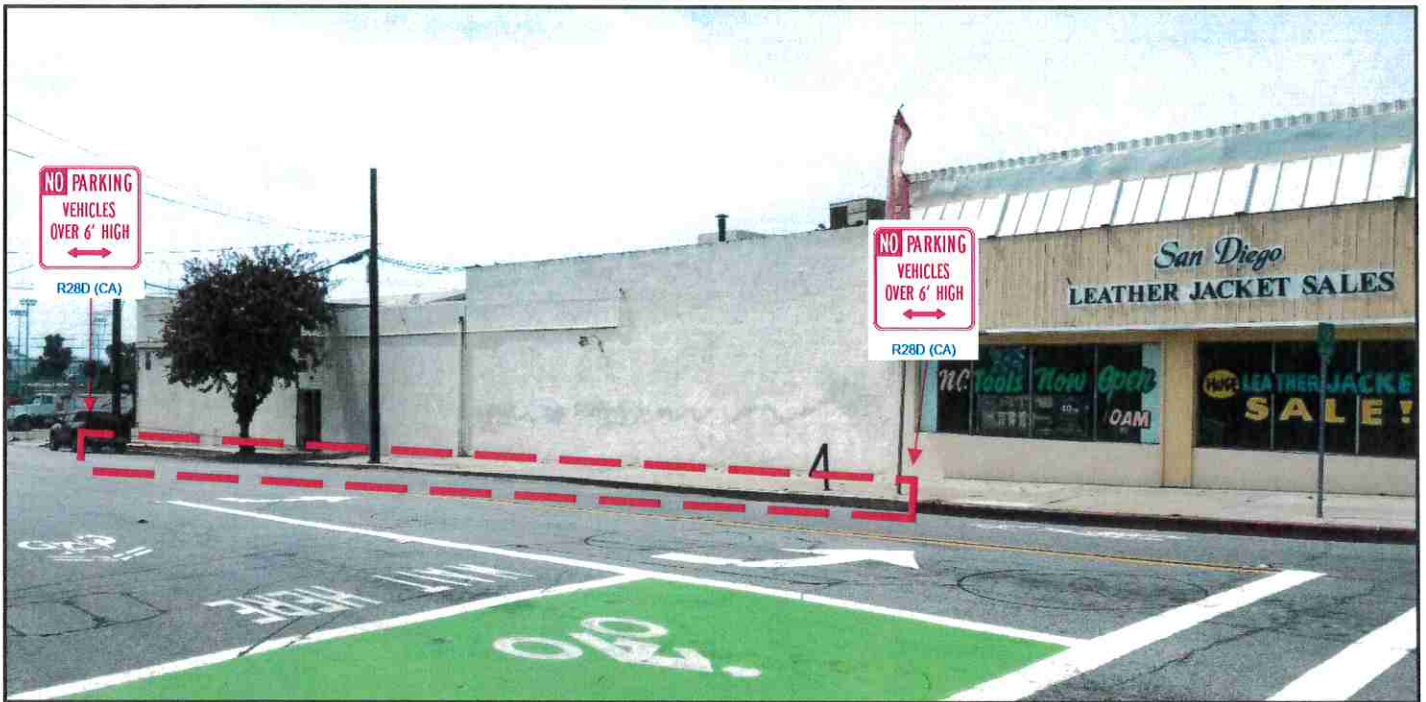
Office: (619) 336-4380  
Direct: (619) 336-4360  
Fax: (619) 336-4397  
Email: [lzappiello@nationalcityca.gov](mailto:lzappiello@nationalcityca.gov)

The City of National City is open Monday through Thursday from 7:00 a.m. – 6:00 p.m.; Offices are closed on Fridays. For more information, please visit [www.nationalcityca.gov](http://www.nationalcityca.gov). For more information regarding Capital Projects, please visit [www.nationalcityprojects.com](http://www.nationalcityprojects.com).



Location Map with Proposed Enhancements (TSC Item: 2019-04)





Location of proposed "No Parking vehicles over 6' High" signs on the north side of W. 4<sup>th</sup> Street (looking northwest)



Location of proposed "No Parking vehicles over 6' High" signs on the north side of W. 4<sup>th</sup> Street (looking west)

**RESOLUTION NO. 2019 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF 185 FEET OF “NO PARKING VEHICLES  
OVER 6’ HIGH” SIGNAGE TO RESTRICT TRUCK PARKING ON THE NORTH SIDE  
OF WEST 4TH STREET BETWEEN ROOSEVELT AVENUE AND NATIONAL CITY  
BOULEVARD IN FRONT OF “SAN DIEGO LEATHER JACKET SALES” LOCATED  
AT 340 NATIONAL CITY BOULEVARD**

WHEREAS, Mr. Tony Estolano, General Manager of the business “San Diego Leather Jacket Sales” (business), located at 340 National City Boulevard, has requested the installation of “No Truck Parking” signage on the north side of West 4th Street between Roosevelt Avenue and National City Boulevard in front of their business; and

WHEREAS, Mr. Estolano stated that there is an existing parking restriction (one hour parking from 8 a.m. until 6 p.m.) in front of their business that is often violated by trucks, semi-trucks, and trailers that park in front of his business; and

WHEREAS, staff visited the site and noted “San Diego Leather Jacket Sales” (business), has a parking lot with twelve (12) private parking spaces, including one disabled persons parking space that is located on the west side of the building and that the business is located close to Roosevelt Avenue where several trucks are parked during the day and night; and

WHEREAS, staff is evaluating opportunities to relocate truck parking to a more desirable locations and/or establish truck permit parking programs to minimize impacts to residents and businesses; and

WHEREAS, the Traffic Safety Committee voted unanimously to approve the installation of 185 feet of “No Parking Vehicles Over 6’ High” signage to restrict truck parking on the north side of West 4th Street between Roosevelt Avenue and National City Boulevard in front of “San Diego Leather Jacket Sales” located at 340 National City Boulevard.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the installation of 185 feet of “No Parking Vehicles Over 6’ High” signage to restrict truck parking on the north side of West 4th Street between Roosevelt Avenue and National City Boulevard in front of “San Diego Leather Jacket Sales” located at 340 National City Boulevard.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones, City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of East 17th Street and "L" Avenue to enhance visibility and access from East 17th Street onto "L" Avenue \(TSC No. 2019-05\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of E. 17<sup>th</sup> Street and "L" Avenue to enhance visibility and access from E. 17<sup>th</sup> Street onto "L" Avenue (TSC No. 2019-05).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

| N/A |

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the installation of red curb "No Parking" at the intersection of E. 17<sup>th</sup> Street and "L" Avenue to enhance visibility and access from E. 17<sup>th</sup> Street onto "L" Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on May 8, 2019, the Traffic Safety Committee approved staff's recommendation to install red curb "No Parking" at the intersection of E. 17<sup>th</sup> Street and "L" Avenue.

**ATTACHMENTS:**

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on May 8, 2019 (TSC No. 2019-05)
3. Resolution

## EXPLANATION

An area resident has requested the installation of red curb "No Parking" at the intersection of E. 17<sup>th</sup> Street and "L" Avenue to enhance visibility and access from E. 17<sup>th</sup> Street onto "L" Avenue.

Staff performed a site evaluation. E. 17<sup>th</sup> Street and "L" Avenue are currently 2-lane roadways with parking available on both sides of the streets. The intersection is currently stop controlled for eastbound traffic on E. 17<sup>th</sup> Street. The posted speed limit on "L" Avenue is 25 mph. Staff confirmed that there is no red curb on "L" Avenue at the intersection. Staff evaluated line of site for vehicles attempting to exit E. 17<sup>th</sup> Street onto "L" Avenue and confirmed that it is difficult for drivers to see oncoming traffic when vehicles are parked too close to the intersection.

Staff also reviewed the traffic collision history for this location, which confirmed there were no "reported" traffic collisions within the past four years.

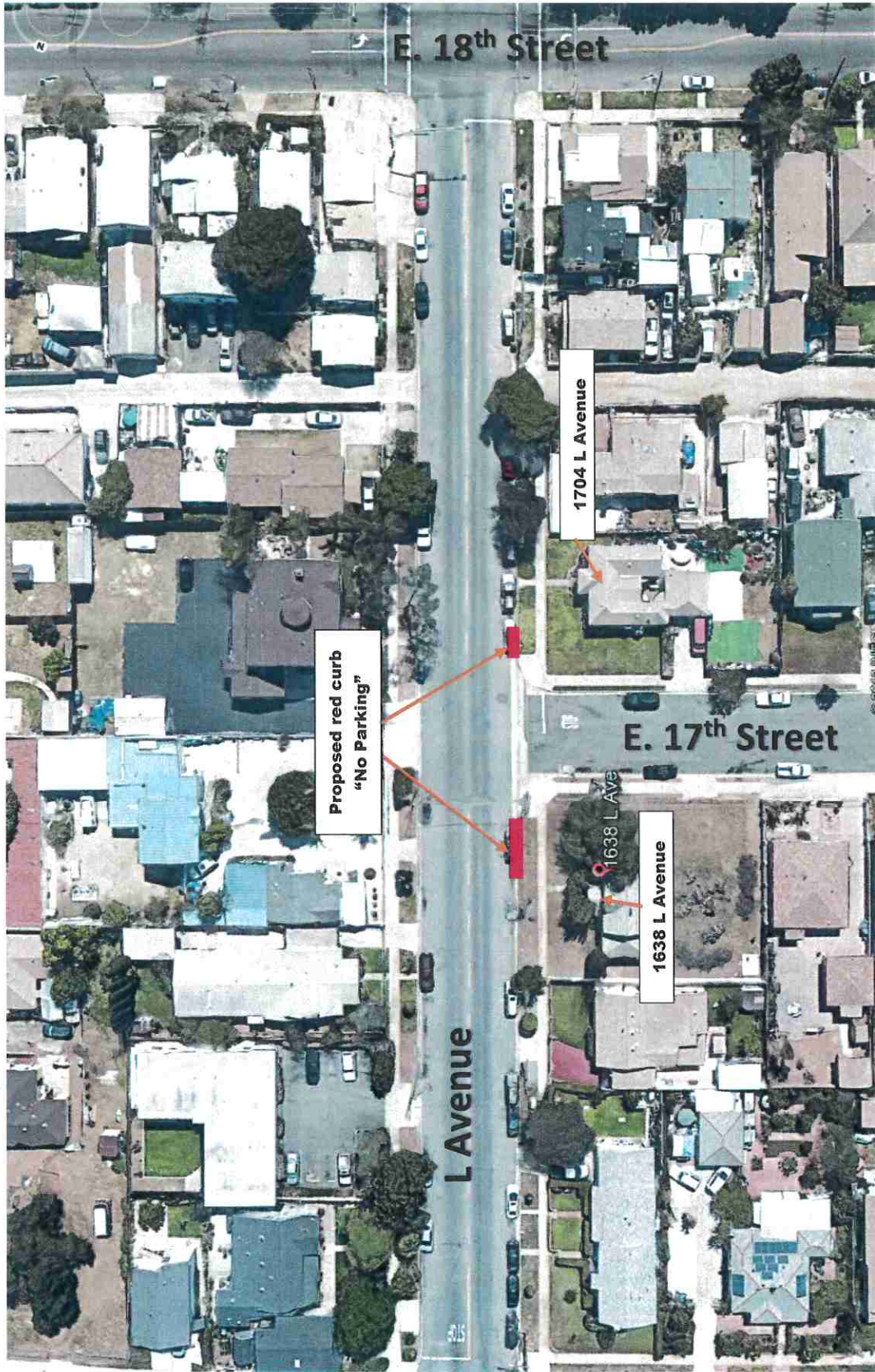
This item was presented to the Traffic Safety Committee on May 8, 2019. Staff sent notices to area residents inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions. There were no members of the public in attendance.

Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee unanimously approved staff's recommendation for the following traffic safety enhancements:

1. Install 20 feet of red curb "No Parking" on the on the west side of "L" Avenue, north of E. 17<sup>th</sup> Street. This will result in the loss of one (1) on-street parking space.
2. Install 10 feet of red curb "No Parking" on the west side of "L" Avenue, south of E. 17<sup>th</sup> Street. This will not result in the loss of on-street parking.

If approved by City Council, all work will be performed by City Public Works.

**Location Map with Recommended Enhancements (TSC Item: 2019-05)**



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR MAY 8, 2019**

**ITEM NO. 2019-05**

**ITEM TITLE:** REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF E. 17<sup>TH</sup> STREET AND "L" AVENUE TO ENHANCE VISIBILITY AND ACCESS FROM E. 17<sup>TH</sup> STREET ONTO "L" AVENUE

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil Engineering & Public Works Department

**DISCUSSION:**

An area resident has requested the installation of red curb "No Parking" at the intersection of E. 17<sup>th</sup> Street and "L" Avenue to enhance visibility and access from E. 17<sup>th</sup> Street onto "L" Avenue.

Staff performed a site evaluation. E. 17<sup>th</sup> Street and "L" Avenue are currently 2-lane roadways with parking available on both sides of the streets. The intersection is currently stop controlled for eastbound traffic on E. 17<sup>th</sup> Street. The posted speed limit on "L" Avenue is 25 mph. Staff confirmed that there is no red curb on "L" Avenue at the intersection. Staff evaluated line of site for vehicles attempting to exit E. 17<sup>th</sup> Street onto "L" Avenue and confirmed that it is difficult for drivers to see oncoming traffic when vehicles are parked to close to the intersection. Therefore, staff recommends installing 20 feet of red curb "No Parking" on the west side of "L" Avenue, north of E. 17<sup>th</sup> Street and 10 feet of red curb "No Parking" south of E. 17<sup>th</sup> Street.

Staff also reviewed the traffic collision history for this location, which confirmed there were no "reported" traffic collisions within the past four years.

**STAFF RECOMMENDATION:**

Based on evaluation of existing conditions, staff recommends the following safety enhancements:

1. Install 20 feet of red curb "No Parking" on the on the west side of "L" Avenue, north of E. 17<sup>th</sup> Street. This will result in the loss of one (1) on-street parking space;
2. Install 10 feet of red curb "No Parking" on the west side of "L" Avenue, south of E. 17<sup>th</sup> Street. This will not result in the loss of on-street parking.

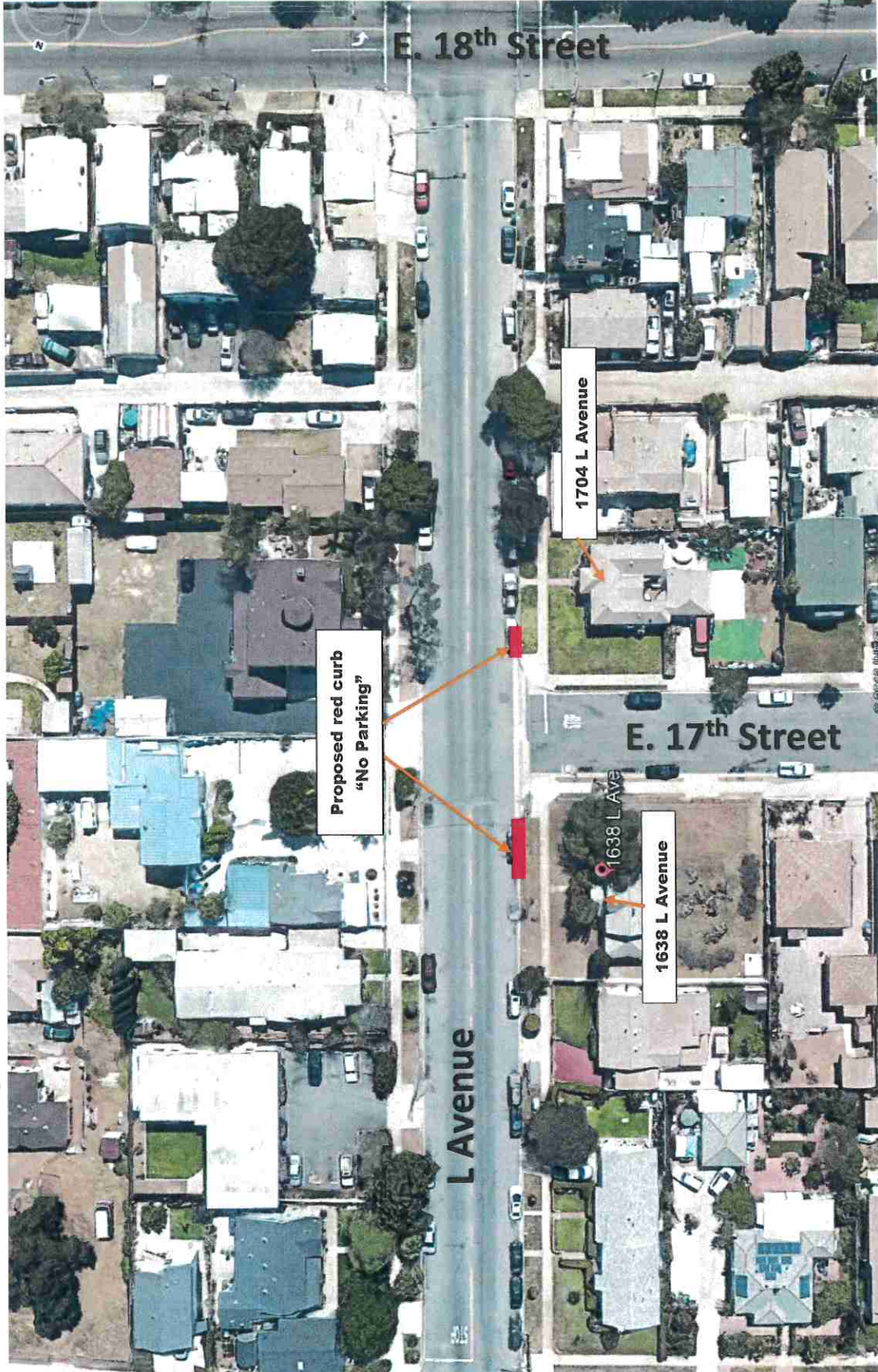
**ATTACHMENTS:**

1. Public Request

2. Public Notice
3. Location Map
4. Photos
5. Traffic Collision History

2019-05

Location Map with Recommended Enhancements (TSC Item: 2019-05)





Location of proposed red curb "No Parking" on L Avenue (looking north)



Location of proposed red curb "No Parking" on L Avenue (looking west)





Location of proposed red curb "No Parking" on L Avenue (looking south)



Location of proposed red curb "No Parking" on L Avenue (looking west)



## PUBLIC REQUEST FORM

### Contact Information

Name:	<u>Jessie Tolentino</u>
Address:	<u></u>
Phone:	<u></u>
Email:	<u></u>

### Request Information

Location:	<u>1638 L Ave</u>
Request:	<u>red curb request</u>
	<u></u>
	<u></u>
	<u></u>
	<u></u>
Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description:	<u>see clickfix ticket # 5462755</u>

### Internal Use Only:

Request Received By:	<u>tirza</u>	Date:	<u>2/28/2019</u>			
Received via:	<input type="checkbox"/> Counter/In-Person	<input type="checkbox"/> Telephone	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Referral:	<u></u>
Assigned To:	<u>TSC</u>					
Notes:	<u></u>					

SECLICKFIX ID  
5462755  
REQUEST TYPE  
Sidewalk Issue

PRIORITY  
Normal  
ADDRESS  
1638 L Ave National City, CA 91950, USA

ASSIGNEE  
Engineering

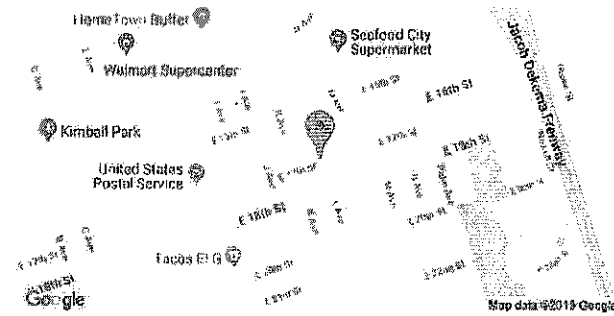
SLA EXPIRES

REPORTED  
02/28/2019 - 10:03AM

SECONDARY QUESTIONS

In case the City needs additional information to resolve this issue, please provide your preferred method of communication (email or phone number). This will be kept private.  
Jessie Tolentino

LOCATION



SUMMARY & DESCRIPTION

**Red Curb Paint Request**

good day, vehicles constantly park too close or past the corner of the street on corners in front of 1638 & 1704 L Ave blocking sight of incoming traffic when making a left or right turn into L Ave from E 17th St. Can I make a request for red curb painting? both corners need it in order to avoid a future inadvertent accident.

MEDIA



Reported by: An anonymous SeeClickFix user  
02/28/2019 - 10:03AM

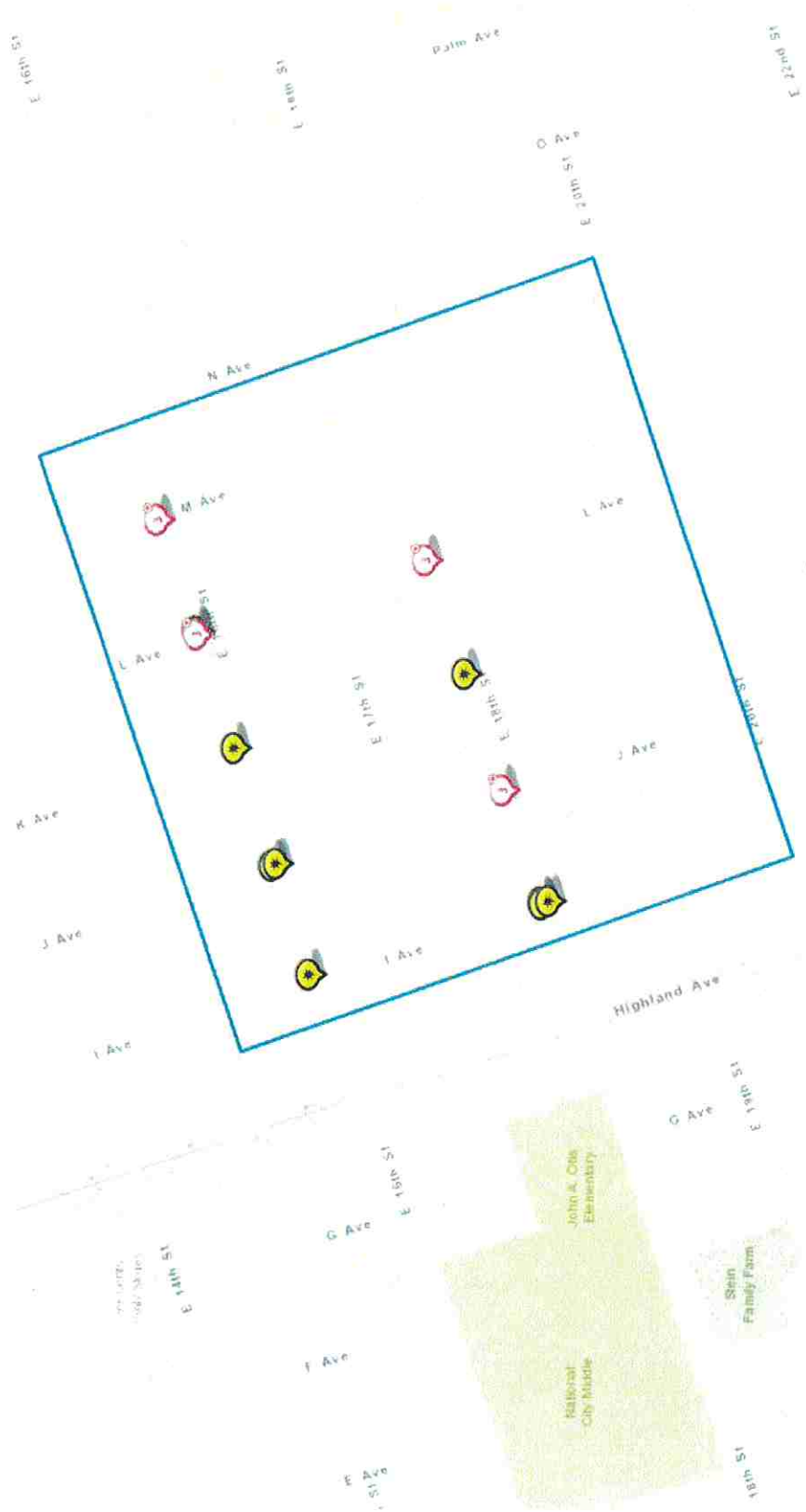
TIMESTAMP INTERNAL COMMENT

COMMENTER

TIMESTAMP	INTERNAL COMMENT	COMMENTER
02/28/2019 10:21AM	Another person wants this fixed!	Jaytee
02/28/2019 12:43PM	NSD Admin assigned this issue to Public Works	NSD Admin
02/28/2019 12:44PM	Yes This issue was recategorized from Other to Sidewalk Issue.	NSD Admin
02/28/2019 12:44PM	Yes NSD Admin assigned this issue to Engineering	NSD Admin
02/28/2019 02:15PM	this problem exists on every street corner...they do it on 6th and palm and you actually have to drive into the oncoming traffic to make the turn	citizen
02/28/2019 02:28PM	Another person wants this fixed!	Margaret
02/28/2019 04:06PM	Thank you for providing your contact information for us to contact you. Please feel free to call the Engineering & Public Works Department at (619) 336-4380 to request updates on the status of your request. Thank you for using National City Connect.	Engineering

# Traffic Collision History (NCPD Records Division)

From April 3, 2015 – April 3, 2019, there were no traffic collisions on the intersection of E. 17<sup>th</sup> Street and L Avenue.





May 2, 2019

RESIDENT/PROPERTY OWNER

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-05

**REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF E. 17<sup>TH</sup> STREET AND "L" AVENUE TO ENHANCE VISIBILITY AND ACCESS FROM E. 17<sup>TH</sup> STREET ONTO "L" 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, May 8, 2019, at 1:00 P.M.** in the 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2019-05.

Sincerely,

Stephen Manganiello  
City Engineer

SM:ch

Enclosure: Location Map

2019-05

**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF RED CURB “NO PARKING” AT THE  
INTERSECTION OF EAST 17<sup>TH</sup> STREET AND “L” AVENUE TO ENHANCE  
VISIBILITY AND ACCESS FROM EAST 17<sup>TH</sup> STREET ONTO “L” AVENUE**

WHEREAS, an area resident has requested the installation of red curb “No Parking” at the intersection of East 17<sup>th</sup> Street and “L” Avenue to enhance visibility and access from East 17<sup>th</sup> Street onto “L” Avenue; and

WHEREAS, staff evaluated line of site for vehicles attempting to exit East 17<sup>th</sup> Street onto “L” Avenue and confirmed that it is difficult for drivers to see oncoming traffic when vehicles are parked too close to the intersection; and

WHEREAS, on March 8, 2019, the Traffic Safety Committee voted unanimously to approve the installation of 20 feet of red curb “No Parking” on the west side of “L” Avenue, north of East 17<sup>th</sup> Street and the installation of 10 feet of red curb “No Parking” on the west side of “L” Avenue, south of East 17<sup>th</sup> Street.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the installation of 20 feet of red curb “No Parking” on the west side of “L” Avenue, north of East 17<sup>th</sup> Street and the installation of 10 feet of red curb “No Parking” on the west side of “L” Avenue, south of East 17<sup>th</sup> Street.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of 20 feet of yellow curb "Commercial Loading" on the north side of Casa De Salud, located at 1408 Harding Avenue, to allow for loading or unloading of materials \(TSC No. 2019-06\).](#)  
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of 20 feet of yellow curb "Commercial Loading" on the north side of Casa De Salud, located at 1408 Harding Avenue, to allow for loading or unloading of materials (TSC No. 2019-06).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil C.H. **DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of 20 feet of yellow curb "Commercial Loading" on the north side of Casa De Salud, located at 1408 Harding Avenue, to allow for loading or unloading of materials.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on May 8, 2019, the Traffic Safety Committee approved staff's recommendation to install 20 feet of yellow curb "Commercial Loading" on the north side of Casa De Salud, located at 1408 Harding Avenue.

**ATTACHMENTS:**

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on May 8, 2019 (TSC No. 2019-06)
3. Resolution



## EXPLANATION

Ms. Elyana Delgado, Recreation Center Supervisor for the City of National City, has requested a yellow curb "Commercial Loading" parking space adjacent to Casa De Salud, located at 1408 Harding Avenue, to facilitate the loading and unloading of materials.

Casa De Salud is located on the southwest corner of Harding Avenue and W. 14<sup>th</sup> Street and does not have off-street parking available. Ms. Delgado has stated that parking spaces in front or adjacent to Casa De Salud are frequently occupied by vehicles for several hours and that a yellow curb "Commercial Loading" parking space adjacent to the facility would provide access for delivery of materials.

Staff visited the site and verified that the area of Harding Avenue between W. 14<sup>th</sup> Street and W. 15<sup>th</sup> street is primarily residential and public parking is heavily utilized. There are approximately 73 feet of unrestricted curbside parking available on the north side of the building which provides parking for approximately three (3) vehicles. The side door for Casa De Salud, located on the north side of the building, allows for easy access for delivery of materials.

This item was presented to the Traffic Safety Committee on May 8, 2019. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee unanimously approved staff's recommendation for the following traffic safety enhancements:

1. Install of 20 feet of yellow curb "Commercial Loading" on the north side of Casa De Salud, located at 1408 Harding Avenue, to allow for loading or unloading of materials.

It shall be noted that per National City Municipal Code Section 11.32.190 - Curb Markings, yellow curb parking zones allow for loading / unloading of materials for up to 20 minutes, and loading / unloading of passengers for up to 3 minutes.

If approved by City Council, all work will be performed by City Public Works.

**Location Map with Recommended Enhancements (TSC Item: 2019-06)**



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR MAY 8, 2019**

**ITEM NO. 2019-06**

**ITEM TITLE:** REQUEST TO INSTALL 20 FEET OF PARALLEL YELLOW CURB "LOADING OR UNLOADING" PARKING ON THE NORTH SIDE OF CASA DE SALUD LOCATED AT 1408 HARDING AVENUE TO ALLOW FOR LOADING OR UNLOADING OF MATERIALS

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil Engineering & Public Works Department

**DISCUSSION:**

Ms. Elyana Delgado, Recreation Center Supervisor for the City of National City, has requested a "loading or unloading" parking space adjacent to Casa De Salud, located at 1408 Harding Avenue, to facilitate the loading and unloading of materials.

Casa De Salud is located on the southwest corner of Harding Avenue and W. 14<sup>th</sup> Street, and does not have off-street parking available. Ms. Delgado has stated that parking spaces in front or adjacent to Casa De Salud are frequently occupied by vehicles for several hours and that the "loading or unloading" parking space adjacent the community center would provide enough time for the delivery of materials.

Staff visited the site and verified that the area of Harding Avenue between W. 14<sup>th</sup> Street and W. 15<sup>th</sup> street is primarily residential and public parking is heavily utilized. There are approximately 73 feet of unrestricted curbside parking available on the north side of the building, which provides parking for approximately three (3) vehicles. The side door for Casa De Salud is located on the north side of the building, which allows for easy access for delivery of materials.

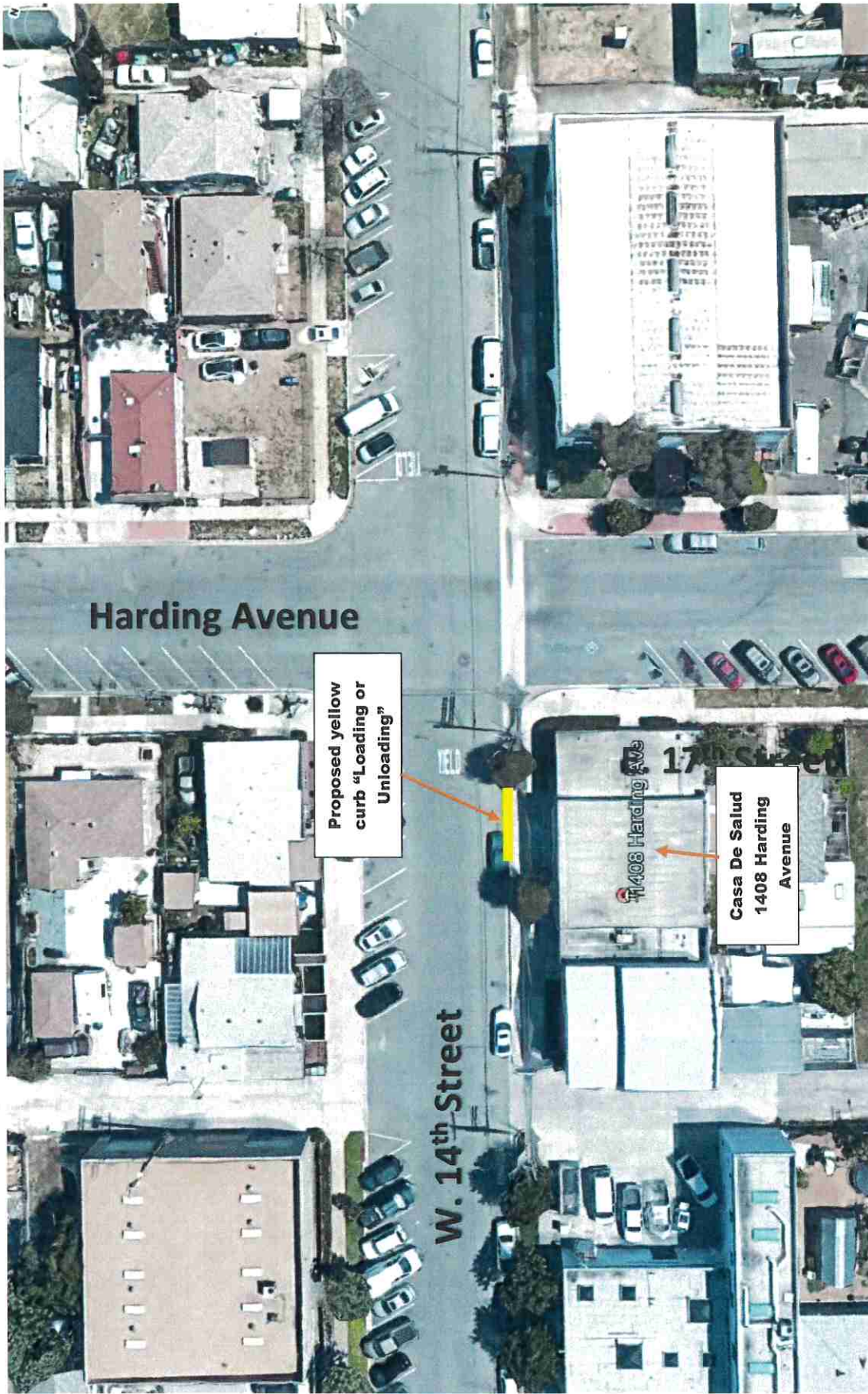
**STAFF RECOMMENDATION:**

Based on evaluation of existing conditions, staff recommends the installation of 20 feet of parallel yellow curb "loading or unloading" parking on the north side of Casa De Salud, on W. 14<sup>th</sup> Street, in order to facilitate the loading or unloading of materials.

**ATTACHMENTS:**

1. Correspondence
2. Public Notice
3. Location Map
4. Photos

**Location Map with Recommended Enhancements (TSC Item: 2019-06)**





## PUBLIC REQUEST FORM

### Contact Information

Name: Elyana Delgado

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Request Information

Location: \_\_\_\_\_

Request: Install loading/unloading parking space adjacent to Casa De Salud located at 1408 Harding Avenue.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attachments:  Yes  No Description: \_\_\_\_\_

### Internal Use Only:

Request Received By: Carla Date: 2/13/2019

Received via:  Counter/In-Person  Telephone  Email  Fax  Referral: \_\_\_\_\_

Assigned To: TSC

Notes: \_\_\_\_\_



May 2, 2019

Casa De Salud

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-06

**REQUEST TO INSTALL 20 FEET OF PARALLEL YELLOW CURB "LOADING OR UNLOADING" PARKING LOCATED AT 1408 HARDING AVENUE ADJACENT TO "CASA DE SALUD" TO ALLOW FOR LOADING OR UNLOADING OF MATERIALS**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, May 8, 2019, at 1:00 P.M.** in the 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2019-06.

Sincerely,

Stephen Manganiello  
City Engineer

SM:ch

2019-06

**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF 20 FEET OF YELLOW CURB  
“COMMERCIAL LOADING” ON THE NORTH SIDE OF CASA DE SALUD, LOCATED  
AT 1408 HARDING AVENUE, TO ALLOW FOR LOADING OR UNLOADING OF  
MATERIALS**

WHEREAS, Ms. Elyana Delgado, Recreation Center Supervisor for the City of National City, has requested a “Commercial Loading” parking space adjacent to Casa De Salud, located at 1408 Harding Avenue, to facilitate the loading and unloading of materials since parking spaces in front or adjacent to Casa De Salud are frequently occupied by vehicles for several hours; and

WHEREAS, Casa De Salud is located on the southwest corner of Harding Avenue and West 14<sup>th</sup> Street and does not have off-street parking available; and

WHEREAS, staff visited the site and verified that the area of Harding Avenue between West 14<sup>th</sup> Street and West 15<sup>th</sup> Street is primarily residential and public parking is heavily utilized; and

WHEREAS, on March 8, 2019, the Traffic Safety Committee voted unanimously to approve the installation of 20 feet of parallel yellow curb “Commercial Loading” parking on the north side of Casa De Salud, on West 14<sup>th</sup> Street, in order to facilitate the loading or unloading of materials.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the installation of 20 feet of parallel yellow curb “Commercial Loading” parking on the north side of Casa De Salud, on West 14<sup>th</sup> Street, in order to facilitate the loading or unloading of materials.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Warrant Register #46 for the period of 5/8/19 through 5/14/19 in the amount of \\$736,321.81. \(Finance\)](#)  
Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #46 for the period of 5/8/19 through 5/14/19 in the amount of \$736,321.81. (Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**PHONE:** 619-336-4572

**DEPARTMENT:** Finance

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 5/8/19 through 5/14/19. 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>
City of Chula Vista	342161	89,885.00	Animal Shelter Fees / PD
City of San Diego	342162	55,575.00	Dispatching Services / Police
National Auto Fleet Group	342184	58,506.68	2019 Ford Transit Vans / PW
US Bank	342202	72,279.39	PARS Defined Benefits – M. Rodriguez
Accounting Unit	342210	53,399.10	Dept Toxic Subs Control – PW
County of San Diego	342224	147,379.98	Nextgen RCS Shared Backbone Pymnt

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** 

**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$736,321.81.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$736,321.81

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 46



**WARRANT REGISTER # 46  
5/14/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	BOOKS FOR RECRUIT / PD	342156	5/13/19	280.10
ALLSTAR FIRE EQUIPMENT INC	FIRE HOODS / FIRE	342157	5/13/19	3,768.19
AMAZON	BOOKS - JACKIE FEY DONATION	342158	5/13/19	197.97
BSN SPORTS LLC	BASKETBALL GOAL / CSD	342159	5/13/19	896.06
CHEN RYAN ASSOCIATES INC	NATIONAL CITY SSARP	342160	5/13/19	17,827.00
CITY OF CHULA VISTA	ANIMAL SHELTER FEES / PD	342161	5/13/19	89,885.00
CITY OF SAN DIEGO	DISPATCHING SERVICES / FIRE	342162	5/13/19	55,575.00
DAY WIRELESS SYSTEMS	COMMS EQUIPMENT SERVICE / FIRE	342163	5/13/19	665.75
DEPT OF JUSTICE	FINGERPRINTING SERVICES / POLICE	342164	5/13/19	160.00
ESGIL CORPORATION	PLAN REVIEWS - FIRE DEPARTMENT	342165	5/13/19	4,198.50
EXPERIAN	CREDIT CHECKS / SEC 8	342166	5/13/19	27.00
FEDEX	SHIPPING SERVICES / HOUSING	342167	5/13/19	125.39
FERGUSON ENTERPRISES 1350	MOP 45723 PLUMBING SUPPLIES – PW	342168	5/13/19	377.69
FIRE ETC	WILDLAND HOSE PACK / FIRE	342169	5/13/19	457.62
FUN EXPRESS LLC	COMM SVCS DAY TOYS / CSD	342170	5/13/19	203.97
GENERAL AWNINGS LLC	AWNING FOR AUTOMATED BOOK RETURN	342171	5/13/19	199.00
GIL, S	REIMB: SUPPLIES FOR PD	342172	5/13/19	174.54
GRAINGER	BATTERY, 20 0/60V - PW	342173	5/13/19	1,541.33
HOME DEPOT CREDIT SERVICES	COMM SERV DAY SUPPLIES / CSD	342174	5/13/19	3,820.07
LANGUAGE LINE SERVICES	LANGUAGE TRANSLATION SERVICE	342175	5/13/19	111.58
LASER SAVER INC	MOP 04840. TONERS/ PD	342176	5/13/19	1,249.03
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 EQUIPMENT SUPPLIES – PW	342177	5/13/19	63.17
LEXIPOL LLC	LE IMPLEMENTATION POLICY & PROCEDURES UPDATE	342178	5/13/19	10,209.00
LINCOLN AQUATICS	MTU-42-8515~ KIMBALL CENTER WRIST BANDS	342179	5/13/19	496.37
LION	TRAINING EXTINGUISHER / FIRE	342180	5/13/19	2,627.95
LOPEZ, J	MILEAGE REIMBURSEMENT APR 17, 2019 - ENG	342181	5/13/19	11.02
MES CALIFORNIA	HEADLAMPS	342183	5/13/19	1,762.00
NATIONAL AUTO FLEET GROUP	2019 FORD TRANSIT VANS / PW	342184	5/13/19	58,506.68
PALOMAR HEALTH	SEXUAL ASSAULT EXAM	342185	5/13/19	1,350.00
PEACE OFFICERS RESEARCH	MEMBERSHIP DUES	342186	5/13/19	80.00
PRO BUILD COMPANY	MOP 45707 CHARGES, FIRE	342187	5/13/19	78.96
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	342188	5/13/19	220.36
SAN DIEGO DISTRICT ATTORNEY	RCFL FY 19	342189	5/13/19	12,000.00
SAN DIEGO PET SUPPLY	MOP 02975. PRINTING / PD	342190	5/13/19	223.82
SHINE SUPPLY	VEHICLE CLEANING SUPPLIES	342191	5/13/19	457.63
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	342192	5/13/19	177.07
SMART & FINAL	MOP 00280. ARO SUPPLIES/ PD	342193	5/13/19	513.87
SMART SOURCE OF CALIFORNIA LLC	MOP 24302. PRINTING / PD	342194	5/13/19	36.98
STAPLES BUSINESS ADVANTAGE	MOP 20468. OFFICE SUPPLIES / PD	342195	5/13/19	1,056.41
SULLIVAN, C	REIMB: SUPPLIES FOR PD	342196	5/13/19	74.90
SYMBOLARTS, LLC	BADGES - PD	342197	5/13/19	339.00
TECHNOLOGY INTEGRATION GROUP	MISC MIS EQUIP	342198	5/13/19	334.95
TINOSA INC	COMPRESSOR SERVICE/REPAIR	342199	5/13/19	1,283.06
TOPECO PRODUCTS	MOP 63849 EQUIPMENT SUPPLIES – PW	342200	5/13/19	141.91
T'S & SIGNS	PROGRAM BOOK 8.5X11 FINAL SIZE 28 PG	342201	5/13/19	3,002.59
US BANK	PARS DEFINED BENEFIT - RODRIGUEZ MANUEL	342202	5/13/19	72,279.39



**WARRANT REGISTER # 46  
5/14/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE	342203	5/13/19	2,296.97
VCA MAIN ST ANIMAL HOSPITAL	K9 CARE - PD	342204	5/13/19	2,309.94
WEST PAYMENT CENTER	INVESTIGATIONS - PD	342205	5/13/19	1,217.26
WILLDAN FINANCIAL SERVICES	USER FEE STUDY	342206	5/13/19	1,290.00
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	342207	5/13/19	169.60
ACCOUNTEMPS	TEMPORARY HELP W/E MAY 10, 2019	342208	5/13/19	1,183.80
ACCOUNTEMPS	TEMPORARY HEALTH W/E MAY 03, 2019	342209	5/13/19	1,179.90
ACCOUNTING UNIT	DEPT TOXIC SUBSTANCE CONTROL - PW	342210	5/13/19	53,399.10
ACE RADIATOR	AUTOMOTIVE PARTS - RADIATOR REPAIR	342211	5/13/19	375.00
ACTION TARGET INC	RANGE EQUIPMENT	342212	5/13/19	3,149.88
AIRGAS USA LLC	MOP 45713 SAFETY APPAREL – PW	342213	5/13/19	82.65
AMEDEE	MILEAGE REIMBURSEMENT - FIRE DEPT	342214	5/13/19	78.88
BENNETT BOWEN & LIGHTHOUSE INC	REVERSIBLE WIND BREAKER SJ107	342215	5/13/19	1,020.25
BOGLE	REIMB FOR REPAIRS TO MEDIC POUCHES	342216	5/13/19	60.00
BROADWAY AUTO GLASS	AUTO REPAIR QUARTER GREEN TINT	342217	5/13/19	180.00
CALIFORNIA COMMERCIAL SECURITY	MOP 45754 BUILDING SERVICES – PW	342218	5/13/19	38.66
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES – PW	342219	5/13/19	171.74
CEB	LEGAL PUBLICATION / CITY ATTORNEY'S OFFI	342220	5/13/19	245.99
CLAIMS MANAGEMENT ASSOCIATES	CLAIM & RISK MGMT SERVICES FEB 2019	342221	5/13/19	6,400.00
CLAIMS MANAGEMENT ASSOCIATES	CLAIM & RISK MGMT SERVICE MAR 2019	342222	5/13/19	4,800.00
COUNTY OF SAN DIEGO	CO OF SD SHARE OF PARKING CITATION / FEB	342223	5/13/19	5,944.50
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARED BACKBONE PAYMENT	342224	5/13/19	147,379.98
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / MARCH	342225	5/13/19	1,943.14
CRITERION PICTURES USA	MOVIE IN THE PARK LICENSE	342226	5/13/19	675.00
CROW CASTLE	REIMB / UTILITY PERMIT FEE	342227	5/13/19	512.00
CSA SAN DIEGO COUNTY	FAIR HOUSING SERVICES FOR MARCH 2019	342228	5/13/19	2,367.96
DELGADO	CASA DE SALUD YOUTH CENTER CAMERA	342229	5/13/19	474.08
DEPARTMENT OF TOXIC SUBSTANCES	DEPOSIT FOR CONTRACT NO. 18-T4572- ENG/PW	342230	5/13/19	38,467.00
DUNBAR ARMORED INC	ARMORED SERVICES MAY 2019 - FINANCE	342231	5/13/19	308.02
ESRI	ARCGIS ONLINE CREATOR / FIRE	342232	5/13/19	10,000.00
FERGUSON ENTERPRISES 1350	MOP 45723 PLUMBING SUPPLIES – PW	342233	5/13/19	327.90
FUN EXPRESS LLC	DAY OUTREACH MATERIALS COMM SERVICES	342234	5/13/19	60.20
GEOSYNTEC CONSULTANTS INC	NEPA ENVIRONMENTAL REVIEW PROJECT HED	342235	5/13/19	1,720.62
GRAINGER	STORAGE RACK FOR PW	342236	5/13/19	15,577.47
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK WATER QUALITY	342237	5/13/19	14,532.25
K SURPLUS SALES INC	SHOP SUPPLIES / PW	342238	5/13/19	421.41
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-03, 09 JAN - APR 2019	342239	5/13/19	3,273.96
NATIONAL CITY CHAMBER OF	COMMERCE CENTURIONS AWARDS / RIOS	342240	5/13/19	15.00
OFFICE SOLUTIONS BUSINESS	MANAGE FILE CENTER / CSD	342241	5/13/19	738.42
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	342242	5/13/19	42.88
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	342243	5/13/19	460.67
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	342244	5/13/19	5.33
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTOMOTIVE PARTS - PW	342245	5/13/19	317.15
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	342246	5/13/19	1,855.59
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES / PARKS	342247	5/13/19	772.91
RELY ENVIRONMENTAL	ON-CALL ENVIRONMENTAL COMPLIANCE	342248	5/13/19	3,361.81



**WARRANT REGISTER # 46  
5/14/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
REYNAGA, MARIA	REFUND A PORTION OF DEMOLITION DEPOSIT	342249	5/13/19	2.15
RODRIGUEZ, M	TRAINING REIM IACP / M. RODRIGUEZ	342250	5/13/19	1,053.94
SAN DIEGO COUNTY ASSESSOR	MPR NON-OWNER OCCUPIED PROPERTIES REPORT	342251	5/13/19	121.91
SAN DIEGO HOUSING FEDERATION	4100 GOVERNMENT AGENCY MEMBERSHIP HED	342252	5/13/19	550.00
SAN DIEGO HYDRAULICS	AUTOMOTIVE PARTS - PW'S	342253	5/13/19	97.88
SAN DIEGO UNION TRIBUNE	LEGAL NOTICE IN THE UT FOR ANNUAL ACTION	342254	5/13/19	1,102.00
SASI	MONTHLY TRUST ACCOUNTING MAY - JUL 2019	342255	5/13/19	429.60
SDCFPOA	REGULAR MEMBERSHIP RENEWAL	342256	5/13/19	100.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	342257	5/13/19	799.03
SKILLPATH / NST SEMINARS	EDUCATIONAL PMT - PAYROLL LAW SEMINAR	342258	5/13/19	199.00
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. BUSINESS CARDS / CITY COUNCIL	342259	5/13/19	184.88
SOUTH COAST EMERGENCY	AUTOMOTIVE PARTS - REGULATOR	342260	5/13/19	659.14
SOUTHERN CALIF TRUCK STOP	MOP 45758 AUTO DIESEL 2 - PW	342261	5/13/19	343.96
SPEEDPRO IMAGING	AUTO REPAIR AND MAINTENANCE	342262	5/13/19	1,063.75
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CMO	342263	5/13/19	307.45
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	342264	5/13/19	497.44
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	342265	5/13/19	489.38
THE BUMPER GUY INC	AUTOMOTIVE PARTS AND MATERIALS	342266	5/13/19	605.74
U S BANK	CREDIT CARD EXPENSES/CITY ATTORNEY'S OFFICE	342267	5/13/19	2,962.14
U S BANK	CREDIT CARD EXPENSES/CMO	342268	5/13/19	40.00
US BANK	PARS BENEFIT CONVERSION PLAN FEE	342269	5/13/19	722.80
VISTA PAINT	MOP 68834 TRAFFIC PAINT FLAT RED - PW	342270	5/13/19	1,831.43
VULCAN MATERIALS COMPANY	ROADWAY MATERIALS - COLD MIX 3/8 SC8	342271	5/13/19	2,455.15
VULCAN MATERIALS COMPANY	ROADWAY MATERIALS - 203 E PG64-10	342272	5/13/19	246.87
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	342273	5/13/19	2,278.92
WESTFLEX INDUSTRIAL	MOP 63850 AUTO PAD GASKET - PW	342274	5/13/19	456.76
WETMORES	MOP 80333 TRAILER COUPLER - PW	342275	5/13/19	170.27
WILLY'S ELECTRONIC SUPPLY	MOP 45763 AUTOMOTIVE PARTS - PW	342276	5/13/19	90.12
			<b>A/P Total</b>	<b>700,134.46</b>
<b>WIRED PAYMENTS</b>				
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE MAY 2019	136216	5/10/19	517.65
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET APRIL 2019	781416	5/9/19	33,379.70
DEEPNET SECURITY	SUPPORT RENEWAL FROM 9/09/18 - 9/09/19	781431	5/9/19	2,290.00

**GRAND TOTAL**

**\$ 736,321.81**

**Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

*Mark Roberts*

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,  
CITY MANAGER

**FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 18<sup>TH</sup> OF JUNE 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #47 for the period of 5/15/19 through 5/21/19 in the amount of \\$1,675,596.34. \(Finance\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #47 for the period of 5/15/19 through 5/21/19 in the amount of \$1,675,596.34.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 5/15/19 through 5/21/19. 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>
Adminsure Inc	740493	67,908.90	W/C Account Replenishment / April19
Public Emp Ret System	5162019	238,516.70	Service Period 4/23/19 – 5/16/19

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$1,675,596.34.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,675,596.34

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 47



**WARRANT REGISTER # 47  
5/21/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AIR POLLUTION CONTROL DISTRICT	APCD FEES FIRE DEPT.	342277	5/21/19	521.00
AMERICAN BACKFLOW SPECIALTIES	PURCHASE OF BACKFLOW, GUAGES, VALVES,	342278	5/21/19	698.98
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	342279	5/21/19	80.00
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	342280	5/21/19	1,738.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	342281	5/21/19	1,820.00
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES	342282	5/21/19	858.44
PANGCO, S	EDUCATION REIMBURSEMENT	342283	5/21/19	339.00
PRO BUILD COMPANY	MOP 45707. SUPPLIES FOR FACILITIES	342284	5/21/19	755.83
SDG&E	GAS AND ELECTRIC UTILITIES – PW	342285	5/21/19	42,904.50
SOTELO SOLIS, A	REIMB / SUPPLIES FOR EVENT REGISTRATIONS	342286	5/21/19	710.82
SWEETWATER AUTHORITY	WATER SERVICES FOR WASTEWATER FY 2019	342287	5/21/19	492.76
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FOR FY 2019	342288	5/21/19	392.16
ACCONTEMPS	TEMPORARY HELP W/E MAY 17, 2019	342289	5/21/19	1,171.80
ACE UNIFORMS & ACCESSORIES INC	SWAT UNIFORM / PD	342290	5/21/19	930.85
ACME SAFETY & SUPPLY CORP	CONES FOR DUI CHECK POINTS	342291	5/21/19	1,740.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - MAY 2019	342292	5/21/19	1,048.94
AGUIRRE, C	REIMBURSEMENT FOR LAPTOP EQUIP FROM BEST	342293	5/21/19	151.25
ALDEMCO	FOOD - NUTRITION CENTER	342294	5/21/19	2,836.33
ANDERSON, S	TRAINING REIM FIREARM INST/ANDERSON	342295	5/21/19	184.20
AT&T	AT&T SBC PHONE SERVICE MARCH	342297	5/21/19	10,660.98
AT&T	AT&T SBC PHONE SERVICE APRIL	342298	5/21/19	2,286.60
AT&T	AT&T SBC PHONE SERVICE APRIL	342299	5/21/19	454.46
AT&T	AT&T SBC PHONE SERVICE MAY	342300	5/21/19	80.42
AYDELOTTE, D	PERKINS OP / CI FUND	342301	5/21/19	3,000.00
BEVERIDGE, M	REIMBURSEMENT FOR PURCHASE	342302	5/21/19	23.38
BLACK, N	REIMBURSEMENT FOR PURCHASE	342303	5/21/19	116.90
CAFE LA MAZE	RESERVE OFFICER BANQUET	342304	5/21/19	1,133.47
CALIFORNIA POLICE CHIEFS ASSOC	CAL POLICE CHIEFS ASSN MEMBERSHIP	342305	5/21/19	1,852.00
CASAS, LAURA	COUNCIL MEETING TRANSLATION 5/07/19	342306	5/21/19	100.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL SUPPLIES PURCHASES	342307	5/21/19	2,865.15
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL APR 25, 2019	342308	5/21/19	210.00
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIR FY 2019	342309	5/21/19	8,613.11
COX COMMUNICATIONS	COX DATA VIDEO SERVICES MAY	342310	5/21/19	5,475.91
CPOA	CPOA DUES	342311	5/21/19	1,500.00
CULLIGAN OF SAN DIEGO	WATER SOFTNER FOR STEAMER	342312	5/21/19	215.50
CYNTHIA TITGEN CONSULTING INC	WORKERS' COMP CONSULTING APR 17, 2019	342313	5/21/19	1,380.00
DE PASCALE, A	EDUCATIONAL REIMBURSEMENT	342314	5/21/19	2,061.70
DELGADO, E	REIMB / CONSTANT CONTACT MARKETING	342315	5/21/19	70.00
DEPARTMENT OF MOTOR VEHICLES	VEHICLE CODE BOOKS/ NSD	342316	5/21/19	0.19
DISCOUNT SCHOOL SUPPLY	ART SUPPLIES / CSD	342317	5/21/19	1,021.76
DIXIELINE LUMBER CO	CONSUMABLES - NUTRITION CENTER	342318	5/21/19	99.77
D-MAX ENGINEERING	T&A 90372 NC 130 E 8TH STREET MAR 2019	342319	5/21/19	3,087.50
EXPERIAN	CREDIT CHECKS / PD	342320	5/21/19	58.00
FEDEX	FEDEX STANDARD OVERNIGHT APR 12, 2019	342321	5/21/19	138.44
FIRE ETC	POWER HAWK AUTO CRIB-IT	342322	5/21/19	1,807.43
FON JON PET CARE CENTER	CANINE BOARD AND CARE	342323	5/21/19	572.00
GARCIA, E	REFUND FURLOUGH HOURS - GARCIA EDUARDO	342324	5/21/19	2,296.80





**WARRANT REGISTER # 47**  
**5/21/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GONZALES, T	EDUCATION REIMBURSEMENT ENG DEPT	342325	5/21/19	1,200.00
GOODRICH, C	EDUCATION REIMBURSEMENT FIRE DEPT	342326	5/21/19	330.12
GOVCONNECTION INC	NETWORK SCANNER	342327	5/21/19	4,917.86
GROSSMAN PSYCHOLOGICAL	PSYCH EXAMS / PD	342328	5/21/19	4,500.00
GURROLA, VALERIE	LEGAL SERVICES - SB 1421	342329	5/21/19	7,594.13
GUTIERREZ JR, C	TRAINING BCKGRD REIMB CUMMINS/ BCKGRD IN	342330	5/21/19	251.36
HARRIS & ASSOCIATES INC	T&A 90352 DANIEL TOVAR	342331	5/21/19	466.00
HERNANDEZ, P	TRAINING REIM SUPERVISORY/P HERNANDEZ	342332	5/21/19	80.00
HOME DEPOT CREDIT SERVICES	HEAVY DUTTY SHELVING UNIT	342333	5/21/19	687.13
HUNTINGTON BEACH HONDA	RIFLE RACKS / PD	342334	5/21/19	5,951.56
HURRICANE AND POWAY FENCE CA I	REFUND FOR OVERPAID BUSINESS TAX, ACCT 9	342335	5/21/19	85.00
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE MAY 2019	342336	5/21/19	185.40
JAM BUILDERS	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	342337	5/21/19	156.25
KALANKIEWICZ, C	REIMB CODY K FOR INMATE INTERVIEW	342338	5/21/19	208.32
KREPPS, B	EDUCATION REIMBURSEMENT FIRE DEPT	342339	5/21/19	1,185.00
LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES / PD	342340	5/21/19	76.55
LASER SAVER INC	MOP 04840 TONER / PD	342341	5/21/19	466.26
LEARNSOFT CONSULTING INC	INDESIGN TRAINING COUPONS FOR 7 STUDENTS	342342	5/21/19	15,000.00
LEXIPOL LLC	JANUARY 2018 PROJ MANAGEMENT	342343	5/21/19	3,900.00
LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES FEB 28, 2019	342344	5/21/19	1,280.00
LINE X SAN DIEGO	ACCESSORIES B BAK FLIP TRI FOLD PART / PW	342345	5/21/19	1,082.06
LOZANO, M	TRAINING ADV LDG SUB MOTOR/LOZANO	342346	5/21/19	2,511.04
MACHADO, R	REIMB R. MACHADO CHIEF'S WALK OUT	342347	5/21/19	230.35
MAN K9 INC	APRIL K9 PATROL MAINTENANCE	342348	5/21/19	1,040.00
MANGUM, N	TRAVEL REIMBURSEMENT - CIRY ATTORNEY	342349	5/21/19	762.92
METEAU JR, R	TRAVEL EXPENSE REPORT	342350	5/21/19	400.71
MG PAINTING	REFUND FOR OVERPAID BUSINESS TAX, ACCT 9	342351	5/21/19	85.00
MORALES, IGNACIO AND BEATRIZ	GOLF COURSE LEASE PAYMENT 2020	342352	5/21/19	2,000.00
MOTOROLA SOLUTIONS INC	PORTABLE RADIOS / PD	342353	5/21/19	18,027.78
MY LITTLE CARNIVAL	AIRBRUSH FACE PAINTING / CSD	342354	5/21/19	404.00
MYSTERY RANCH LTD	FEMP- BLACK-L BAGS	342355	5/21/19	2,242.25
NAVRAI INC DBA STARDUST INN	RELOCATION HOUSING CASE FEB 21 TO 25, 20	342356	5/21/19	514.96
NCPOA	REIMB NCPOA FOR HALF THE COST OF AWARDS	342357	5/21/19	1,632.50
NEOGOV	NEOGOV GOVERNMENTJOBS.COM LICENSING	342358	5/21/19	11,613.50
OLSON, J	REIMBURSEMENT OLSON HEARING OFFICER / NSD	342359	5/21/19	791.25
ORKIN PEST CONTROL	CITYWIDE ONSITE PEST CONTROL SERVICES	342360	5/21/19	957.00
PADRE JANITORIAL SUPPLIES	CONSUMABLES - NUTRITION CENTER	342361	5/21/19	2,581.42
PAM GRIFFIN CONSULTING	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	342362	5/21/19	40.00
PECK, B	REIMB PECK FOR INMATE INTERVIEW AT CORCO	342363	5/21/19	158.18
PENSKE FORD	R&M CITY VEHICLES FY 2019	342364	5/21/19	133.89
PIERSON, D	EDUCATIONAL REIMBURSEMENT	342365	5/21/19	1,935.40
PRO BUILD COMPANY	MOP 20462 TOOL / PD	342366	5/21/19	203.52
PRUDENTIAL OVERALL SUPPLY	MOP 45742 UNIF CLEANING SVC - NUTRITION	342367	5/21/19	179.54
RADY CHILDREN'S HOSPITAL SAN DIEGO	SEXUAL ABUSE EXAMS	342368	5/21/19	1,844.00
RIO HONDO COLLEGE	TRAINING TUITION FTO UPD/DEPASCALE	342369	5/21/19	30.00
ROADONE	MOP 02420 TOW / PD	342370	5/21/19	52.50
ROBOTEX INC	CHARGER FOR ROBOT	342371	5/21/19	202.00



**WARRANT REGISTER # 47  
5/21/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
S D COUNTY SHERIFF'S DEPT	RANGE USE / PD	342372	5/21/19	1,050.00
SAN DIEGO COUNTY ASSESSOR	BUILDING RECORDS/SAN DIEGO COUNTY RECORD	342373	5/21/19	12.10
SAN DIEGO GAS & ELECTRIC	LIABILITY CLAIM COST	342374	5/21/19	963.80
SAN DIEGO PET SUPPLY	MOP 02975 CANINE SUPPLIES / PD	342375	5/21/19	518.88
SAN DIEGO POLICE EQUIPMENT	FEDERAL AMMO / PD	342376	5/21/19	9,761.96
SDCFCA	MEMBERSHIP: SDCFCA	342377	5/21/19	300.00
SDG&E	GAS AND ELECTRIC UTILITIES – PW	342378	5/21/19	4,438.60
SEAPORT MEAT COMPANY	FOOD - NUTRITION CENTER	342379	5/21/19	599.67
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS & DMV EXAMS	342380	5/21/19	347.00
SMART & FINAL	MOP 00280 EVERY 15 MINS / PD	342381	5/21/19	130.66
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PRINTING PD	342382	5/21/19	678.62
SMITH, J	REFUND CALPERS DEDUCTED FROM RETIREMENT	342383	5/21/19	576.60
SOUTH BAY COMMUNITY SERVICES	HOME AGREEMENT: SOUTH BAY COMMUNITY	342385	5/21/19	11,219.16
SOUTHWEST SIGNAL SERVICE	WORK COMPLETED VARIOUS LOCATIONS – MARCH	342386	5/21/19	7,141.95
STANICH, C	TRAINING ADV LDG ICAC STANICH	342387	5/21/19	730.75
STAPLES BUSINESS ADVANTAGE	MOP 20468 OFFICE SUPPLIES PD	342388	5/21/19	2,338.33
SUPERIOR READY MIX	COLD MIX ASPHALTS,TACK OIL, 3/8 SHEET	342389	5/21/19	743.70
SYMBOLARTS, LLC	BADGES / PD	342390	5/21/19	1,600.00
THE STAR NEWS	ADVERTISING NOTICES FOR STREET VENDING	342391	5/21/19	205.00
T'S & SIGNS	TRI FOLD TRUCK BED	342392	5/21/19	511.13
U S BANK	MOP 19657 CC CHARGES PD	342393	5/21/19	3,076.16
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	342394	5/21/19	1,737.97
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE	342395	5/21/19	200.18
VERIZON WIRELESS	VERIZON CELLULAR SERVICES APRIL	342396	5/21/19	12,771.41
WALTERS, W	REIMB WALTERS FOR INMATE INTERVIEW	342397	5/21/19	99.25
WILKINS, T	TRAINING REIMB DE ESCALATION / WILKINS	342398	5/21/19	61.49
WILLIAMS, G	EDUCATION REIMBURSEMENT	342399	5/21/19	104.00
ZUMAR INDUSTRIES INC	TRAFFIC SIGNS	342400	5/21/19	2,438.97

**A/P Total 275,090.38**

**WIRED PAYMENTS**

ADMINSURE INC	W/C ACCOUNT REPLENISHMENT APR 2019	740493	5/16/19	67,908.90
EDD	UNEMPLOYMT INS BENFT JAN THRU MAR 2019	761840	5/15/19	1,176.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 04/23/19 - 05/06/19	5162019	5/16/19	238,516.70

**SECTION 8 HAPS**

<u>Start Date</u>	<u>End Date</u>	<u>AMOUNT</u>
5/15/2019	5/21/2019	<b>15,170.00</b>

**PAYROLL**

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	<u>AMOUNT</u>
11	5/7/2019	5/20/2019	5/29/2019	<b>1,077,734.36</b>

**GRAND TOTAL \$ 1,675,596.34**

**Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

*Mark Roberts*

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,  
CITY MANAGER

**FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 18<sup>TH</sup> OF JUNE 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City confirming the costs of Weed Abatement and Approving the report and account for such, after having considered any objections or protests regarding the following Weed Abatement Properties in National City: 554 220 44 00, 2113 E 4th St.; 556 104 18 00, 333 National City Blvd.; 556 417 07 00, 731 K Ave.; 556 474 17 00, 343 E Plaza Blvd.; 556 552 03 00, 1025 C Ave.; 558 220 06 00, 3102 E 16th St.; 558 320 21 00, Rachael Ave.; 558 320 22 00, 2112 Rachael Ave.; 561 261 02 00, 2220 E 18th St., pursuant to National City Municipal Code Chapters 1.36 \(Abatement of Public Nuisances\) and 9.12 \(Abatement of Weeds and other Fire Hazards\). \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Public Hearing and Adoption of a Resolution of the City Council of the City of National City confirming the costs of Weed Abatement and Approving the report and account for such, after having considered any objections or protests regarding the following Weed Abatement Properties in National City: 554 220 44 00, 2113 E 4th St.; 556 104 18 00, 333 National City Blvd.; 556 417 07 00, 731 K Ave.; 556 474 17 00, 343 E Plaza Blvd.; 556 552 03 00, 1025 C Ave.; 558 220 06 00, 3102 E 16th St.; 558 320 21 00, Rachael Ave.; 558 320 22 00, 2112 Rachael Ave.; 561 261 02 00, 2220 E 18th St., pursuant to National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and other Fire Hazards). (Fire)

**PREPARED BY:** Robert Drew/Deputy Fire Marshal

**DEPARTMENT:** Fire

**PHONE:** 336-4558

**APPROVED BY:** \_\_\_\_\_  


**EXPLANATION:**

In accordance with National City Municipal Code (NCMC), Chapter 9.12, a report of the proceedings and an accurate account of the cost of abating the nuisance on each separate property shall be filed with the City Council. Notice of the public hearing shall be served in the same manner as summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. Pursuant to NCMC Section 1.36.100, the City Council shall consider the Report and Account at the time set for the confirmation of costs hearing, together with any objections or protests by the responsible person or other interested persons. The responsible person or other interested persons may present a written or oral protest or objection to the report and account. At the conclusion of the hearing, the City Council shall by resolution either approve the Report and Account as submitted, or as modified or corrected by the City Council. The approved costs of the abatements will be liens upon the respective lots or premises.

The proposed resolution incorporates all the parcels subject to weed abatement liens pursuant to NCMC Section 1.36.110. A copy of the resolution shall be served on the responsible person, pursuant to the procedures set forth in the NCMC Section 1.36.040, no later than 15 days after the date of adoption. If the cost of abatement is waived by the Mayor and Council, the City of National City will be responsible for all costs associated with the weed abatement conducted by Fire Prevention Services.

Report on file in the City Clerk's Office.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** 001-12124-3561 \$12,126.06

**APPROVED:** \_\_\_\_\_ **MIS**

No expenditure account. Payments to Fire Prevention Services are deducted from the above revenue account.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION:

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

City Council by resolution approves the Report and Account as submitted or as modified or corrected by the City Council.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Fixed Charges Special Assessments - Please see Exhibit "A"  
Complete background supportive documents filed in the Office of the City Clerk and available for review upon request.

City of National City  
Weed Abatement Program  
2019/2020  
Fixed Charge Special Assessments

Parcel	Assmed Amt	Site Address	Owner	Mail Address	City	St	Zip
554 220 44 00	\$1,010.12	2113 E 4th St	Cruz Fidela Q	2113 E 4th St	National City	CA	91950
556 104 18 00	\$883.34	333 National City Blvd	Kennedy Family Trust	3928 Palm Dr	Bonita	CA	91902
556 417 07 00	\$865.48	731 K Ave	Becwell LLC	1717 Bella Laguna Ct	Encinitas	CA	92024
556 474 17 00	\$873.24	343 E Plaza Blvd	Sanders Andrew/Abbasov Kazem	343 E Plaza Blvd	National City	CA	91950
556 552 03 00	\$877.68	1025 C Ave	Winslow Alma G	Po Box 56800	Hayward	CA	94545
558 220 06 00	\$967.40	3102 E 16th St	W N K Partners L L C; Wissam Kassab	3102 E 16th St	National City	CA	91950
558 320 21 00	\$3,113.18	Rachael Ave	Casillas Jose D;Cassillas Estella V	1330 Oro Vista Rd #225	San Diego	CA	92154
558 320 22 00	\$2,656.14	2112 Rachael Ave	Casillas Jose D;Cassillas Estella V	1330 Oro Vista Rd #225	San Diego	CA	92154
561 261 02 00	\$879.48	2220 E 18th St	Rouleau Robert J & Carrie F	2220 E 18th St	National City	CA	91950
Total Parcels:	9						
Total Assess:	\$12,126.06						

## SUMMARY REPORT FOR APN 554-220-44-00

04/12/18 Initial inspection was made, property was found to be in violation.

05/01/18 Mailed 30 day courtesy notice to the owner.

06/12/18 Re-inspection was made, property was found to be in violation.

06/12/18 Posted property.

06/13/18 Mailed 10 day final notice to the owner, certified mail.

06/19/18 Notice returned "attempted not known".

06/19/18 Certified notice returned "attempted not known".

06/25/18 Final inspection was made, property was found to be in violation.

06/26/18 Verified ownership information with County of San Diego.

06/27/18 Work order authorization signed by District Official.

06/28/18 F.P.S.I. crews abated the property.

07/02/18 The owner was mailed a bill at the contracted rates.

07/23/18 The owner was mailed a final bill.

08/21/18 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: Cruz Fidela Q Parcel Number: 554 220 44 00  
Address: 2113 E 4th St Date: 5/1/2018  
National City, CA 91950

**COPY**

Location of Public Nuisance: 2113 E 4th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 5/1/2018**. \*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*

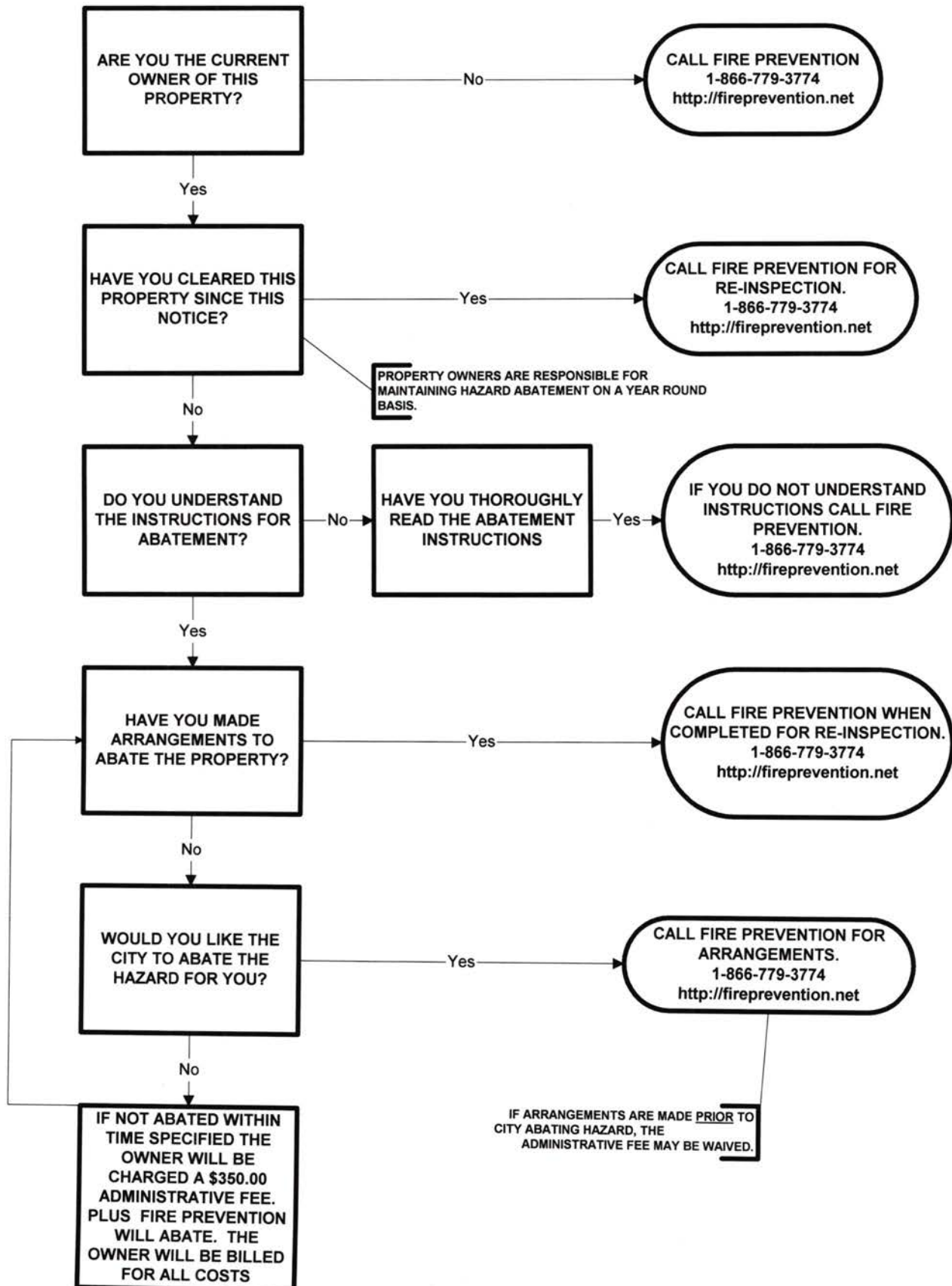
\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.



# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



333 E. 16th Street : National City, CA : 91950-4596

# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Cruz Fidela Q Parcel Number: 554 220 44 00  
Address: 2113 E 4th St Date: 6/13/2018  
National City, CA 91950

**COPY**

Location of Public Nuisance: 2113 E 4th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 6/13/2018**. \*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or any condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 311 or <http://fireprevention.net>

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

NATIONAL CITY, CA 91950

OFFICIAL USE

Certified Mail Fee \$3.45

\$ 2.75

Extra Services & Fees (check box, add fee as appropriate)

- |  |         |
|--|---------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ 0.00 |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ 0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ 0.00 |
| <input type="checkbox"/> Adult Signature Required            | \$ 0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ 0.00 |

Postage \$0.50

\$

Total \$6.70  
554 220 44 00

Sent Cruz Fidela Q  
Street 2113 E 4th St  
City National City

CA 919



NC

508 of 1111

7015 3010 0000 9160 2694

# Fire Prevention Services

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

01 MAY 2018 PM 9 L



**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

Owner: Cruz Fidela Q  
Address: 2113 E 4th St  
National City, CA 91950

Parcel Number: **554 220**

Date: **5/1/2018**

Location of Public Nuisance: **2113 E 4th St**  
Instructions for Abatement: **Please clear the entire property**

509 of 1111

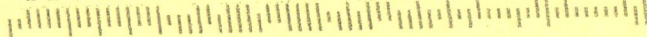
NIXIE

911 FE 1

0006/17/18

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92022172020 \*2104-01223-01-39



92022>1720  
0-205013

CERTIFIED MAIL

**Fire Prevention Services**

P. O. Box 1720

El Cajon, CA 92022-1720



7015 3010 0000 9160 2694

**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**



1000



91950

U.S. POSTAGE  
PAID  
EL CAJON, CA  
92020  
JUN 13, 18  
AMOUNT

**\$6.70**

R2304Y123074-16

SEARCHED

NOTICE 06-14-18

NOTICE

*ANK*

Owner: Cruz Fidela Q

Parcel Number: 554 220

Address: 2113 E 4th St

Date: 6/13/2018

National City, CA 91950

Location of Public Nuisance: 2113 E 4th St

Instructions for Abatement: Please clear the entire property

NIXIE 911 DE 1 0006/17/18

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92022172020 \*0404-05415-13-38

8

510 of 1111

>1720

\$2050

# Fire Prevention Services

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO, CA 920

23 JUL 2018 PM 4 L



7/23/2018  
Cruz Fidela Q  
2113 E 4th St  
National City, CA 91950

AKK

#554

511 of 1111

9  
012022172020

NIXIE 010 FE 1 0007/27/18  
RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD  
BT: 02022172020 \*2004-01700-23-35

NOTICE TO  
ABATE  
PUBLIC  
NUISANCE

06/12/18 re-inspection





**06/12/18 re-inspection**



**06/12/18 re-inspection**

12

514 of 1111



**06/12/18 re-inspection**

13

515 of 1111



**06/12/18 re-inspection**



**06/12/18<sup>5</sup> re-inspection**



**06/12/18 re-inspection**



**06/12/18<sup>17</sup> re-inspection**



**06/12/18 re-inspection**

18

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**06/12/18 re-inspection**



**06/25/18 Final Inspection**



**06/25/18 Final Inspection**



**06/25/18 Final<sup>2</sup> Inspection**



**06/25/18 Final Inspection**



**06/25/18 Final Inspection**



06/25/18 Final Inspection



**06/25/18 Final Inspection**

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06/25/18<sup>87</sup> Final Inspection 529 of 1111



**06/25/18 Final Inspection**



**06/25/18 Final Inspection**



**06/27/18 Inspection**



**06/27/18 Inspection**



**06/27/18 Inspection**



**06/27/18 Inspection**



**06/27/18** Inspection





06/27/18 Inspection

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6216

Owner: Cruz Fidela Q  
Address: 2113 E 4th St  
National City, CA 91950

Parcel #554 220 44 00      Job location: 2113 E 4th St

Authorized by: R. SREW

Signature: [Signature]

Date: 6-27-18

**WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.**

### METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	<u>1050</u> sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

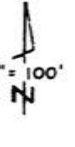
### CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: <u>HAND</u>	<u>6/28/18</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

554-171, 194, 202,  
211-214, 220

554-22



CHANGES			
BLK	OLD	NEW	YR CUT
557-100	38	65	4688
557-101	39-45	76	10574
38			
39-45			
76			
10574			
46			
47	76	1346	

SAN DIEGO COUNTY  
ASSISTANTS MAP  
BOOK 554 PAGE 22

MAP 4370 - NATIONAL AWARD HOMES UNIT NO. 2

Work space for diagrams and amount of work done

Hand Sq. Ft.: 1,050

Tractor Sq. Ft.: 0

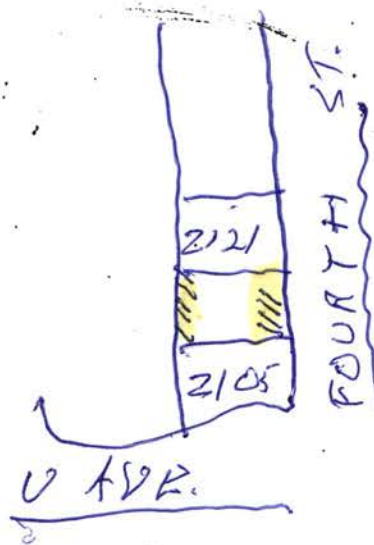
Total Removal Cu. Yds.: 0

Dump ticket: 0

Dump Charge: 0

$$\text{Hand} - 40 \times 20 = 800$$

$$5 \times 50 = 250$$





**06/28/18 before**



**06/28/18 before**

40



**06/28/18 after**



**06/28/18 after**



# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

7/2/2018

**COPY**

Cruz Fidela Q  
2113 E 4th St  
National City, CA 91950

Parcel # 554 220 44 00  
Location: 2113 E 4th St  
-

Dear Cruz Fidela Q,

This letter is to inform you that the **Public Nuisance** on the above referenced property was abated pursuant to a prior Notice to Abate and order of the City of National City.

Fire Prevention Services was contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement work on your property was performed as mandated by The National City Municipal Code Chapter 1.36. The charges thus far total \$455.00. You will incur no further costs if this amount is paid within fifteen (15) days of the date of this notice.

Failure to pay this bill may result in the filing of an abatement lien upon your property.

Please make your check payable to Fire Prevention Services and include the Parcel # 554 220 44 00 on the check.

If you have any questions please call us direct at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

# NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	1050 sq. Ft.	\$105.00
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Dozer Operation

A. hourly rate	\$150.00		
B. move-on fee	\$150.00		

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X	_____ cu.yds =	
B. dump fees (reimbursement of cost)			_____	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1	\$350.00
---------------	----------	---	----------

Attorney Services

A. per parcel, per hour	\$200.00		
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Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00		
--------------------------------------	----------	--	--

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00		
B. abatement lien	\$50.00		
C. Interest on lien (apr)	10%		
D. release of abatement lien	\$50.00		
E. public notary	\$20.00		
F. file duplication fee	\$50.00		
G. unscheduled Labor per man hour	\$50.00		
H. unscheduled fees (reimbursement of cost)			

FILE # 6216 APN # 554-220-44-00 TOTAL \$ 455.00

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## Final Bill

7/23/2018

Cruz Fidela Q  
2113 E 4th St  
National City, CA 91950

**COPY**

Ref: Parcel # 554 220 44 00

-

Dear Cruz Fidela Q,

This is a reminder of the letter we sent you on 7/2/2018 and we have not received payment in the amount of \$455.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 554 220 44 00 on the check.

Should you need to discuss this matter you may contact us at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

**RECORDING REQUESTED BY**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2018-0355435



Aug 29, 2018 09:06 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

**AND WHEN RECORDED MAIL TO**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012

PAGES: 1

**NOTICE OF ABATEMENT**

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE  
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on 6/27/2018, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 6/28/2018, and

WHEREAS the charge for such abatement amounted to \$525.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Cruz Fidela Q at 2113 E 4th St, National City, CA 91950 described as follows:

APN # 554 220 44 00  
ADDRESS: 2113 E 4th St  
LEGAL DESCRIPTION: Lot 323 Tr 4370

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: August 21, 2018

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

**Certificate Of 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 )  
County of San Diego )

On August 21, 2018 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)

## SUMMARY REPORT FOR APN 556-104-18-00

06/14/18 Initial inspection was made, property was found to be in violation.

07/06/18 Mailed 30 day courtesy notice to the owner.

08/07/18 Re-inspection was made, property was found to be in violation.

08/08/18 Posted property.

08/08/18 Mailed 10 day final notice to the owner, certified mail.

08/20/18 Final inspection was made, property was found to be in violation.

08/29/18 Verified ownership information with County of San Diego.

09/05/18 Work order authorization signed by District Official for Admin Only.

09/06/18 Certified notice returned "unclaimed".

09/06/18 The owner was mailed an Administrative bill at the contracted rates.

10/01/18 The owner was mailed a final bill.

10/15/18 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: Kennedy Family Trust  
Address: 3928 Palm Dr  
Bonita, CA 91902

Parcel Number: 556 104 18 00

Date: 7/6/2018

**COPY**

Location of Public Nuisance: 333 National City Blvd

Instructions for Abatement: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 7/6/2018**. \*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774  
Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774  
Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

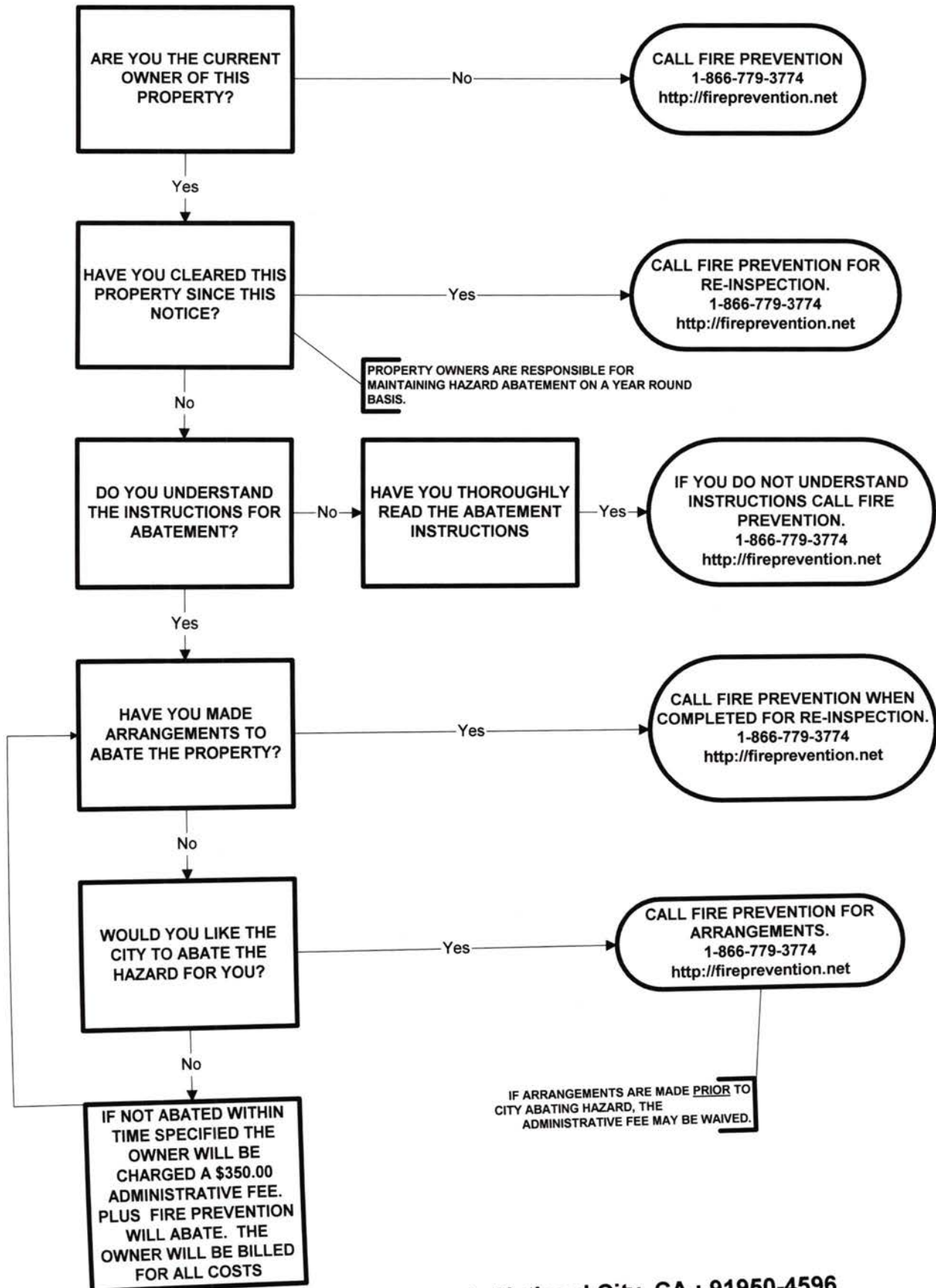
\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.  
The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)  
\*\*\*Fire Prevention Services, **lpg** is under contract with the City of National City.

1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*

# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



333 E. 16th Street : National City, CA : 91950-4596

# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)



# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Kennedy Family Trust  
Address: 3928 Palm Dr  
Bonita, CA 91902

Parcel Number: 556 104 18 00

Date: 8/8/2018

**COPY**

Location of Public Nuisance: 333 National City Blvd

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 8/8/2018**. \*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

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If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*  
rev. 03/27/06, 04/24/06, 06/21/06

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCCM 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

U.S. Postal Service™

# CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

BONITA, CA 91902

## OFFICIAL USE

Postage	\$3.45
Certified Fee	\$2.75
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$0.50
	\$18.00



556 10418 00

Kennedy Family Trust  
3928 Palm Dr  
Bonita

CA 52

91902

554 of 1111

or Instructions

7011 2970 0002 0592 3966

# Fire Prevention Services

P. O. Box 1720  
El Cajon, CA 92022-1720



7011 2970 0002 0593 3966

SAN DIEGO CA 92108

08 AUG 2018



1000



91902

U.S. POSTAGE  
PAID  
EL CAJON, CA  
92020  
AUG 08, 18  
AMOUNT

**\$6.70**  
R2304H108280-16

~~RETURN TO SENDER  
FIRST NOTICE  
SECOND NOTICE  
RETURNED~~

*8/8/18*

**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

*Ind - 8-15  
RTS 8-25*

Owner: Kennedy Family Trust  
Address: 3928 Palm Dr  
Bonita, CA 91902

Parcel Number

Date: 8/8/2018

Location of Public Nuisance: 333 National City Blvd  
Instructions for Abatement: **Please clear the entire property of vegetation and debris must be removed from the property**

NIXIE 911 DE 1 0003/23/18  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
BC: 92022172020 \*0852-00677-28-13  
91902-2511



NOTICE TO  
ABATE  
PUBLIC  
NUISANCE

**08/07/18 re-inspection**



**08/07/18 re-inspection**



**08/07/18 re-inspection**



**08/07/18 re-inspection**



**08/07/18 re-inspection**





**08/07/18 re-inspection**



**08/07/18 re-inspection**



**08/20/18 final inspection**



**08/20/18 final inspection**



**08/20/18 final inspection**



**08/20/18 final inspection**



08/20/18 final inspection

65



**09/05/18 inspection**





**09/05/18 inspection**



**09/05/18 inspection**



**09/05/18 inspection**



**09/05/18 inspection**



**09/05/18 inspection**



**09/05/18 inspection**

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6278

Owner: Kennedy Family Trust  
Address: 3928 Palm Dr  
Bonita, CA 91902

*ADMIN ONLY*

Parcel #556 104 18 00      Job location: 333 National City Blvd

Authorized by:           *R. Drew*          

Signature:           *[Signature]*          

Date:           *9-5-18*          

**WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.**

### METHOD OF CLEARING

Entire Parcel      Fire Break

Hand Cutting: \_\_\_\_\_ sq. ft.      Removal: \_\_\_\_\_ cu. yds.

Tractor Mowing: \_\_\_\_\_ sq. ft.      Discing: \_\_\_\_\_ sq. ft.

### CREW INFORMATION

Crew

Date

Type: \_\_\_\_\_

\_\_\_\_\_

Type: \_\_\_\_\_

\_\_\_\_\_

Type: \_\_\_\_\_

\_\_\_\_\_

Type: \_\_\_\_\_

\_\_\_\_\_

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

AVE.)

BLVD. (NATIONAL

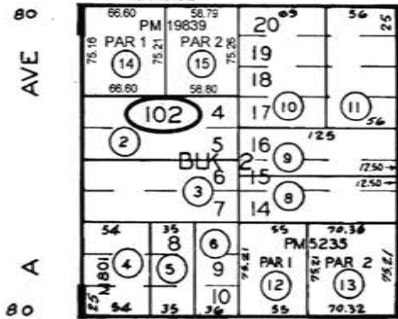
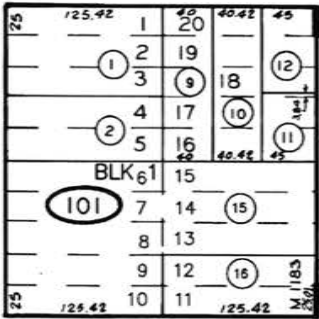
NATIONAL CITY

556-097 E/102  
-110  
-131 & 132  
-150

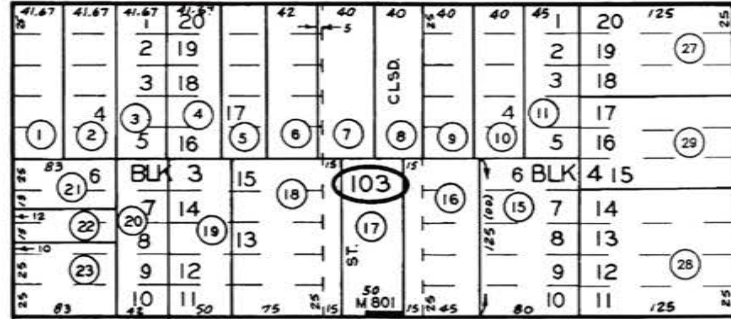
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6-14-84  
SAN DIEGO COUNTY  
ASSESSOR'S MAP  
BOOK 556 PAGE 10

80 SECOND

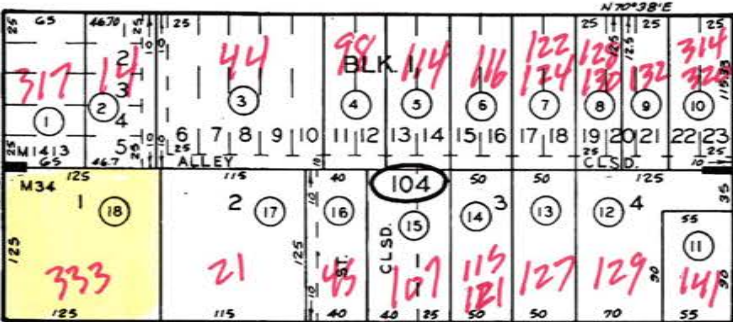


AVE. 80

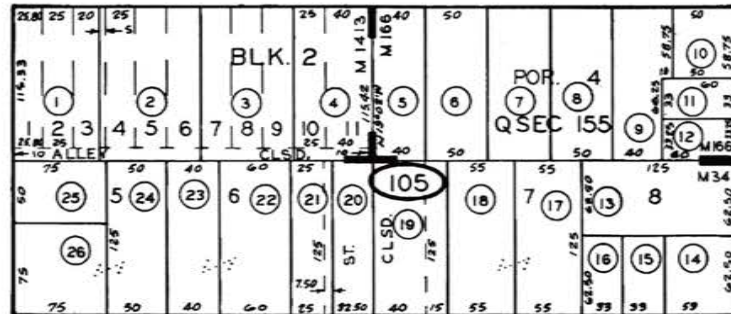


AVE. 80

80 THIRD



AVE. 80



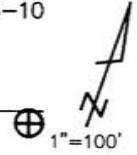
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80 FOURTH

ST 80

21

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



9/22/2005 SM

CHANGES				
BLK	OLD	NEW	YR	CUT
103	110-VAR	1-23		
104	131-VAR	1-18		
105	137-VAR	1-26	165	10003
101	5-B	14	89	2022
103	12-14	24-27	01	1557
101	13&14	15&16	01	1372
103	24,25 & 26	28&29	01	1542
102	1	14&15	06	1686

12

MAP 1413-REAS. SUB.  
MAP 1183-J.L. PEARSONS. SUB.  
MAP 801-PEARSONS SUB.  
MAP 166-RANCHO DE LA NACION-POR 1/4 SEC. 155  
MAP 34-HUBBLE'S SUB.  
ROS 13498



# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## ADMINISTRATIVE BILL

9/6/2018

Kennedy Family Trust  
3928 Palm Dr  
Bonita, CA 91902

**COPY**

Parcel # 556 104 18 00  
Location: 333 National City Blvd  
-

Dear Kennedy Family Trust,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 8/20/2018 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of 9/5/2018 this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 350 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 556 104 18 00 on the check.

If you have any questions please call us direct at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

# NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	_____ sq. Ft.	_____
-----------------------------------	--------	---------------	-------

Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

COPY

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X	_____ cu.yds =	_____
B. dump fees (reimbursement of cost)			_____	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1	_____	\$350.00
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Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
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Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees (reimbursement of cost)		_____	_____

FILE # 6278      APN # 556-104-18-00      **TOTAL** \$ 350.00

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## Final Bill

10/1/2018

Kennedy Family Trust  
3928 Palm Dr  
Bonita, CA 91902

Ref: Parcel # 556 104 18 00

-

Dear Kennedy Family Trust,

This is a reminder of the letter we sent you on 9/6/2018 and we have not received payment in the amount of \$350.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 556 104 18 00 on the check.

Should you need to discuss this matter you may contact us at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

**COPY**

**RECORDING REQUESTED BY**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2018-0450265



Oct 29, 2018 08:31 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

**AND WHEN RECORDED MAIL TO**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012

PAGES: 1

**NOTICE OF ABATEMENT**

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE  
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on , and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 9/5/2018, and

WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Kennedy Family Trust at 3928 Palm Dr, Bonita, CA 91902 described as follows:

APN # 556 104 18 00  
ADDRESS: 333 National City Blvd  
LEGAL DESCRIPTION: Lot 1 Tr 34

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: October 15, 2018

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

**Certificate Of 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 )  
County of San Diego )

On October 15, 2018 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)

## SUMMARY REPORT FOR APN 556-417-07-00

11/06/18 Initial inspection was made, property was found to be in violation.

11/13/18 Mailed 30 day courtesy notice to the owner.

12/04/18 Notice returned "not at this address".

12/10/18 Verified ownership information with County of San Diego.

12/14/18 Re-inspection was made, property was found to be in violation.

12/14/18 Posted property.

12/14/18 Mailed 10 day final notice to the owner, certified mail.

12/26/18 Final inspection was made, property was found to be in violation.

12/26/18 Verified ownership information with County of San Diego.

01/02/19 Certified notice returned "no such number".

01/17/19 Work order authorization signed by District Official for Admin Only.

01/22/19 The owner was mailed an Administrative bill at the contracted rates.

02/11/19 The owner was mailed a final bill.

03/05/19 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: Becwell Llc  
Address: 1717 Bella Laguna Ct  
Encinitas, CA 92024

Parcel Number: 556 417 07 00  
Date: 11/13/2018

**COPY**

Location of Public Nuisance: 731 K Ave

Instructions for Abatement: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 11/13/2018**. **\*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.**

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774  
Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774  
Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

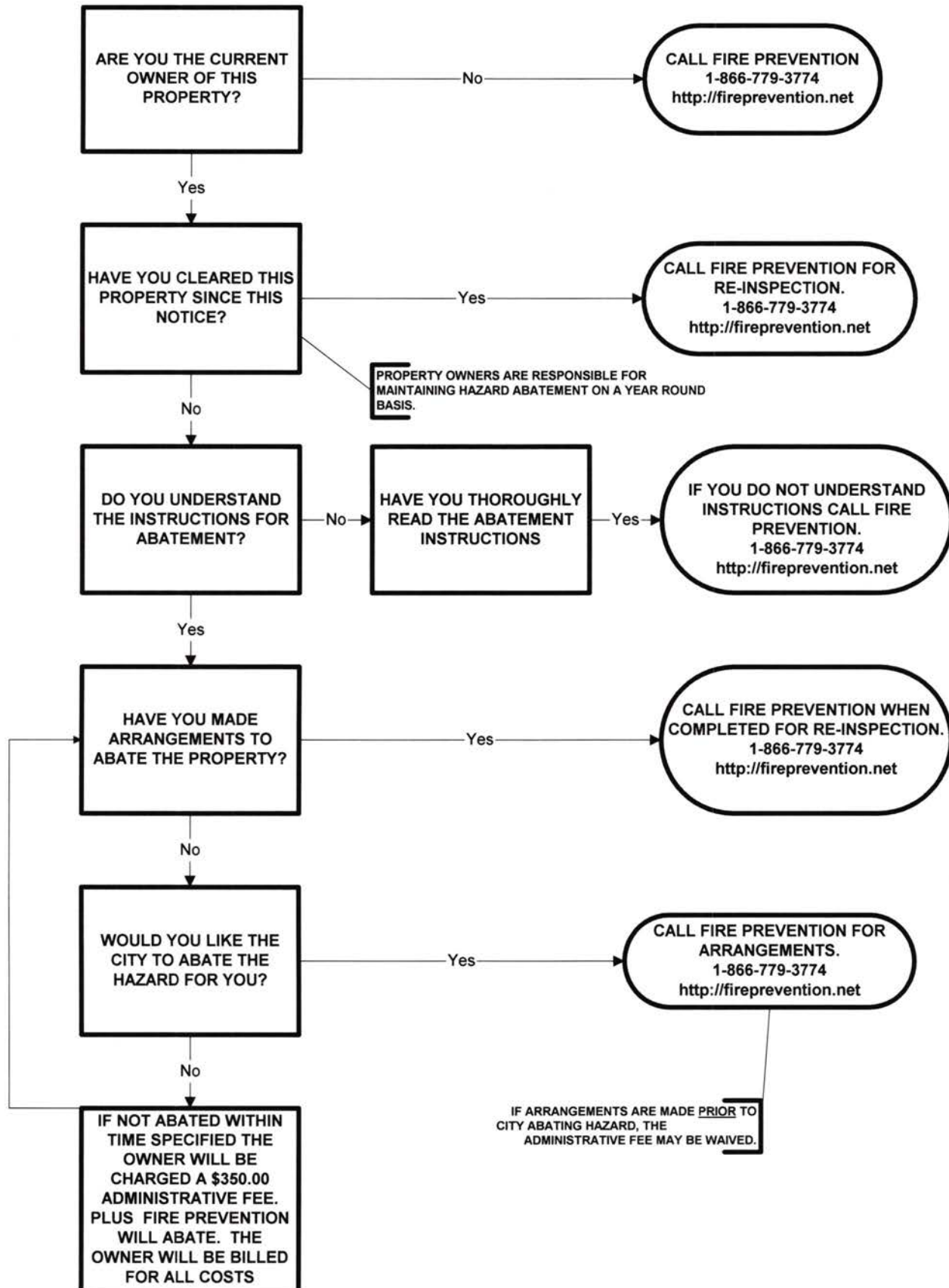
**\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050) \*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.**

1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*

# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



333 E. 16th Street : National City, CA : 91950-4596

# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)



# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Becwell Llc  
Address: 1717 Bella Laguna Ct  
Encinitas, CA 92024

Parcel Number: 556 417 07 00  
Date: 12/14/2018

**COPY**

Location of Public Nuisance: 731 K Ave

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 12/14/2018**. **\*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.**

### **Guidelines For The Abatement of Flammable Vegetation**

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### **"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"**

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### **National City Municipal Code 9.12.010 Public Nuisance Declared--In General**

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### **National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials**

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- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

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### **National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing**

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this

notice. 1-866-779-3774 ext. 311 or <http://fireprevention.net>

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

Fire Prevention Services\*\*\*

rev. 03/27/06, 04/24/06, 06/21/06

**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

13 NOV 2018 PM 5 L



**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

*not at  
this  
address*

Becwell Llc  
1717 Bella Laguna Ct  
Encinitas, CA 92024

Parcel Number: **556 417 07 00**  
Date: **11/13/2018**

of Public Nuisance: **731 K Ave**  
ns for Abatement: **Please clear the entire property of all weeds, dead vegeta**

586 of 1111

1291184



U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

ENCINITAS, CA 92024

OFFICIAL USE

Certified Mail Fee

\$3.45

Extra Services & Fees (check box, add fee as appropriate)

- |  |    |        |
|--|----|--------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | \$0.00 |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | \$0.00 |
| <input type="checkbox"/> Adult Signature Required            | \$ | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | \$0.00 |

Postage

\$0.50

Total Pos

Sent To

556477 07 00

Street and

Becwell Llc  
1717 Bella Laguna Ct  
Encinitas 85CA

City, State

0020  
06

Postmark  
Here

12/14/2018  
NC

587 of 1111

7018 0360 0001 8867 2027

CERTIFIED MAIL

Fire Prevention Services

P. O. Box 1720

El Cajon, CA 92022-1720



7018 0360 0001 8867 2027

NAME

FIRE PREVENTION SERVICES

STOP NOTICE

RETURNED

*FWS 12/29/18*

IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE



1000

92024-1291

U.S. POSTAGE PAID  
FCM LETTER  
EL CAJON, CA  
92020  
DEC 14, 18  
AMOUNT

**\$6.70**

R2307M152783-06

Becwell Llc

Address: 1717 Bella Laguna Ct  
Encinitas, CA 92024

Parcel Number: 556 417 07 00

Date: 12/14/2018

Notification of Public Nuisance: 731 K Ave  
Instructions for Abatement: Please clear the entire property of all weeds,

and debris must be removed from the property. (Please maintain contact with the property owner.)  
9330090147339043

NIXIE 911 DE 1 0012/27/18

RETURN TO SENDER  
NO SUCH NUMBER  
UNABLE TO FORWARD

BC: 92022172020 \*0104-02572-15-33





NOTICE TO  
ABATE  
PUBLIC  
NUISANCE

**12/14/18 re-inspection**



**12/14/18 re-inspection**



**12/14/18 re-inspection**



**12/14/18 re-inspection**





**12/14/18 re-inspection**



**12/14/18 re-inspection**



**12/14/18 re-inspection**



**12/14/18 re-inspection**



**12/14/18 re-inspection**

A photograph showing a chain-link fence mounted on a concrete wall. The fence is made of metal mesh and is supported by vertical posts. In the foreground, there are several large, green, bushy plants. The background is slightly blurred, showing more of the fence and some greenery.

**12/14/18 re-inspection**



**12/14/18 re-inspection**



**12/26/18 final inspection**



A photograph showing a fence line running along a hillside. The fence consists of a concrete base and a chain-link top section. To the left of the fence is a large, dark, cylindrical object, possibly a water tank or a large barrel, partially obscured by green and brown vegetation. In the background, there is a wooden building and a utility pole with power lines. The sky is clear and blue. The overall scene appears to be an outdoor inspection site.

**12/26/18 final inspection**



**12/26/18 final inspection**



**12/26/18 final inspection**



**12/26/18 final inspection**



**12/26/18 final inspection**



**01/17/19 inspection**



**01/17/19 inspection**



**01/17/19 inspection**





**01/17/19 inspection**



**01/17/19 inspection**

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6387

Owner: Becwell Llc  
Address: 1717 Bella Laguna Ct  
Encinitas, CA 92024

Parcel #556 417 07 00      Job location: 731 K Ave

ADMIN ONLY

Authorized by: R. DREW

Signature: [Signature]

Date: 1-17-19

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.

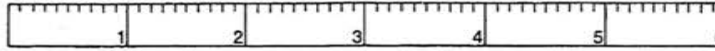
### METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	_____ sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

### CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)



06



12/4/98 RAG

CHANGES				
BLK	OLD	NEW	YR	CUT
415	421-WR	1-10		
416	421-WR	1-13		
417	423-WR	1-9		
418	424-WR	1-13	85	10011
416	08&09	16	98	1713
416	06&07	17	99	1787

SAN DIEGO COUNTY  
ASSESSOR'S MAP  
BOOK 556, PAGE 41.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 615 - F COPELAND SUB  
MAP 166 - RANCHO DE LA NACION - POR 1/4 SEC 13I

DEC 16 1998

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## ADMINISTRATIVE BILL

1/22/2019

Becwell Llc  
1717 Bella Laguna Ct  
Encinitas, CA 92024

**COPY**

Parcel # 556 417 07 00  
Location: 731 K Ave  
-

Dear Becwell Llc,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 12/26/2018 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of 1/17/2019 this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 350 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 556 417 07 00 on the check.

If you have any questions please call us direct at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

# NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____sq. ft.	_____
<u>Hand Labor</u>			
A. per square foot of area abated	\$0.10	_____sq. Ft.	_____
<u>Dozer Operation</u>			
A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____
<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____	cu.yds = _____
B. dump fees	(reimbursement of cost)	_____	_____
<u>Administrative Fee</u> (failure to comply by deadline of notice)			
A. per parcel	\$350.00	1 _____	\$350.00
<u>Attorney Services</u>			
A. per parcel, per hour	\$200.00	_____	_____
<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A. cost confirmation fee, per parcel	\$275.00	_____	_____
<u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees	(reimbursement of cost)	_____	_____
FILE # <u>6387</u>	APN # <u>556-417-07</u>	<b>TOTAL</b>	<b>\$ 350.00</b>

COPY

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## Final Bill

2/11/2019

Becwell Llc  
1717 Bella Laguna Ct  
Encinitas, CA 92024

**COPY**

Ref: Parcel # 556 417 07 00

-

Dear Becwell Llc,

This is a reminder of the letter we sent you on 1/22/2019 and we have not received payment in the amount of \$350.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 556 417 07 00 on the check.

Should you need to discuss this matter you may contact us at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

**RECORDING REQUESTED BY**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2019-0081338



Mar 07, 2019 08:47 AM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

**AND WHEN RECORDED MAIL TO**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012

PAGES: 1

**NOTICE OF ABATEMENT**

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE  
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on 1/15/2019, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 1/17/2019, and

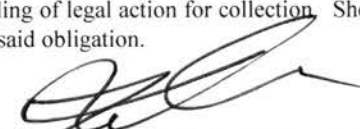
WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Becwell LLC at 1717 Bella Laguna Ct, Encinitas, CA 92024 described as follows:

APN # 556 417 07 00  
ADDRESS: 731 K Ave  
LEGAL DESCRIPTION: /Exc N 50 Ft/ Sw 1/4 Blk 5 Tr 615

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: March 5, 2019

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

**Certificate Of 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.

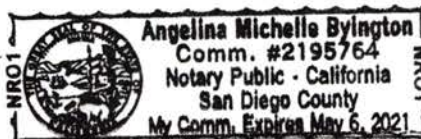
State of California )  
County of San Diego )

On March 5, 2019 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)



## SUMMARY REPORT FOR APN 556-474-17-00

09/24/18 Initial inspection was made, property was found to be in violation.

09/25/18 Mailed 30 day courtesy notice to the owner.

10/01/18 Notice returned "vacant".

10/02/18 Verified ownership information with County of San Diego.

10/26/18 Re-inspection was made, property was found to be in violation.

10/26/18 Posted property.

10/29/18 Mailed 10 day final notice to the owner, certified mail.

11/05/18 Recieved voicemail from property owner.

11/06/18 Returned call to property owner.

11/07/18 Certified notice returned "vacant".

11/09/18 Final inspection was made, property was found to be in violation.

11/14/18 Verified ownership information with County of San Diego.

11/20/18 Called property owner.

11/29/18 Work order authorization signed by District Official for Admin Only.

11/30/18 The owner was mailed an Administrative bill at the contracted rates.

12/14/18 The owner was mailed a final bill.

01/02/19 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: Sanders Andrew/Abbasov Kazem

Parcel Number: 556 474 17 00

Address: 343 E Plaza Blvd

Date: 9/25/2018

National City, CA 91950

**COPY**

Location of Public Nuisance: 343 E Plaza Blvd

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 9/25/2018**. \*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### **Guidelines For The Abatement of Flammable Vegetation**

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### **"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"**

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, **YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING**. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### **National City Municipal Code 9.12.010 Public Nuisance Declared--In General**

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### **National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials**

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### **National City Municipal Code 1.36.010 Public Nuisance Defined**

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### **National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing**

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*

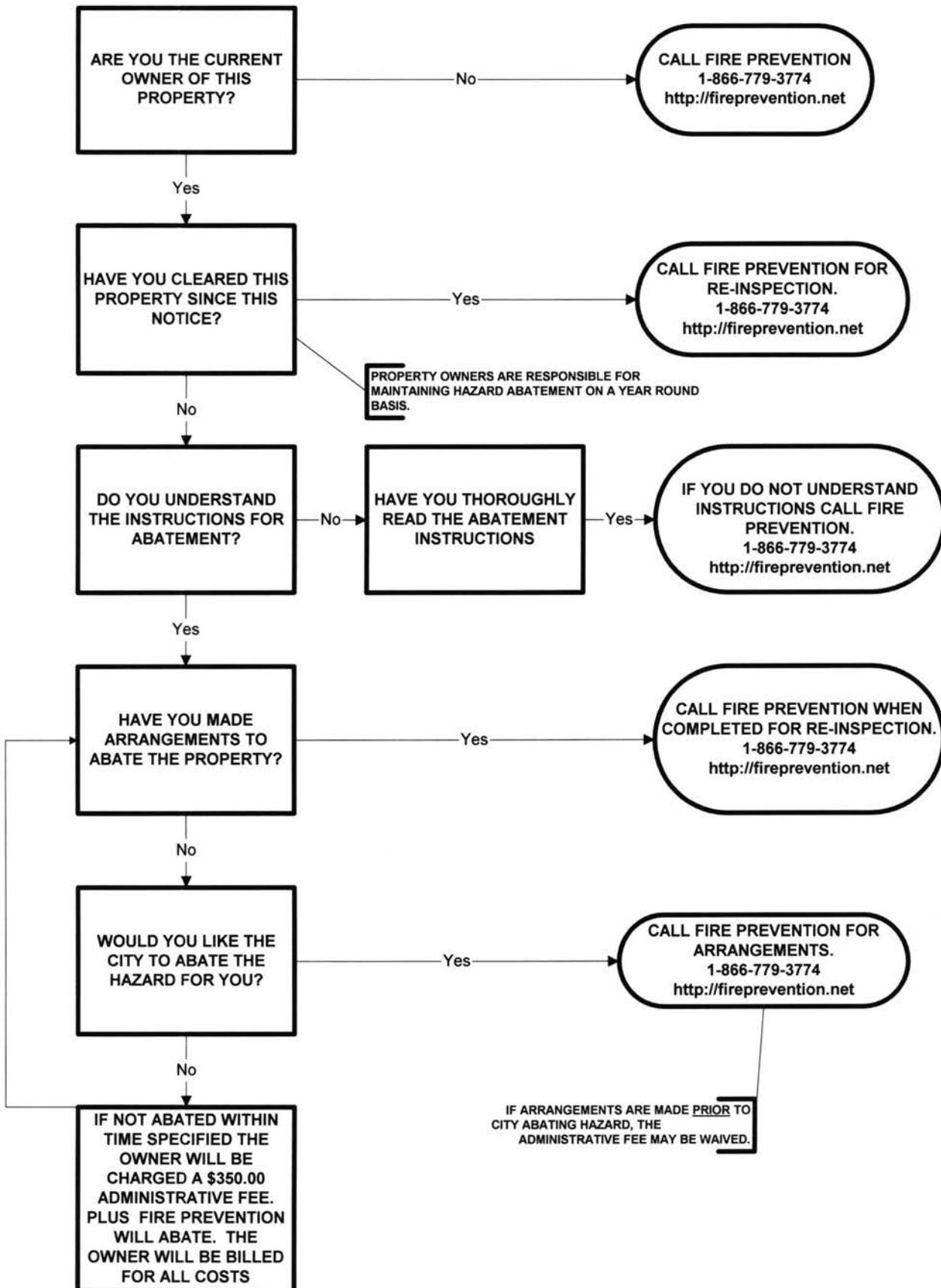
\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Sanders Andrew/Abbasov Kazem

Parcel Number: 556 474 17 00

Address: 343 E Plaza Blvd

Date: 10/29/2018

National City, CA 91950

**COPY**

Location of Public Nuisance: 343 E Plaza Blvd

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 10/29/2018**. \*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

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- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

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Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 311 or <http://fireprevention.net>

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

Fire Prevention Services\*\*\*

rev. 03/27/06, 04/24/06, 06/21/06

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

NATIONAL CITY, CA 91950

**OFFICIAL USE**

Certified Mail Fee \$3.45

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$0.50

\$

Total **556 474.17 00**

\$

Sent to Sanders Andrew/Abbasov Kazem

343 E Plaza Blvd

Street National City CA 91950

City, State, ZIP+4®



0020  
36

10/29/2018

NC

7018 0360 0001 8867 1877

PS Form 3800

Instructions

**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

25 SEP 2018 PM 2 L



**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

*Handwritten initials: V, RAS*

Owner: Sanders Andrew Parcel Number: 556 474  
Address: 343 E Plaza Blvd Date: 9/25/2018  
National City, CA 91950  
Location of Public Nuisance: 343 E Plaza Blvd  
Instructions for Abatement: Please clear the entire property of all weed

NIXIE 916 SE 1 7289/29/18  
RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
BC: 92022172020 \*2204-04088-25-38

**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720

**CERTIFIED MAIL®**



7018 0360 0001 8867 1877

**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**



U.S. POSTAGE PAID  
FCM LETTER  
EL CAJON, CA  
92020  
OCT 29, 18  
AMOUNT  
**\$6.70**  
R2303S103281-36

1000

91950

*Handwritten initials: V, RAS*  
**TAKE  
FIRST NOTICE 11-02-18  
AND NOTICE**

Owner: Sanders Andrew/Abbasov Kazem  
Address: 343 E Plaza Blvd Date: 10/29/2018  
National City, CA 91950  
Location of Public Nuisance: 343 E Plaza Blvd  
Instructions for Abatement: Please clear the entire property of all v

Parce.  
NIXIE 916 DC 1 0010/31/18  
RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
BC: 92022172020 \*0404-09666-29-45





**NOTICE TO  
ABATE  
PUBLIC  
NUISANCE**

**10/26/18 re-inspection**



**10/26/18 re-inspection**

124

626 of 1111



**10/26/18 re-inspection**



**10/26/18 re-inspection**



10/26/18 re-inspection

**AS**  
OS YAMANE  
**OR**  
L CITY

**BERKSHIRE PLATEWAY**  
Real Estate  
Callista Property  
619-316-3127  
1414 4th Street  
www.berkshireplateway.com

**DITTA**  
DELOSSANTO'S  
**MAYO**  
NATIONAL

**DANIEL**  
**PEREZ**  
for NATIONAL  
M

10/26/18 re-inspection





SPEED  
LIMIT  
30

**10/26/18 re-inspection**



**10/26/18 re-inspection**





**10/26/18 re-inspection**



**10/26/18 re-inspection**



**10/26/18 re-inspection**



**10/26/18 re-inspection**



**11/09/18 final inspection**



**11/09/18 final inspection**



**11/09/18 final inspection**

37



SPEED  
LIMIT  
30



**11/09/18 final inspection**





nd  
7

11/09/18 final inspection



**11/09/18 final inspection**

140



**11/09/18 final inspection**

141



**11/09/18 final inspection**



**11/09/18 final inspection**



**11/09/18 final inspection**

144



**11/09/18 final inspection**



**11/19/18 inspection**





11/19/18 inspection



**11/19/18 inspection**



**11/20/18 inspection**



**11/20/18 inspection**



**11/20/18 inspection**



**11/20/18 inspection**

132

654 of 1111



**11/26/18 inspection**



**11/26/18 inspection**

154





**11/26/18 inspection**

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6348

Owner: Sanders Andrew/Abbasov Kazem  
Address: 343 E Plaza Blvd  
National City, CA 91950

Parcel #556 474 17 00      Job location:343 E Plaza Blvd

*ADMIN ONLY*

Authorized by:           R. DREW          

Signature:           *[Signature]*          

Date:           11-29-18          

**WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.**

### METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	_____ sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

### CREW INFORMATION

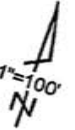
<u>Crew</u>	<u>Date</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY IF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

33

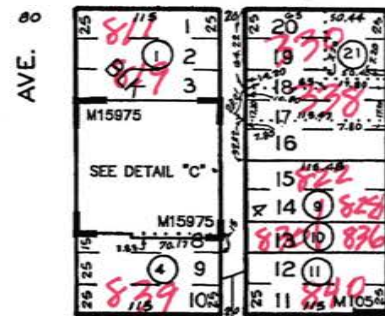
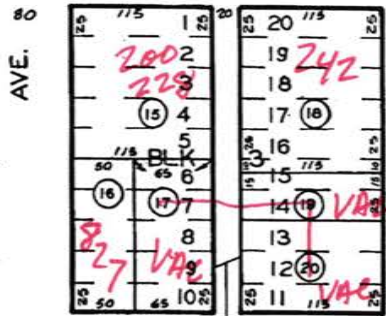
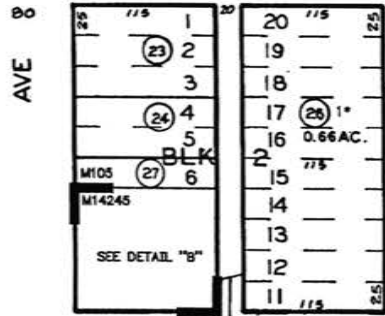
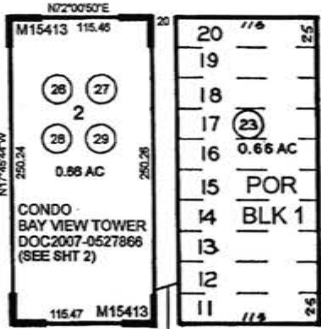
556 - 47  
SHT 1 OF 2



556-430  
-440  
-471, 472, 473  
-480

NATIONAL CITY (NATIONAL AVE.)

EIGHTH ST.

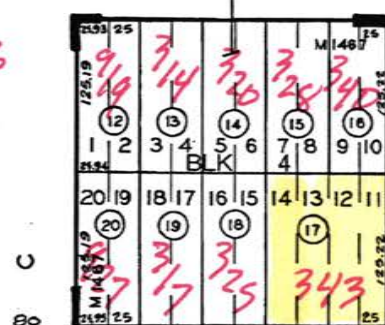
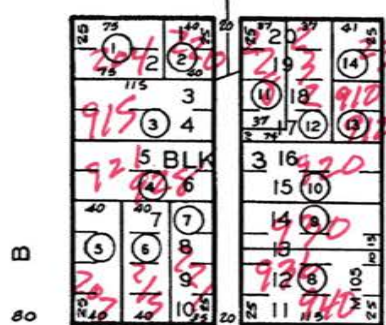
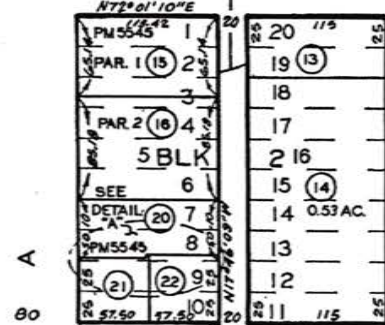
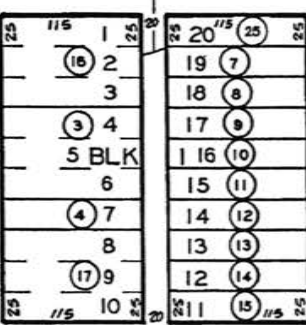


AVE.

08/01/14 ARS

CHANGES				
BLK	OLD	NEW	YR	CUT
471	430-VAR	18-23		
472	430-VAR	23-26		
473	440-VAR	15-20		
474	440-VAR	12-20	85	10012
474	5-B	21	88	2448
471	18-22	24	93	1154
472	25	27428	97	1485
471	5-B	25	88	1701
472	28	28-34	02	85
471	24	28-29	08	722
474	2&3	22-28	15	12

NINTH ST. (471) LOT 1 1/4 SEC. 154 M166 LOT 2 1/4 SEC. 154 M166 (472) (473) (474) ST.

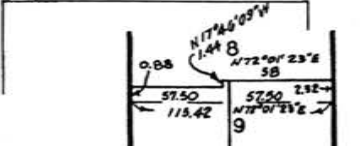


AVE.

555  
8

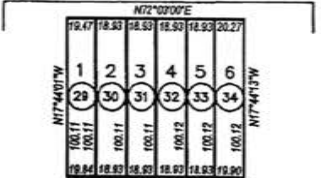
NATIONAL CITY (NATIONAL AVE.)

PLAZA (TENTH ST) BLVD



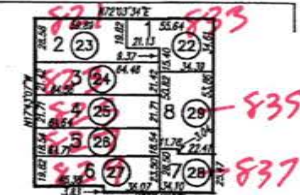
DETAIL "A" - NO SCALE

6-18-84  
d/c  
SAN DIEGO COUNTY  
ASSESSOR'S MAP



DETAIL "B"  
SCALE: 1"=80'

55



DETAIL "C"  
SCALE: 1"=80'

MAP 15975 - 8 ON C  
M15413 - CASE FILE NO S-2003-5/CUP-2003-22  
MAP 14245 - TOWNSQUARE ROW HOMES  
MAP 1467 - HAMILTON & WILLIAMS RESUB  
MAP 105 - W.C. KIMBALLS SUB.  
ROS 1133, 13498

1" 760-235-78

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## ADMINISTRATIVE BILL

11/30/2018

Sanders Andrew/Abbasov Kazem  
343 E Plaza Blvd  
National City, CA 91950

Parcel # 556 474 17 00  
Location: 343 E Plaza Blvd  
-

**COPY**

Dear Sanders Andrew/Abbasov Kazem,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 11/9/2018 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of 11/26/2018 this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 350 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 556 474 17 00 on the check.

If you have any questions please call us direct at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

# NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	_____ sq. Ft.	_____
-----------------------------------	--------	---------------	-------

Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____ cu.yds =	_____
B. dump fees (reimbursement of cost)		_____	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1 _____	<u>\$350.00</u>
---------------	----------	---------	-----------------

COPY

Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
-------------------------	----------	-------	-------

Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
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E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees (reimbursement of cost)		_____	_____

FILE # 6348                      APN # 556-474-17-00                      **TOTAL \$** 350.00

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## Final Bill

12/14/2018

Sanders Andrew/Abbasov Kazem  
343 E Plaza Blvd  
National City, CA 91950

**COPY**

Ref: Parcel # 556 474 17 00

-

Dear Sanders Andrew/Abbasov Kazem,

This is a reminder of the letter we sent you on 11/30/2018 and we have not received payment in the amount of \$350.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 556 474 17 00 on the check.

Should you need to discuss this matter you may contact us at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.

rev.05/19/06

**RECORDING REQUESTED BY**  
Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2019-0003299



Jan 04, 2019 08:51 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 1

**AND WHEN RECORDED MAIL TO**  
Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012

## NOTICE OF ABATEMENT

### TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE HEREIN DESCRIBED PROPERTY

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on 11/29/2019, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 11/26/2018, and

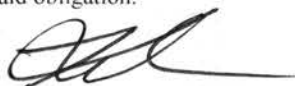
WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Sanders Andrew/Abbasov Kazem at 343 E Plaza Blvd, National City, CA 91950 described as follows:

APN # 556 474 17 00  
ADDRESS: 343 E Plaza Blvd  
LEGAL DESCRIPTION: Lots 11 Thru 14 Blk 4 Tr 1467

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: January 2, 2019

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

### Certificate Of 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 )  
County of San Diego )

On January 2, 2019 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)

## SUMMARY REPORT FOR APN 556-552-03-00

08/23/18 Initial inspection was made, property was found to be in violation.

08/23/18 Mailed 30 day courtesy notice to the owner.

09/24/18 Re-inspection was made, property was found to be in violation.

09/24/18 Posted property.

09/24/18 Mailed 10 day final notice to the owner, certified mail.

10/08/19 Final inspection was made, property was found to be in violation.

10/09/18 Received signed certified return receipt.

10/09/18 Verified ownership information with County of San Diego.

10/09/18 Female left two voicemails with no return number.

10/09/18 Returned call through caller ID, left message.

10/15/18 Verified ownership information with County of San Diego.

10/18/18 Work order authorization signed by District Official.

10/24/18 F.P.S.I. crews arrived to find the property in compliance.

10/26/18 The owner was mailed an Administrative bill at the contracted rates.

11/13/18 The owner was mailed a final bill.

11/28/18 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.



# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: Winslow Alma G  
Address: Po Box 56800  
Hayward, CA 94545

Parcel Number: 556 552 03 00

Date: 8/23/2018

**COPY**

Location of Public Nuisance: 1025 C Ave

Instructions for Abatement: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 8/23/2018**. \*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

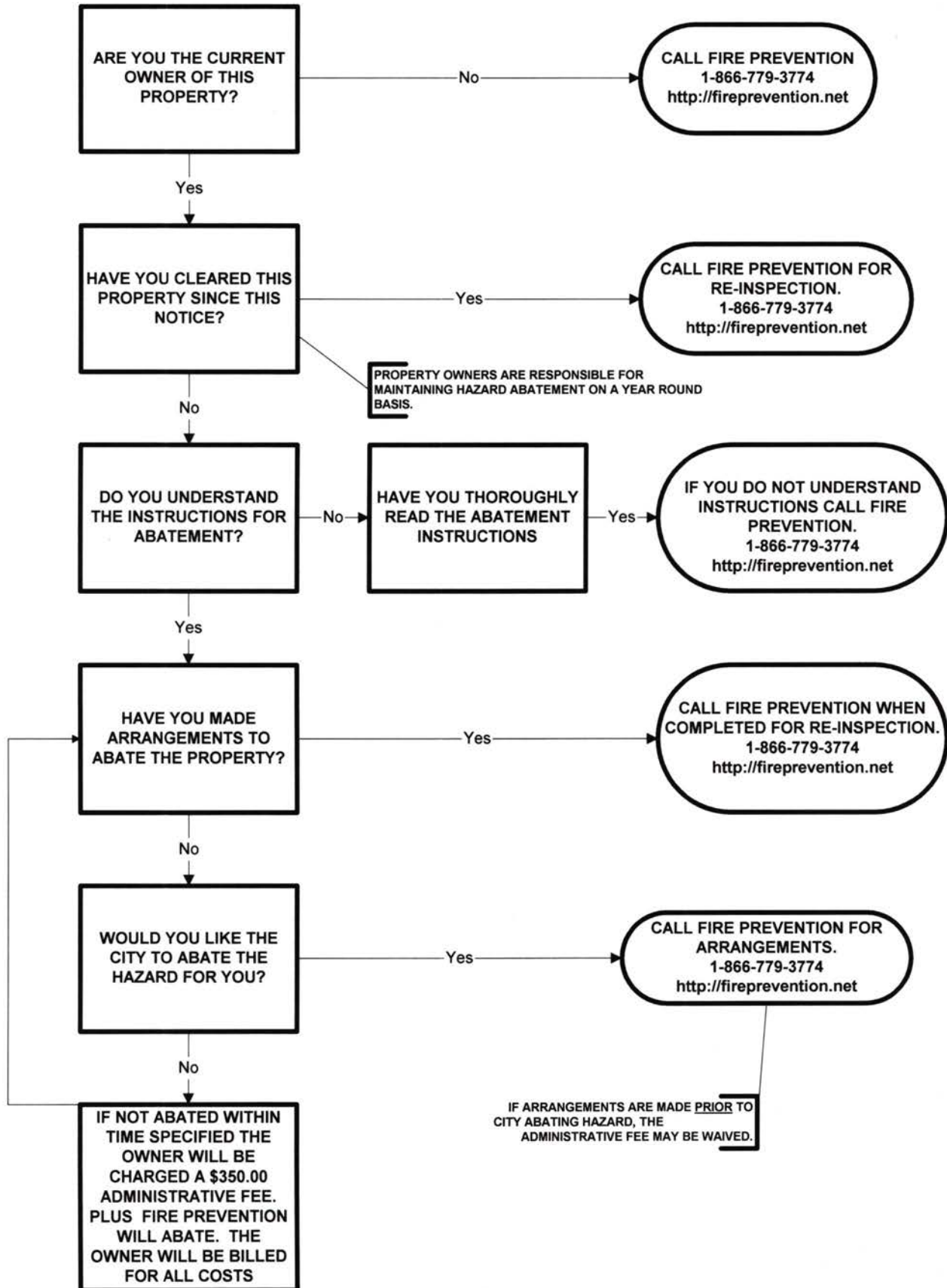
The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

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# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Winslow Alma G  
Address: Po Box 56800  
Hayward, CA 94545

Parcel Number: 556 552 03 00

Date: 9/24/2018

**COPY**

Location of Public Nuisance: **1025 C Ave**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 9/24/2018**. \*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

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- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

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If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

HAYWARD, CA 94545

**OFFICIAL USE**

Certified Mail Fee \$3.45

\$ 2.75

Extra Services & Fees (check box, add fee as appropriate)

- |  |    |        |
|--|----|--------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | \$0.80 |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | \$0.80 |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | \$1.20 |
| <input type="checkbox"/> Adult Signature Required            | \$ | \$2.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |        |

Postage \$0.50

\$ Total Fee \$6.70

556 552 03 00

Sent To Winslow Alma G

Street Po Box 56800

City, State Hayward CA 167

94545

0020

36



NC

669 of 1111

94545 2998 1000 0960 9102

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

556 552 03 00 NC  
 Winslow Alma G  
 Po Box 56800  
 Hayward CA 94545



9590 9402 4090 8092 2877 97

7018 0360 0001 8867 171168

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent  
 Addressee

B. Received by (Printed Name)

Alma G. Winslow

C. Date of Delivery

- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

**3. Service Type**

- |  |  |
|--|--|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®              |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                    |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise      |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™             |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation™             |
| <input type="checkbox"/> Insured Mail™                                 |  |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |  |

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NOTICE TO  
ABATE  
PUBLIC  
NUISANCE

09/24/18 re-inspection



1025

NO OPEN TOILETS  
ASBESTOS  
LEAD PAINT  
MOLD

09/24/18 re-inspection





**09/24/18 re-inspection**



**09/24/18 re-inspection**

172

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**NO PARKING**  
7am - 7pm  
EXCEPT VEHICLES WITH  
VALID **H** PLATES  
OR SERVICE VEHICLES

**09/24/18 re-inspection**



**09/24/18 re-inspection**



**09/24/18 re-inspection**



**09/24/18 re-inspection**



**09/24/18 re-inspection**



**09/24/18 re-inspection**

178





**10/08/18 final inspection**



**10/08/18 final inspection**

180

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**10/08/18 final inspection**

31



**10/08/18 final inspection**

182

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**10/08/18 final inspection**

113



**10/18/18 inspection**

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**10/18/18 inspection**

185



**10/18/18 inspection**





**10/18/18 inspection**



**10/18/18 inspection**



**10/18/18 inspection**

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6323

Owner: Winslow Alma G  
Address: Po Box 56800  
Hayward, CA 94545

Parcel #556 552 03 00      Job location:1025 C Ave

Authorized by: R. SREW

Signature: [Signature]

Date: 10-18-18

**WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.**

### METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	_____ sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

### CREW INFORMATION

*ADMIN FEE ONLY*

<u>Crew</u>	<u>Date</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

1"=100'

556-53/4 532  
-5374 552  
555  
11

NATIONAL CITY (NATIONAL AVE)  
W LINE 1/4 SEC 154

NW COR LOT 3 1/4 SEC 154

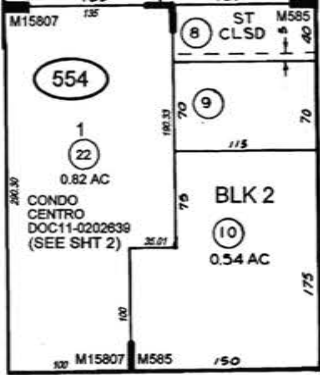
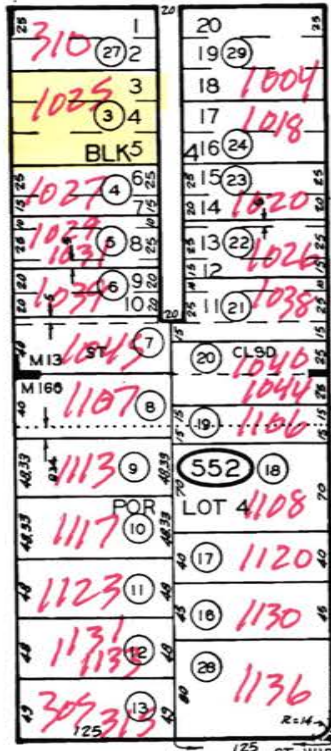
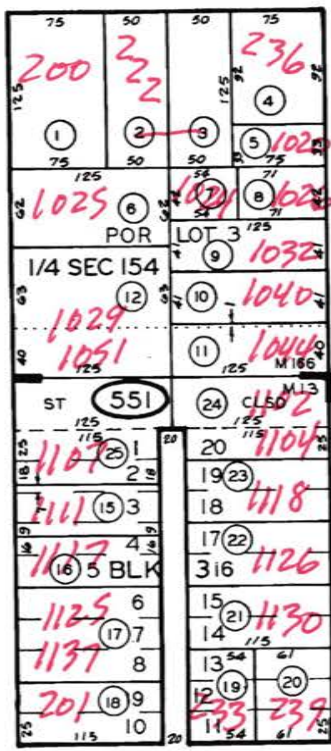
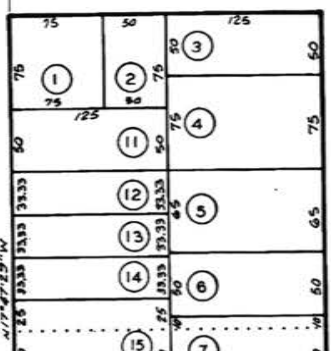
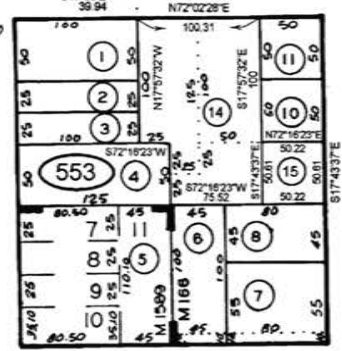
NW COR E 1/2 LOT 3 1/4 SEC 154

BLVD

09/28/17 VED

### CHANGES

BLK	OLD	NEW	YR	CUT
553	531-YAR	1-13		
554	540-INC	1-21	85	10045
553	6 128 13	148 15	06	1024
554	168 17	22-24	11	33
554	238 24	25	12	1167
	22	CONDO	12	524 GANC
554	18-20 & 25	SAME & ST CLSD	14	5542
554	18 & 19	26	18	1105



DETAIL "A"  
NO SCALE

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 15807-CENTRO/REVOLUTION 2 CASE FILE NO S-2006-5  
IN THE CITY OF NATIONAL CITY  
MAP 1589-ATWATERS SUB  
MAP 585-F A KIMBALL'S SUB  
MAP 166-RANCHO DE LA NACION-POR 1/4 SEC 154  
MAP 13-S D LAND & TOWN CO SUB OF 1/4 SEC 154  
RANCHO DE LA NACION  
ROS 9415, 13498, 22724

1-5-24  
090  
SAN DIEGO COUNTY  
ASSESSOR'S MAP  
BOOK 556 PAGE 55



**10/24/18 compliance crew photo**

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## ADMINISTRATIVE BILL

10/26/2018

**COPY**

Winslow Alma G  
Po Box 56800  
Hayward, CA 94545

Parcel # 556 552 03 00  
Location: 1025 C Ave  
-

Dear Winslow Alma G,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 10/8/2018 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of 10/24/2018 this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 350 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 556 552 03 00 on the check.

If you have any questions please call us direct at (866) 779-3774.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

# NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	_____ sq. Ft.	_____
-----------------------------------	--------	---------------	-------

Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

COPY

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X	_____ cu.yds =	_____
B. dump fees			(reimbursement of cost)	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1	_____	<u>\$350.00</u>
---------------	----------	---	-------	-----------------

Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
-------------------------	----------	-------	-------

Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees			(reimbursement of cost)

FILE # 6323                      APN # 556-552-03-00                      **TOTAL**    \$ 350.00



# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## Final Bill

11/13/2018

Winslow Alma G  
Po Box 56800  
Hayward, CA 94545

COPY

Ref: Parcel # 556 552 03 00

-

Dear Winslow Alma G,

This is a reminder of the letter we sent you on 10/26/2018 and we have not received payment in the amount of \$350.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 556 552 03 00 on the check.

Should you need to discuss this matter you may contact us at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

10  
RECORDING REQUESTED BY  
Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2018-0496856



Dec 03, 2018 08:37 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 1

1P  
AND WHEN RECORDED MAIL TO  
Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012

NF

**NOTICE OF ABATEMENT  
TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE  
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on 10/18/2018, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 10/24/2018, and

WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Winslow Alma G at Po Box 56800, Hayward, CA 94545 described as follows:

APN # 556 552 03 00  
ADDRESS: 1025 C Ave  
LEGAL DESCRIPTION: Lots 3 Thru 5 Blk 4 Tr 13

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: November 28, 2018

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

**Certificate Of Acknowledgement**

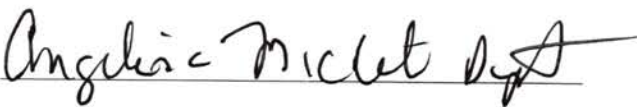
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )

On November 28, 2018 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)

## SUMMARY REPORT FOR APN 558-220-06-00

04/12/18 Initial inspection was made, property was found to be in violation.

05/01/18 Mailed 30 day courtesy notice to the owner.

05/09/18 Notice returned "insufficient address".

05/22/18 Verified ownership information with County of San Diego.

06/12/18 Re-inspection was made, property was found to be in violation.

06/12/18 Posted property.

06/13/18 Mailed 10 day final notice to the owner, certified mail.

06/19/18 Certified notice returned "insufficient address".

06/25/18 Final inspection was made, property was found to be in violation.

06/26/18 Verified ownership information with County of San Diego.

06/27/18 Work order authorization signed by District Official.

06/28/18 F.P.S.I. crews abated the property.

07/02/18 The owner was mailed a bill at the contracted rates.

07/23/18 The owner was mailed a final bill.

08/21/18 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: W N K Partners L L C; Wissam Kassab  
Address: 3102 E 16th St Date: 5/1/2018  
National City, CA 91950

Parcel Number: 558 220 06 00

**COPY**

Location of Public Nuisance: 3102 E 16th St

Instructions for Abatement: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 5/1/2018**. \*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or any condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*

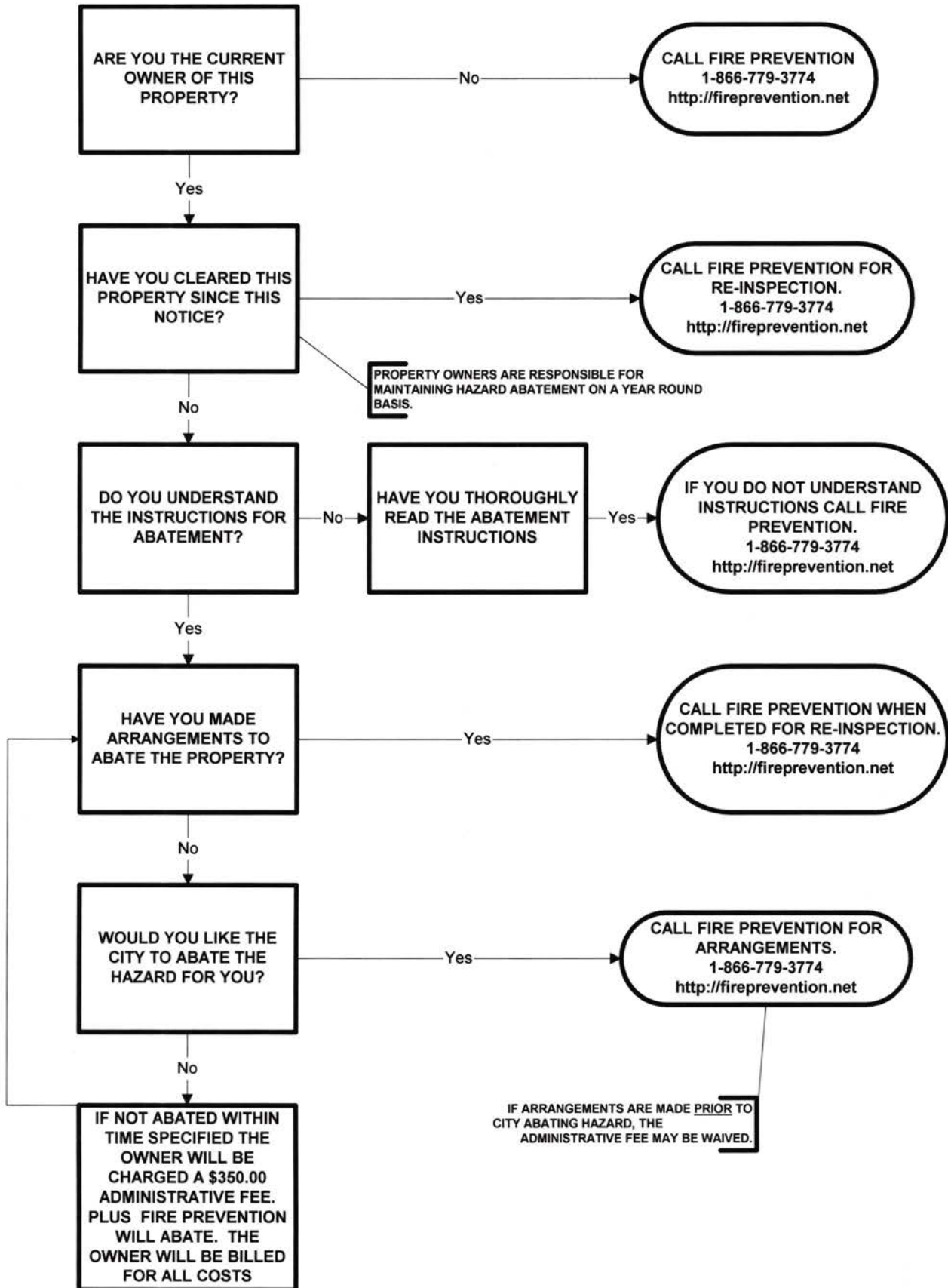
\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: W N K Partners L L C; Wissam Kassab  
Address: 3102 E 16th St                      Date: 6/13/2018  
National City, CA 91950

Parcel Number: 558 220 06 00

**COPY**

Location of Public Nuisance: 3102 E 16th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 6/13/2018**. \*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

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- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

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"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 311 or <http://fireprevention.net>

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

NATIONAL CITY, CA 91950

OFFICIAL USE

Certified Mail Fee \$3.45

\$2.75

Extra Services & Fees (check box, add fee as appropriate)

- |  |        |
|--|--------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$0.00 |
| <input type="checkbox"/> Return Receipt (electronic)         | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$0.00 |
| <input type="checkbox"/> Adult Signature Required            | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00 |

Postage \$0.50

\$6.70

Total Postage

\$558 220 06 00

Sent To

W N K Partners L L C; Wissam Kassa

Street and

3102 E 16th St

City, State

National City CA

202



704 of 1111

7015 3010 0000 9160 2700



**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

01 MAY 2018 PM 9 L



**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

W N K Partners L L C Parcel Number: **558 220 06 0**  
s: 3102 E 16th St Date: **5/1/2018**  
National City, CA 91950  
Location of Public Nuisance: **3102 E 16th St**  
Instructions for Abatement: **Please clear the entire property of a**

NIXIE 911 DE 1 0005/06/18  
RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD  
BC: 92022172020 \*0404-05414-13-38

**CERTIFIED MAIL**

**Fire Prevention Services**

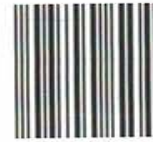
P. O. Box 1720  
El Cajon, CA 92022-1720



7015 3010 0000 9160 2700



1000



91950

U.S. POSTAGE  
PAID  
EL CAJON, CA  
92020  
JUN 13, 18  
AMOUNT

**\$6.70**

R2304Y123074-16

~~1E~~  
~~ST NOTICE~~ 6/18/18  
~~2ND NOTICE~~  
~~TURNED~~ 3

**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

Owner: W N K Partners L L C; Wissam Kassab  
Address: 3102 E 16th St Date: **6/13/2018**  
National City, CA 91950

Location of Public Nuisance: **3102 E 16th St**  
Instructions for Abatement: **Please clear the entire property of all we**

NIXIE 910 DE 1 0006/16/18  
RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD  
BC: 92022172020 \*0404-05414-13-38

92022-1720  
91950-9241-202

**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

02 JUL 2018 PM 4 L



DA

7/2/2018

W N K Partners L L C; Wissam Kassab  
3102 E 16th St  
National City, CA 91950

NIXIE 911 DE 1 0007/08/18

RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD

BC: 92022172020 \*2064-02249-02-34

92022>1720  
91950-52419

**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

23 JUL 2018 PM 4 L



ANK

W N K Partners L L C; Wissam Kassab  
3102 E 16th St  
National City, CA 91950

NIXIE 910 FE 1 0007/27/18

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92022172020 \*2052-11214-27-13

92022>1720  
91950-52419



NOTICE TO  
ABATE  
PUBLIC  
NUISANCE

**06/12/18 re-inspection**



**06/12/18 re-inspection**

206

708 of 1111



**06/12/18 re-inspection**



**06/12/18 re-inspection**

208

710 of 1111



**06/12/18 re-inspection**

209

711 of 1111



**06/12/18 re-inspection**





**06/25/18 final inspection**



**06/25/18 final inspection**



3104

06/25/18 final inspection

213



**06/25/18 final inspection**



**06/25/18 final inspection**



**06/27/18 inspection**



**06/27/18 inspection**

217

719 of 1111

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6220

Owner: W N K Partners L L C; Wissam Kassab  
Address: 3102 E 16th St  
National City, CA 91950

Parcel #558 220 06 00      Job location:3102 E 16th St

Authorized by: R. Drew

Signature: [Signature]      Date: 6-27-18

**WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.**

### METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	<u>675</u> sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

### CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: <u>HAND</u>	<u>6/28/18</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)





Work space for diagrams and amount of work done

Hand Sq. Ft.: 675

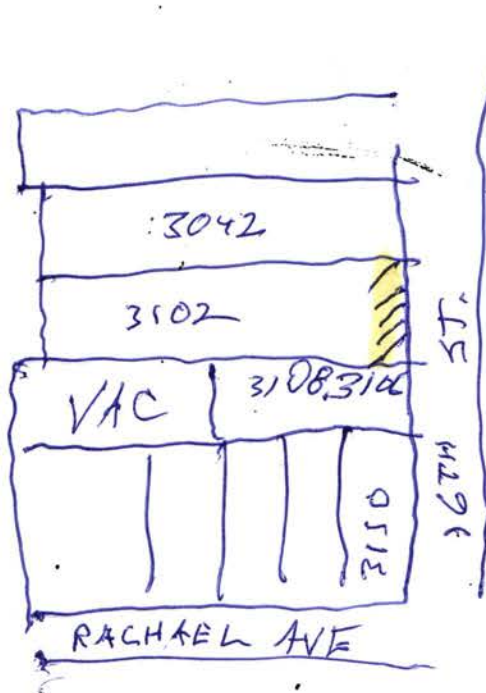
Tractor Sq. Ft.: 0

Total Removal Cu. Yds.: 0

Dump ticket: 0

Dump Charge: 0

Hand -  $15 \times 45 = 675$





**6/28/18 before**

221

723 of 1111



**6/28/18 before**

222



**6/28/18 after**



**6/28/18 after**

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

7/2/2018

W N K Partners L L C; Wissam Kassab  
3102 E 16th St  
National City, CA 91950

Parcel # 558 220 06 00  
Location: 3102 E 16th St  
-

**COPY**

Dear W N K Partners L L C; Wissam Kassab,

This letter is to inform you that the **Public Nuisance** on the above referenced property was abated pursuant to a prior Notice to Abate and order of the City of National City.

Fire Prevention Services was contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement work on your property was performed as mandated by The National City Municipal Code Chapter 1.36. The charges thus far total \$417.50. You will incur no further costs if this amount is paid within fifteen (15) days of the date of this notice.

Failure to pay this bill may result in the filing of an abatement lien upon your property.

Please make your check payable to Fire Prevention Services and include the Parcel # 558 220 06 00 on the check.

If you have any questions please call us direct at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

# NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	675 sq. Ft.	\$67.50
-----------------------------------	--------	-------------	---------

Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

COPY

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X	_____ cu.yds =	_____
B. dump fees			(reimbursement of cost)	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1	\$350.00
---------------	----------	---	----------

Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
-------------------------	----------	-------	-------

Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees			(reimbursement of cost)

FILE # 6220      APN # 558-220-06-00      **TOTAL \$ 417.50**



# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## Final Bill

7/23/2018

W N K Partners L L C; Wissam Kassab  
3102 E 16th St  
National City, CA 91950

Ref: Parcel # 558 220 06 00

**COPY**

Dear W N K Partners L L C; Wissam Kassab,

This is a reminder of the letter we sent you on 7/2/2018 and we have not received payment in the amount of \$417.50

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 558 220 06 00 on the check.

Should you need to discuss this matter you may contact us at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

**RECORDING REQUESTED BY**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2018-0355434



Aug 29, 2018 09:06 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

**AND WHEN RECORDED MAIL TO**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012

PAGES: 1

**NOTICE OF ABATEMENT**

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE  
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on 6/27/2018, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 6/28/2018, and

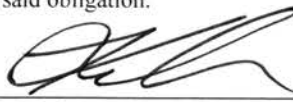
WHEREAS the charge for such abatement amounted to \$487.50;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is W N K Partners L L C; Wissam Kassab at 3102 E 16th St, National City, CA 91950 described as follows:

APN # 558 220 06 00  
ADDRESS: 3102 E 16th St  
LEGAL DESCRIPTION: Lot 1 Tr 1748

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: August 21, 2018

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

**Certificate Of 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 )  
County of San Diego )

On August 21, 2018 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)

## SUMMARY REPORT FOR APN 558-320-21-00

03/05/18 Initial inspection was made, property was found to be in violation.

03/13/18 Mailed 30 day courtesy notice to the owner.

03/19/18 Notice returned "unclaimed".

03/22/18 Verified ownership information with County of San Diego.

04/13/18 Re-inspection was made, property was found to be in violation.

04/13/18 Posted property.

04/13/18 Mailed 10 day final notice to the owner, certified mail.

04/24/18 Final inspection was made, property was found to be in violation.

04/24/18 Certified notice returned "attempted not known".

04/25/18 Verified ownership information with County of San Diego.

05/03/18 Work order authorization signed by District Official.

05/07/18 F.P.S.I. crews abated the property.

05/10/18 The owner was mailed a bill at the contracted rates.

05/10/18 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: Casillas Jose D; Cassillas Estella V  
Address: 1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel Number: 558 320 21 00  
Date: 3/13/2018

COPY

Location of Public Nuisance: **Rachael Ave**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 3/13/2018**. **\*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.**

### **Guidelines For The Abatement of Flammable Vegetation**

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### **"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"**

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### **National City Municipal Code 9.12.010 Public Nuisance Declared--In General**

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### **National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials**

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### **National City Municipal Code 1.36.010 Public Nuisance Defined**

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### **National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing**

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*

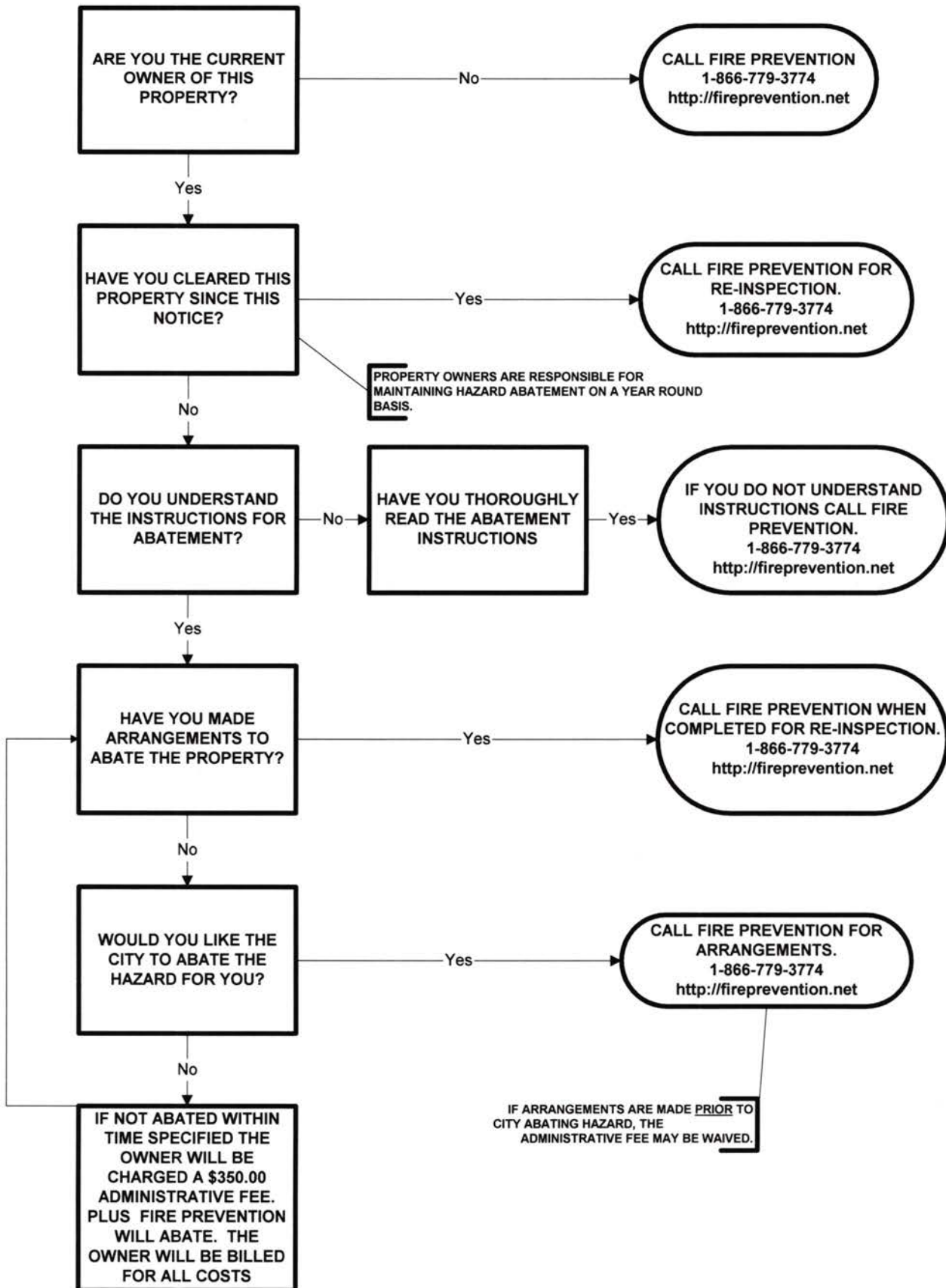
\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Casillas Jose D;Cassillas Estella V  
Address: 1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel Number: 558 320 21 00

Date: 4/13/2018

**COPY**

Location of Public Nuisance: **Rachael Ave**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 4/13/2018**. **\*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.**

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

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- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

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"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

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Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774  
Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 311 or <http://fireprevention.net>

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NMC 1.36.050)  
\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

Fire Prevention Services\*\*\*  
rev. 03/27/06, 04/24/06, 06/21/06

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

SAN DIEGO, CA 92154

Certified Mail Fee \$3.45

\$ 2.75

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restr \$0.00

Adult Signature Re 558 320 21.00

Adult Signature Re

Postage \$0.71 558 320 22 00

Total Postage and \$6.91

Sent To

Street and Apt. No.

City, State, ZIP+4®

234

City, State, ZIP+4®



NC

NC

Casillas Jose D; Cassillas Estella V  
1330 Oro Vista Rd #225  
San Diego CA 92154

736 of 1111

7015 3010 0000 9160 3981



**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

13 MAR 2018 PM 2 L



**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

Owner: Casillas Jose D Parcel Number: 5  
Address: 1330 Oro Vista Rd #225 Date: 3/13/  
San Diego, CA 92154

Location of Public Nuisance: Rachael Ave  
Instructions for Abatement: Please clear the entire property of a

NIXIE 910 DE 1 0003/17/18

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 92022172020 \*1404-00759-13-42

92154-92022-1720  
92154-317350

**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720



7015 3010 0000 9160 3981



1000



92154

U.S. POSTAGE  
PAID  
SAN DIEGO, CA  
92139  
APR 13, 18  
AMOUNT

**\$6.91**

R2304NT16983-15

**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

Owner: Casillas Jose D; Cassillas Estella V Pa  
Address: 1330 Oro Vista Rd #225 Date: 4/1/  
San Diego, CA 92154

Location of Public Nuisance: Rachael Ave  
Instructions for Abatement: Please clear the entire property of

NIXIE 911 FE 1 0004/20/18

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92022172020 \*2004-00335-13-41

92154-92022-1720  
92154-317350

737 of 1111

FIRST NOTICE 04/23/18  
SECOND NOTICE  
RETURNED

# Fire Prevention Services

P. O. Box 1720

El Cajon, CA 92022-1720

SAN DIEGO CA 920

09 MAY 2018 PM 9 L



5/10/2018

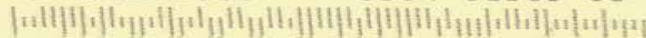
Casillas Jose D;Cassillas Estella V  
1330 Oro Vista Rd #225  
San Diego, CA 92154

NIXIE 911 7E 1 7205/13/16

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 92022172020 \*0304-08365-09-42

92022>1720236  
92154-317950





NOTICE TO  
ABATE  
PUBLIC  
NUISANCE

04/13/18 re-inspection



**04/13/18 re-inspection**

238

740 of 1111



**04/13/18 re-inspection**



**04/13/18 re-inspection**

**04/13/18 re-inspection**



**04/13/18 re-inspection**





**04/13/18 re-inspection**



**04/13/18 re-inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**

250

752 of 1111





**04/24/18 final inspection**



**04/24/18 final inspection**

252

754 of 1111



**04/24/18 final inspection**



**05/03/18 inspection**



**05/03/18 inspection**



**05/03/18 inspection**



**05/03/18 inspection**



**05/03/18 inspection**

258

760 of 1111



# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6139

Owner: Casillas Jose D;Cassillas Estella V  
Address: 1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel #558 320 21 00      Job location:Rachael Ave

Authorized by: R. DREW

Signature: [Signature]

Date: 5-3-18

**WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.**

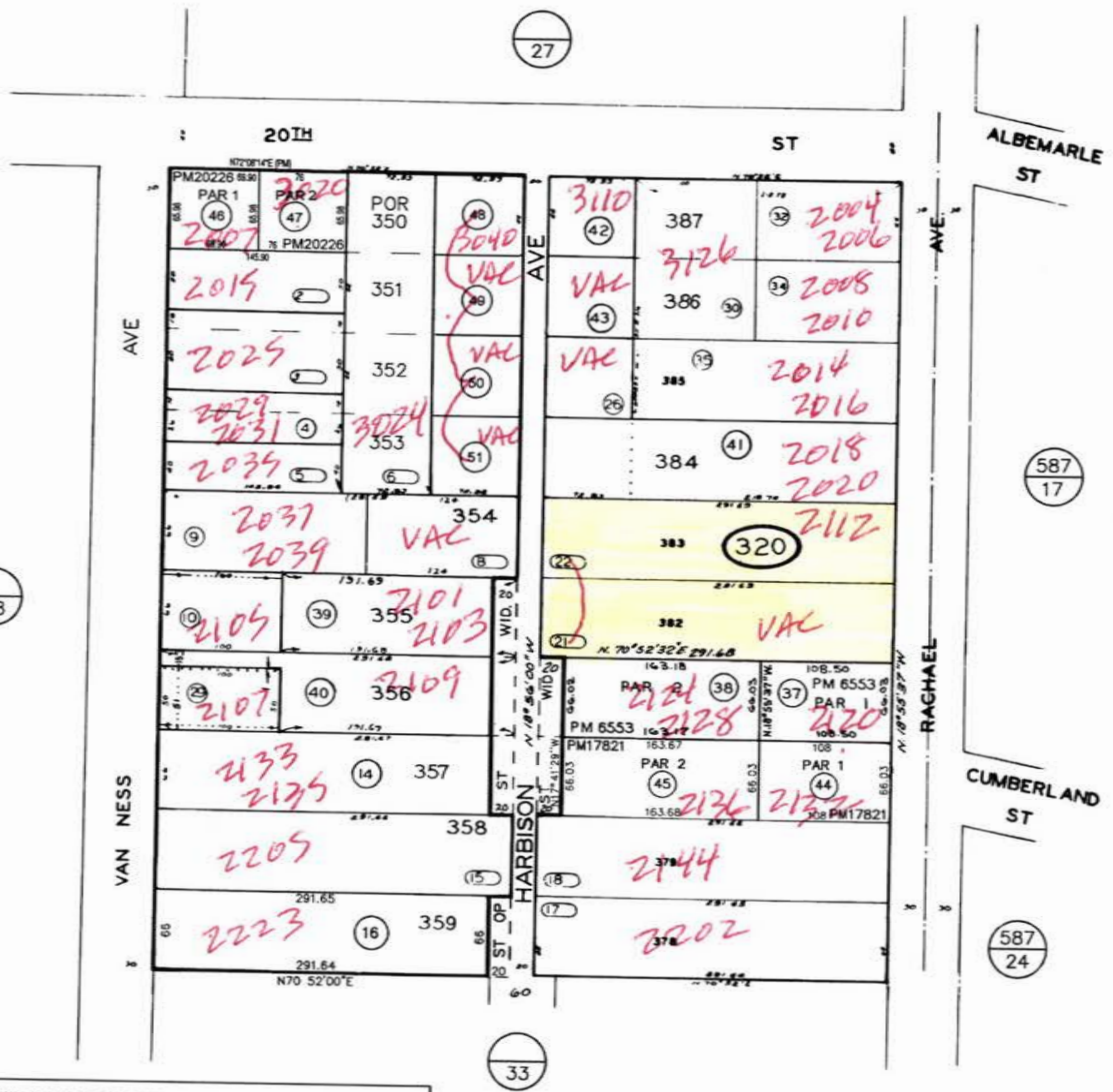
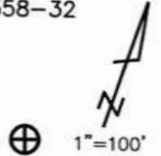
### METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	<u>18,850</u> sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

### CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: <u>HAND CREW</u>	<u>5/7/2018</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)



8/1/2007 AJR

CHANGES					
BLK	OLD	NEW	YR	CUT	
320	33	35	36	73	3137
	20	SAME	78	4846	CANC
	20	37	39	78	2764
	28	39	40	78	3121
	39	SAME	79	3478	CANC
	25	36	41	83	3333
	27	42	43	90	1555
	14	SAME	91	4641	
	19	SAME	92	4617	
	19	44	45	97	1877
	16	SAME	04	4719	
	1	46	47	08	1533
	7	48-51	08	1550	

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 558 PAGE 32

MAP 1748 - LINCOLN ACRES ANNEX NO 2

Work space for diagrams and amount of work done

Hand Sq. Ft.: 18,850

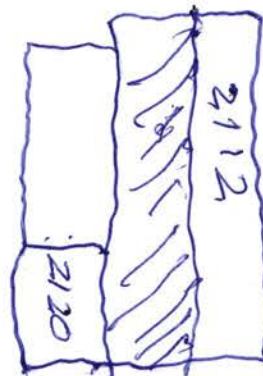
Tractor Sq. Ft.: 0

Total Removal Cu. Yds.: 0

Dump ticket: 0

Dump Charge: 0

Hand = ~~18,850~~ x 290 = 18,850  
65



RACHAEL AVE



**05/07/18 before**

262

764 of 1111



**PRIVATE  
PROPERTY**

**05/07/18 before**



**05/07/18 after**



**05/07/18 after**

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

5/10/2018

**COPY**

Casillas Jose D;Cassillas Estella V  
1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel # 558 320 21 00  
Location: Rachael Ave  
-

Dear Casillas Jose D;Cassillas Estella V,

This letter is to inform you that the **Public Nuisance** on the above referenced property was abated pursuant to a prior Notice to Abate and order of the City of National City.

Fire Prevention Services was contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement work on your property was performed as mandated by The National City Municipal Code Chapter 1.36. The charges thus far total \$2,235.00. You will incur no further costs if this amount is paid within fifteen (15) days of the date of this notice.

Failure to pay this bill may result in the filing of an abatement lien upon your property.

Please make your check payable to Fire Prevention Services and include the Parcel # 558 320 21 00 on the check.

If you have any questions please call us direct at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06



# NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	18,850 sq. ft.	\$1,885.00
-----------------------------------	--------	----------------	------------

COPY

Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X	_____ cu.yds =	_____
B. dump fees			(reimbursement of cost)	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1	\$350.00
---------------	----------	---	----------

Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
-------------------------	----------	-------	-------

Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees			(reimbursement of cost)

FILE # 6139      APN # 558-320-21-00      **TOTAL \$ 2,235.00**

**RECORDING REQUESTED BY**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2018-0194834



May 15, 2018 10:40 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 1

**AND WHEN RECORDED MAIL TO**

Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012

**NOTICE OF ABATEMENT**

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE  
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on 5/3/2018, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 5/7/2018, and


WHEREAS the charge for such abatement amounted to \$2,305.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Casillas Jose D;Cassillas Estella V at 1330 Oro Vista Rd #225, San Diego, CA 92154 described as follows:

APN # 558 320 21 00  
ADDRESS: Rachael Ave  
LEGAL DESCRIPTION: Lot 382 Tr 1748

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: May 10, 2018

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

**Certificate Of 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 )  
County of San Diego )

On May 10, 2018 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)

## SUMMARY REPORT FOR APN 558-320-22-00

03/05/18 Initial inspection was made, property was found to be in violation.

03/13/18 Mailed 30 day courtesy notice to the owner.

03/19/18 Received returned notice, "unclaimed".

03/22/18 Verified ownership information with County of San Diego.

04/13/18 Re-inspection was made, property was found to be in violation.

04/13/18 Posted property.

04/13/18 Mailed 10 day final notice to the owner, certified mail.

04/24/18 Final inspection was made, property was found to be in violation.

04/24/18 Certified notice returned "attempted not known".

04/25/18 Verified ownership information with County of San Diego.

05/03/18 Work order authorization signed by District Official.

05/07/18 F.P.S.I. crews abated the property.

05/10/18 The owner was mailed a bill at the contracted rates.

05/10/18 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: Casillas Jose D;Cassillas Estella V  
Address: 1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel Number: 558 320 22 00

Date: 3/13/2018

# COPY

Location of Public Nuisance: 2112 Rachael Ave

Instructions for Abatement: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 3/13/2018**. \*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or any condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*

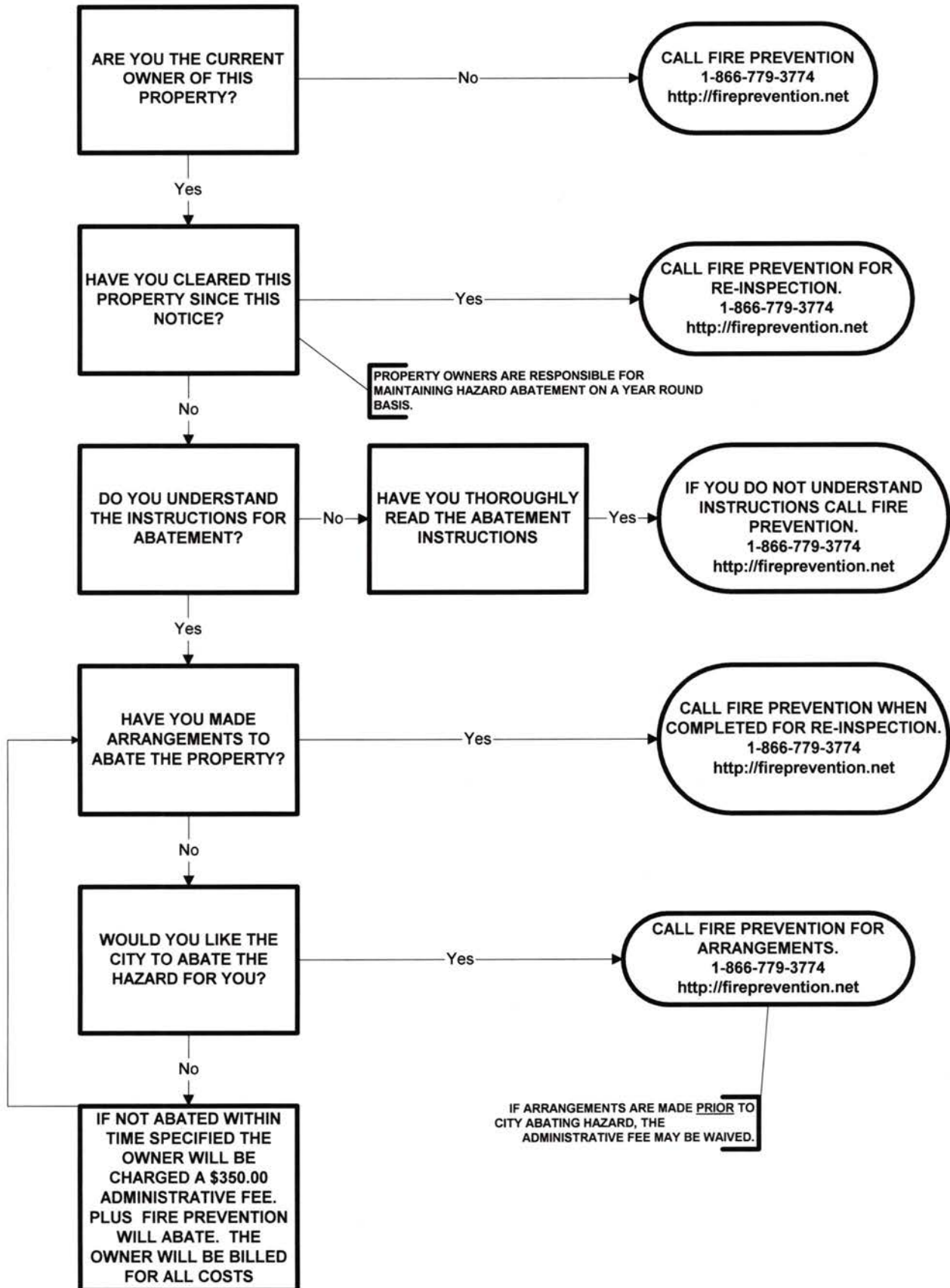
\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, 1270s under contract with the City of National City.

# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



333 E. 16th Street : National City, CA : 91950-4596

# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Casillas Jose D;Cassillas Estella V  
Address: 1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel Number: 558 320 22 00

Date: 4/13/2018

# COPY

Location of Public Nuisance: 2112 Rachael Ave

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 4/13/2018**. \*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

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- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

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- C. Weeds which are otherwise noxious or dangerous.
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"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 311 or <http://fireprevention.net>

Fire Prevention Services\*\*\*  
rev. 03/27/06, 04/24/06, 06/21/06

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)  
\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

SAN DIEGO, CA 92154

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate) \$2.75

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restr \$0.00

Adult Signature Re 558 320 21.00

Adult Signature Re

Postage \$0.71 558 320 22 00

Total Postage and \$6.91

Sent To Casillas Jose D; Cassillas Estela V  
1330 Oro Vista Rd #225

San Diego CA 92154

Street and Apt. No. 274

City, State, ZIP+4®



776 of 1111

7015 3010 0000 9160 3981



**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

13 MAR 2018 PM 2 L



**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

Owner: Casillas Jose D Parcel Number: 5  
Address: 1330 Oro Vista Rd #225 Date: 3/13/  
San Diego, CA 92154

Location of Public Nuisance: Rachael Ave  
Instructions for Abatement: Please clear the entire property of a

NIXIE 910 DE 1 0003/17/18

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 92022172020 \*1404-00759-13-42

92154-92022-1720  
92154-317350

**Fire Prevention Services**

P. O. Box 1720  
El Cajon, CA 92022-1720



7015 3010 0000 9160 3981



1000



92154

U.S. POSTAGE  
PAID  
SAN DIEGO, CA  
92139  
APR 13, 18  
AMOUNT

**\$6.91**

R2304NT16983-15

**IMPORTANT  
WEED & HAZARD  
ABATEMENT NOTICE  
INSIDE**

Owner: Casillas Jose D; Cassillas Estella V Pa  
Address: 1330 Oro Vista Rd #225 Date: 4/1/  
San Diego, CA 92154

Location of Public Nuisance: Rachael Ave  
Instructions for Abatement: Please clear the entire property of

NIXIE 911 FE 1 0004/20/18

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92022172020 \*2004-00335-13-41

92154-92022-1720  
92154-317350

777 of 1111

FIRST NOTICE 04/23/18  
SECOND NOTICE  
RETURNED

# Fire Prevention Services

P. O. Box 1720  
El Cajon, CA 92022-1720

SAN DIEGO CA 920

09 MAY 2018 PM 9 L



5/10/2018

Casillas Jose D; Cassillas Estella V  
1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel # 558 320 22 00

UTP

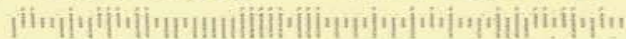
92022>1720  
92154-317350

276

NIXIE 911 FE 1 0005/13/18

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

RC: 92022172020 \*2104-06554-09-40



NOTICE TO  
ABATE  
PUBLIC  
NUISANCE

04/13/18 re-inspection

277



**04/13/18 re-inspection**



**04/13/18 re-inspection**



NOTICE TO  
ABATE  
NUISANCE

**04/13/18 re-inspection**



**04/13/18 re-inspection**



**04/13/18 re-inspection**





**04/13/18 re-inspection**



**04/13/18 re-inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**

A photograph taken through a chain-link fence. The fence is in the foreground, creating a diamond-shaped grid pattern. Behind the fence is a field of tall, dry, yellowish-brown grass or weeds. In the background, a light-colored house with several windows is visible. The overall scene appears to be a residential or agricultural area.

**04/24/18 final inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**





**04/24/18 final inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**



**04/24/18 final inspection**



**05/03/18 inspection**



**05/03/18 inspection**

A photograph of a utility site. In the foreground, there is a tall, green metal cabinet with a white top. To its right, a large cardboard box is leaning against a chain-link fence. The fence runs across the middle ground. In the background, there is a paved area, some greenery, and a sign. The ground is covered with dry, yellowish grass. The text "05/03/18 inspection" is overlaid in the lower center of the image.

**05/03/18 inspection**

**05/03/18 inspection**





**05/03/18 inspection**



**05/03/18 inspection**



**05/03/18 inspection**



**05/03/18 inspection**

**05/03/18 inspection**



**05/03/18 inspection**

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6140

Owner: Casillas Jose D;Cassillas Estella V  
Address: 1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel #558 320 22 00      Job location:2112 Rachael Ave

Authorized by: R. DREW

Signature: [Signature]

Date: 5-3-18

**WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.**

### METHOD OF CLEARING

Entire Parcel      Fire Break

Hand Cutting: 14,950 sq. ft.      Removal: \_\_\_\_\_ cu. yds.

Tractor Mowing: \_\_\_\_\_ sq. ft.      Discing: \_\_\_\_\_ sq. ft.

### CREW INFORMATION

Crew

Date

Type: HAND CREW

5/7/2018

Type: \_\_\_\_\_

\_\_\_\_\_

Type: \_\_\_\_\_

\_\_\_\_\_

Type: \_\_\_\_\_

\_\_\_\_\_

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)





Work space for diagrams and amount of work done

Hand Sq. Ft.: 14,950

Tractor Sq. Ft.: 0

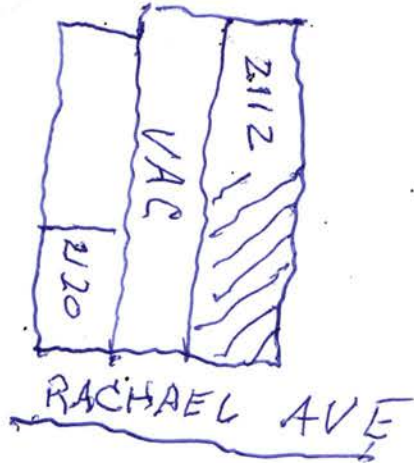
Total Removal Cu. Yds.: 0

Dump ticket: 0

Dump Charge: 0

Hand - ~~70,000~~

$$65 \times 230 = 14,950$$





05/07/18 before

308



**05/07/18 before**



**05/07/18 after**



**05/07/18 after**

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

5/10/2018

Casillas Jose D;Cassillas Estella V  
1330 Oro Vista Rd #225  
San Diego, CA 92154

Parcel # 558 320 22 00  
Location: 2112 Rachael Ave  
-

**COPY**

Dear Casillas Jose D;Cassillas Estella V,

This letter is to inform you that the **Public Nuisance** on the above referenced property was abated pursuant to a prior Notice to Abate and order of the City of National City.

Fire Prevention Services was contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement work on your property was performed as mandated by The National City Municipal Code Chapter 1.36. The charges thus far total \$1,845.00. You will incur no further costs if this amount is paid within fifteen (15) days of the date of this notice.

Failure to pay this bill may result in the filing of an abatement lien upon your property.

Please make your check payable to Fire Prevention Services and include the Parcel # 558 320 22 00 on the check.

If you have any questions please call us direct at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

# NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	14,950 sq. ft.	<u>\$1,495.00</u>
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Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

COPY

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____ cu.yds =	_____
B. dump fees (reimbursement of cost)		_____	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1 _____	<u>\$350.00</u>
---------------	----------	---------	-----------------

Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
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Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees (reimbursement of cost)		_____	_____

FILE # 6140                      APN # 558-320-22-00                      **TOTAL** \$ 1,845.00

2 RECORDING REQUESTED BY  
Fire Prevention Services, Inc.  
PO Box 2012  
1P Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2018-0194835



May 15, 2018 10:40 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

AND WHEN RECORDED MAIL TO  
Fire Prevention Services, Inc.  
NF PO Box 2012  
Alpine, CA 91903-2012

PAGES: 1

**NOTICE OF ABATEMENT**  
**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE**  
**HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on 5/3/2018, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 5/7/2018, and


WHEREAS the charge for such abatement amounted to \$1,915.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Casillas Jose D;Cassillas Estella V at 1330 Oro Vista Rd #225, San Diego, CA 92154 described as follows:

APN # 558 320 22 00  
ADDRESS: 2112 Rachael Ave  
LEGAL DESCRIPTION: Lot 383 Tr 1748

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: May 10, 2018

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

**Certificate Of 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 )  
County of San Diego )

On May 10, 2018 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)



## SUMMARY REPORT FOR APN 561-261-02-00

07/23/18 Initial inspection was made, property was found to be in violation.

08/09/18 Mailed 30 day courtesy notice to the owner.

09/10/18 Re-inspection was made, property was found to be in violation.

09/10/18 Posted property.

09/10/18 Mailed 10 day final notice to the owner, certified mail.

09/18/18 Received signed certified return receipt.

09/21/18 Final inspection was made, property was found to be in violation.

09/26/18 Verified ownership information with County of San Diego.

10/02/18 Work order authorization signed by District Official.

10/10/18 F.P.S.I. crews arrived to find the property in compliance.

10/12/18 The owner was mailed an Administrative bill at the contracted rates.

10/31/18 The owner was mailed a final bill.

11/14/18 A Notice of Abatement was filed on the property.

06/07/19 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## NOTICE TO ABATE PUBLIC NUISANCE

Owner: Rouleau Robert J & Carrie F  
Address: 2220 E 18th St      Date: 8/9/2018  
National City, CA 91950

Parcel Number: 561 261 02 00

**COPY**

Location of Public Nuisance: 2220 E 18th St

Instructions for Abatement: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 8/9/2018**. **\*\*Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.**

### Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### "NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or any condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable or free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

### National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

**\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.**

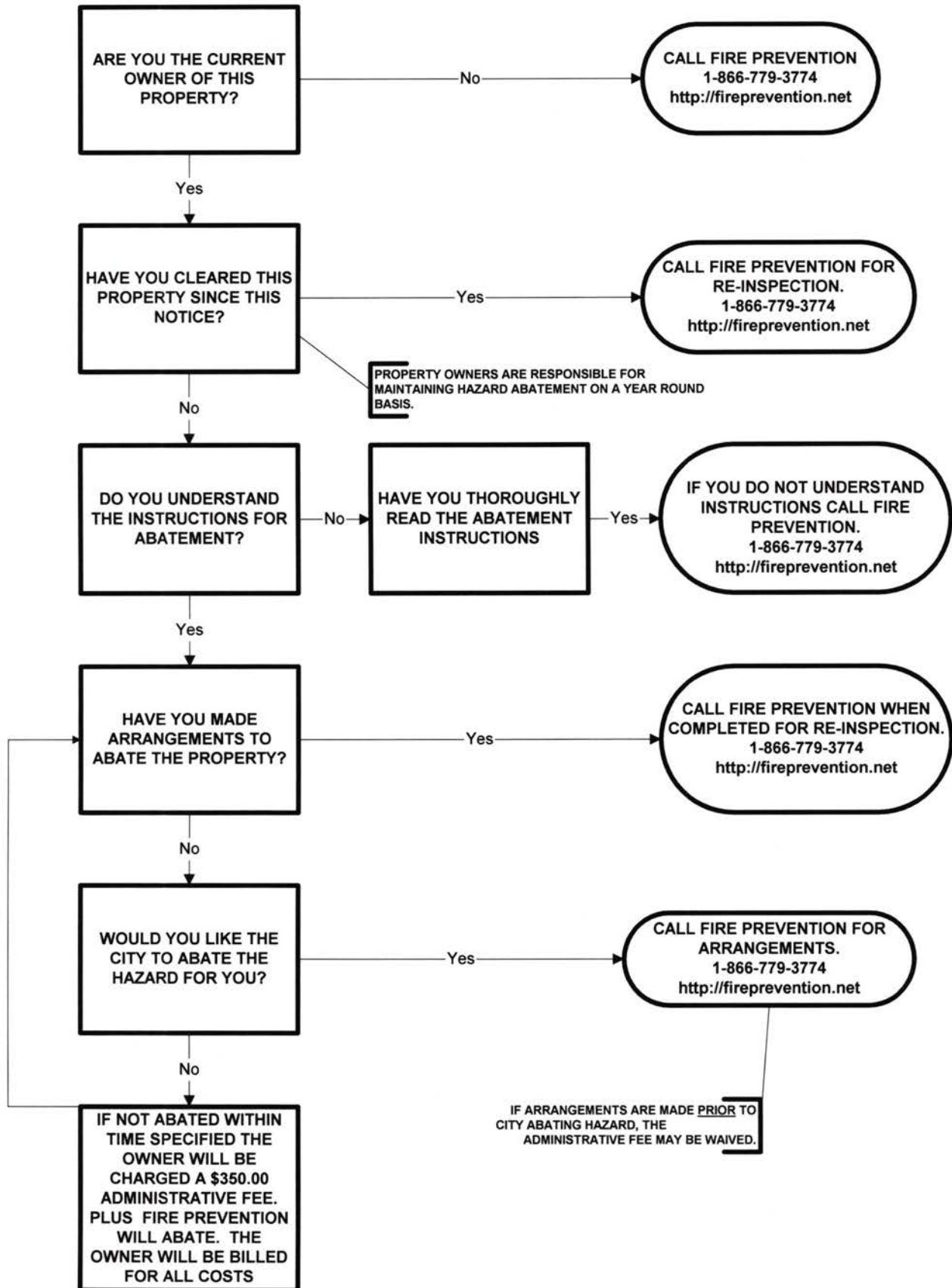
1-866-779-3774 ext. 311 or <http://fireprevention.net> The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

**\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.**

Fire Prevention Services\*\*\*

# NATIONAL CITY FIRE DEPARTMENT

## COMMON QUESTIONS AND ANSWERS



# CITY OF NATIONAL CITY

## SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>	
	A. per parcel, sized 1 to 7,500 square feet	\$250.00
	B. per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D. per parcel, sized 30,001 square feet to one acre	\$450.00
	E. Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>	
	A. per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>	
	A. hourly rate	\$150.00
	B. move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)	
	A. per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B. dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)	
	A. per parcel	\$350.00
6.	<u>Attorney Services</u>	
	A. per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)	
	A. Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>	
	A. special inspection fee	\$ 50.00
	B. abatement lien	\$ 50.00
	C. Interest on lien (apr)	10%
	D. release of abatement lien	\$ 50.00
	E. public notary	\$ 20.00
	F. File duplication fee	\$ 50.00
	G. Unscheduled Labor per man hour	\$ 50.00
	H. unscheduled fees	(reimbursement of cost)

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

## FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Rouleau Robert J & Carrie F  
Address: 2220 E 18th St                      Date: 9/10/2018  
National City, CA 91950

Parcel Number: 561 261 02 00

**COPY**

Location of Public Nuisance: 2220 E 18th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 9/10/2018**. **\*\*Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.**

### **Guidelines For The Abatement of Flammable Vegetation**

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

### **"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"**

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

### **National City Municipal Code 9.12.010 Public Nuisance Declared--In General**

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

### **National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials**

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

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- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

### **National City Municipal Code 1.36.010 Public Nuisance Defined**

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### **National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing**

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

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Si usted tienealguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 311 or <http://fireprevention.net>

\*\*You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

\*\*\*Fire Prevention Services, Inc. is under contract with the City of National City.

Fire Prevention Services\*\*\*

rev. 03/27/06, 04/24/06, 06/21/06

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

NATIONAL CITY, CA 91950

OFFICIAL USE

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.50

Total Postage

504.261 02 00

Sent To

Rouleau Robert J & Carrie F  
2220 E 18th St  
National City 320CA

Street and

City, State,



822 of 1111

7018 0360 0001 8860 4554

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1 NC  
 561 261 02 00  
 Rouleau Robert J & Carrie F  
 2220 E 18th St  
 National City CA 91950



9590 9402 3834 8032 2172 65

2 Article Number (Transfer from service label)

7018 0360 0001 8860 4554 321

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*Robert Rouleau*

Agent

Addressee

B. Received by (Printed Name)

ROBERT ROULEAU

C. Date of Delivery

D. Is delivery address different from item 1?  
 If YES, enter delivery address below:

Yes

No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation

Mail  
 Mail Restricted Delivery  
 (500)

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**09/10/18 re-inspection**





**09/10/18 re-inspection**



**09/10/18 re-inspection**



**09/10/18 re-inspection**



**09/10/18 re-inspection**



**09/10/18 re-inspection**



**09/10/18 re-inspection**



**09/10/18 re-inspection**



**09/10/18 re-inspection**





**09/10/18 re-inspection**



**09/10/18 re-inspection**



**09/10/18 re-inspection**



**09/21/18 final inspection**



**09/21/18 final inspection**



**09/21/18 final inspection**



**09/21/18 final inspection**



**09/21/18 final inspection**





**09/21/18 final inspection**



**10/02/18 inspection**



**10/02/18 inspection**

341

843 of 1111



10/02/18 inspection



**10/02/18 inspection**

343

845 of 1111



10/02/18 inspection

344

846 of 1111

# CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

## WORK ORDER AUTHORIZATION

Authorization # 6305

Owner: Rouleau Robert J & Carrie F  
Address: 2220 E 18th St  
National City, CA 91950

Parcel #561 261 02 00      Job location:2220 E 18th St

Authorized by: R. SREW

Signature: [Signature]      Date: 10-2-18

**WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.**

### METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	_____ sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

### CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____
Type: _____	_____

*ADMIN FEE ONLY*

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)







**10/10/18 crew found compliant**

347

849 of 1111

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## ADMINISTRATIVE BILL

10/12/2018

Rouleau Robert J & Carrie F  
2220 E 18th St  
National City, CA 91950

**COPY**

Parcel # 561 261 02 00  
Location: 2220 E 18th St  
-

Dear Rouleau Robert J & Carrie F,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 9/21/2018 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of 10/10/2018 this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 350 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 561 261 02 00 on the check.

If you have any questions please call us direct at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

# NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		quantity	sub total
A.	per parcel, sized 1 to 7,500 square feet	\$250.00	_____
B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____
C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____
D.	per parcel, sized 30,001 square feet to one acre	\$450.00	_____
E.	per square foot over one acre	\$00.02	_____sq. ft. _____

<u>Hand Labor</u>			
A.	per square foot of area abated	\$0.10	_____sq. Ft. _____

<u>Dozer Operation</u>			
A.	hourly rate	\$150.00	_____
B.	move-on fee	\$150.00	_____

COPY

<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A.	per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____cu.yds = _____
B.	dump fees (reimbursement of cost)		_____

<u>Administrative Fee</u> (failure to comply by deadline of notice)			
A.	per parcel	\$350.00	1 _____ <u>\$350.00</u>

<u>Attorney Services</u>			
A.	per parcel, per hour	\$200.00	_____

<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A.	cost confirmation fee, per parcel	\$275.00	_____

<u>Miscellaneous Fees Per Parcel</u>			
A.	special inspection fee	\$50.00	_____
B.	abatement lien	\$50.00	_____
C.	Interest on lien (apr)	10%	_____
D.	release of abatement lien	\$50.00	_____
E.	public notary	\$20.00	_____
F.	file duplication fee	\$50.00	_____
G.	unscheduled Labor per man hour	\$50.00	_____
H.	unscheduled fees (reimbursement of cost)		_____

FILE # 6305                      APN # 561-261-02-00                      **TOTAL** \$ 350.00

# Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(866) 779-3774 : fax (619) 445-6336

<http://fireprevention.net>

## Final Bill

10/31/2018

Rouleau Robert J & Carrie F  
2220 E 18th St  
National City, CA 91950

**COPY**

Ref: Parcel # 561 261 02 00

-

Dear Rouleau Robert J & Carrie F,

This is a reminder of the letter we sent you on 10/12/2018 and we have not received payment in the amount of \$350.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 561 261 02 00 on the check.

Should you need to discuss this matter you may contact us at **(866) 779-3774**.

Sincerely,

Fire Prevention Services, Inc.  
rev.05/19/06

2 RECORDING REQUESTED BY  
Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012  
(619) 562-1058 fax (619) 445-6336

DOC# 2018-0479701



Nov 19, 2018 09:25 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 1

10 AND WHEN RECORDED MAIL TO  
Fire Prevention Services, Inc.  
PO Box 2012  
Alpine, CA 91903-2012

NF

**NOTICE OF ABATEMENT  
TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE  
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated on 10/2/2018, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 10/10/2018, and

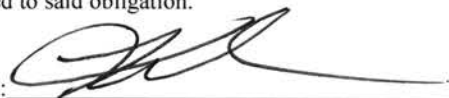
WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Rouleau Robert J & Carrie F at 2220 E 18th St, National City, CA 91950 described as follows:

APN # 561 261 02 00  
ADDRESS: 2220 E 18th St  
LEGAL DESCRIPTION: E 70 Ft Ld Daf:(Ex St Op)Lots 1&2&N13 Ft Of Lot 3 Blk 5 Tr 1140

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: November 14, 2018

BY:   
Ken Osborn, Fire Prevention Services, Inc.,  
Designee for National City Fire Department

**Certificate Of 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 )  
County of San Diego )

On November 14, 2018 before me, Angelina Michelle Byington, Notary Public, personally appeared Ken Osborn, 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.





(Seal)

**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CONFIRMING THE COSTS OF WEED ABATEMENT AND APPROVING THE REPORT AND ACCOUNT FOR SUCH, AFTER HAVING CONSIDERED ANY OBJECTIONS OR PROTESTS REGARDING THE FOLLOWING WEED ABATED PROPERTIES IN NATIONAL CITY: PARCEL NUMBERS 554 220 44 00, 2113 E 4TH ST.; 556 104 18 00, 333 NATIONAL CITY BLVD.; 556 417 07 00, 731 K AVE.; 556 474 17 00, 343 E PLAZA BLVD.; 556 552 03 00, 1025 C AVE.; 558 220 06 00, 3102 E 16TH ST.; 558 320 21 00, RACHAEL AVE.; 558 320 22 00, 2112 RACHAEL AVE.; 561 261 02 00, 2220 E 18TH ST., PURSUANT TO NATIONAL CITY MUNICIPAL CODE CHAPTERS 1.36 (ABATEMENT OF PUBLIC NUISANCES) AND 9.12 (ABATEMENT OF WEEDS AND OTHER FIRE HAZARDS)**

WHEREAS, pursuant to National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and other Fire Hazards), when the City Manager, his designee, or the department director causes a public nuisance to be abated, the City Manager, his designee, or the department director shall prepare a report describing the work performed, an itemized account of the total abatement costs, including the names and addresses of the responsible person for each parcel, and the tax assessor's parcel number (the "Report and Account"); and

WHEREAS, the Director of Emergency Services filed with the City Clerk the Report and Account for weed abatement work done pursuant to National City Municipal Code Chapters 1.36 and 9.12; and

WHEREAS, the City Clerk has given notice of the filing of the Report and Account and of the time for a public hearing by the City Council pursuant to National City Municipal Code Section 1.36.090, and if the notice was served by posting a copy of the notice, an affidavit of posting such notice has been made and is on file in the office of the City Clerk; and

WHEREAS, on June 18, 2019, the City Council held a public hearing at which the Report and Account, and all written appeals, protests, or objections, if any, were duly presented, read, and considered, and all persons desiring to be heard thereon were heard, and the City Council gave all persons present an opportunity to be heard with respect to any matter relating to the work, to any act or determination of the Director of Emergency Services, or to any other concern relating to the work or the costs or the proceedings; and

WHEREAS, all persons desiring to be heard have been heard or allowed to submit written comments to the City Council.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City, in accordance with National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and Other Fire Hazards), does hereby find, resolve, determine, and order as follows:

1. That public hearing has been duly held;
2. That each and every step of the proceeding prior to and including the public hearing has been duly and regularly taken;

**Resolution 2019 –**  
Page Two

3. That the City Council is satisfied with the Report and Account, the proceedings and all matters relating thereto, and all protests, objections, or appeals are overruled and denied;
4. That the City Council approves the Report and Account, attached hereto as Exhibit “A”; and
5. That the City Clerk is directed to file with the County Auditor of the County of San Diego, a certified copy of this Resolution.

**PASSED AND ADOPTED this 18<sup>th</sup> day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

EXHIBIT "A"

City of National City  
Weed Abatement Program

Fixed Charge Special Assessments

Parcel	Assmed Am	Site Address	Owner	Mail Address	City	St	Zip
554 220 44 00	\$1,010.12	2113 E 4th St	Cruz Fidela Q	2113 E 4th St	National City	CA	91950
556 104 18 00	\$883.34	333 National City Blvd	Kennedy Family Trust	3928 Palm Dr	Bonita	CA	91902
556 417 07 00	\$865.48	731 K Ave	Becwell LLC	1717 Bella Laguna Ct	Encinitas	CA	92024
556 474 17 00	\$873.24	343 E Plaza Blvd	Sanders Andrew/Abbasov Kazem	343 E Plaza Blvd	National City	CA	91950
556 552 03 00	\$877.68	1025 C Ave	Winslow Alma G	Po Box 56800	Hayward	CA	94545
558 220 06 00	\$967.40	3102 E 16th St	W N K Partners L L C; Wissam Kassab	3102 E 16th St	National City	CA	91950
558 320 21 00	\$3,113.18	Rachael Ave	Casillas Jose D;Cassillas Estella V	1330 Oro Vista Rd #225	San Diego	CA	92154
558 320 22 00	\$2,656.14	2112 Rachael Ave	Casillas Jose D;Cassillas Estella V	1330 Oro Vista Rd #225	San Diego	CA	92154
561 261 02 00	\$879.48	2220 E 18th St	Rouleau Robert J & Carrie F	2220 E 18th St	National City	CA	91950
Total Parcels:	9						
Total Assess:	\$12,126.06						



The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City accepting the National City 2019/2020 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2019-20 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.


**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

A Public Hearing and Adoption of a Resolution of the City Council of the City of National City accepting the National City 2019/2020 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2019-20 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor.

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil 

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Hold public hearing and adopt Resolution to accept the National City 2019/2020 Tax Roll Sewer Service Fees report.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Report – National City 2019/2020 Tax Roll Sewer Service Fees by Parcel Number for FY 2019-20 (on file at Office of the City Clerk Office)
3. Resolution

**Explanation:**

The City of National City provides sewer services to about 9,000 customers. A Public Hearing is required annually for the preparation and approval of the sewer tax roll. Sewer service charges are collected annually concurrently with property taxes. Collecting sewer service charges through the tax roll avoids a separate and costly billing process. The charges described in this report have been previously approved by the City Council.

This is a request to conduct a Public Hearing on the National City tax roll report, and to subsequently adopt a resolution approving collection of sewer service charges on the tax roll, as authorized by the Uniform Sewer Ordinance and County Water Service Ordinance.

The Public Hearing is to consider adoption of the report, which identifies by parcel number, each parcel of real property receiving sewer services, and the amount of sewer charges for each parcel for FY 2019-20 as required by the California Health and Safety Code Section 5473, et seq., pertaining to collection of sewer charges on the tax roll. Said report is on file with the Office of the City Clerk. The Notice of Public Hearing was published by the City Clerk's Office in accordance with Government Code Section 66017, on the dates of May 31, 2019 and June 7, 2019.

Pursuant to Ordinance No. 2017-2442, adopted by City Council on December 5, 2017, the City Council adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment increases, and elected to have sewer service charges collected on the tax roll, as provided by California Health and Safety Code Section 5473 et seq.

The City of National City sewer services fees for residential customers are monthly flat rates based on water consumption for domestic users. For commercial and industrial customers, the charges are variable and based on annual water consumption and the strength of the sewage they generate (low, medium or high). The following table summarizes the five-year rate plan adopted by City Council on December 5, 2017.

## National City Sewer Services Rates for FY 19-23

Residential Flat Rates (per month)	FY 2019 Monthly	FY2020 Monthly	FY 2021 Monthly	FY 2022 Monthly	FY 2023 Monthly
Single Family Residence	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-Family Residence	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22

### Commercial Variables Rates (per HCF)

Suspended Solids/BOD Strength Category	Suspended Solids/BOD Strength	FY 2019	FY2020	FY 2021	FY 2022	FY2023
Commercial - Low	< 200 PPM	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium Low	201 to 280 PPM	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
Commercial - Medium	281 to 420 PPM	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium High	421 to 600 PPM	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	> 600 PPM	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

**RESOLUTION NO. 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE NATIONAL CITY 2019/2020 TAX ROLL SEWER SERVICE FEES REPORT, WHICH IDENTIFIES BY PARCEL NUMBER, EACH PARCEL OF REAL PROPERTY RECEIVING SEWER SERVICES AND THE AMOUNT OF SEWER CHARGES FOR EACH PARCEL FOR FY 2019-20 AS REQUIRED BY THE CALIFORNIA HEALTH AND SAFETY CODE SECTION 5473, ET SEQ., PERTAINING TO COLLECTION OF SEWER CHARGES ON THE TAX ROLL, DIRECTING THE CITY CLERK TO FILE THE REPORT WITH THE SAN DIEGO COUNTY AUDITOR, AND DIRECTING THE CITY ENGINEER TO FILE A CERTIFICATION OF THE SEWER SERVICE CHARGES WITH THE SAN DIEGO COUNTY AUDITOR**

WHEREAS, pursuant to Ordinance No. 2003-2225, which added section 14.04.075 to the National City Municipal Code, the City Council elected to have sewer service charges collected on the tax roll, as authorized by California Health and Safety Code Section 5473, et seq.; and

WHEREAS, California Health and Safety Code Section 5473 requires a written report to be prepared each year and filed with the City Clerk, and the report shall contain a description of each parcel of real property receiving sewer service and the amount of the sewer service charges for each parcel for the year (the "Report"); and

WHEREAS, California Health and Safety Code Section 5473.2 requires that the City hold a public hearing where the City Council will hear and consider all objections or protests, if any, to the Report; and

WHEREAS, if the City Council finds that a protest is made by the owners of a majority of separate parcels of property described in the Report, then the Report shall not be adopted and the charges shall be collected separately from the tax roll and shall not constitute a lien against any parcel or parcels of land; and

WHEREAS, upon conclusion of the public hearing, the City Council may adopt, revise, change, reduce or modify any charge, or overrule any or all objections and shall make its determination upon each charge as described in the Report; and

WHEREAS, California Health and Safety Code Section 5473.4 provides that on or before August 11th of each year, the City Clerk shall file a copy of the Report with the San Diego County Auditor with a statement endorsed on the Report over the City Clerk's signature that the Report has been adopted by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** that on June 18, 2019, the City Council held a public hearing where the City Council heard and considered all objections or protests, if any, to the Report.

**BE IT FURTHER RESOLVED** that the City Council finds that a protest has not been made by the owners of a majority of separate parcels of property described in the Report.

**Resolution No. 2019 -**  
Page Two

**BE IT FURTHER RESOLVED** that the City Council overrules any and all objections to the Report.

**BE IT FURTHER RESOLVED** that the City Council adopts the Report required by California Health and Safety Code Section 5473, et seq., for Fiscal Year 2019-2020, and directs the City Clerk to keep the Report on file in his office.

**BE IT FURTHER RESOLVED** that the City Council directs the City Clerk to file a copy of the Report with the San Diego County Auditor with a statement that the Report has been adopted by the City Council.

**BE IT FURTHER RESOLVED** that the City Council directs the City Engineer to file a certification of the City of National City sewer service charges with the San Diego County Auditor.

**PASSED and ADOPTED this 18<sup>th</sup> day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Title 13, Section 13.28.080 "Signs exempt from the permit requirement" of the National City Municipal Code to exempt the San Diego Metropolitan Transit System \(MTS\) from the City's permit requirements to mount, install, or display signs in the form of advertisements on MTS bus stop benches and shelters located at bus loading zones within the City public right of way. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Public Hearing and adoption of an Ordinance of the City Council of the City of National City amending Title 13, Section 13.28.080 "Signs exempt from the permit requirement" of the National City Municipal Code to exempt the San Diego Metropolitan Transit System (MTS) from the City's permit requirements to mount, install, or display signs in the form of advertisements on MTS bus stop benches and shelters located at bus loading zones within the City public right of way.

**PREPARED BY:** Luca Zappiello, Assistant Engineer - Civil

**DEPARTMENT:** Engineering and Public Works

**PHONE:** 619-336-4360

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Provide second reading and adopt Ordinance amending Title 13, Section 13.28.080 "Signs exempt from the permit requirement" of the National City Municipal Code.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Proposed amendment to Title 13, Section 13.28.080 (strikeout version)
3. Ordinance



## Explanation

The San Diego Metropolitan Transit System (MTS) is the statutorily designated public transit provider for the portion of San Diego County that includes the City of National City (City). MTS and the City are authorized by Public Utilities Code section 120268 to enter into cooperative agreements to establish uniform policies and procedures governing the use of bus passenger loading zones and establishing responsibility and standards for the maintenance of bus loading zones and any associated improvements.

MTS has a third-party contract to mount, install, or display signs in the form of advertisements on MTS bus stop benches and shelters, located at bus loading zones within the City public right of way. The new benches and shelters are funded by the revenue generated from the advertisements. These bus stop amenities provide a valuable public benefit to National City residents and visitors.

Title 13, Section 13.28.080 of the National City Municipal Code (NCMC) currently provides exceptions to the City's permit requirements to mount, install, or display signs on City property. However, these exceptions do not apply to Governmental Agencies such as MTS. In order to allow MTS to continue providing benches and shelters funded through advertisement revenues at bus loading zones in National City, staff recommends that the City Council amend Title 13, Section 13.28.080, to exempt MTS from the City's permit requirements to mount, install, or display signs in the form of advertisements on MTS bus stop benches and shelters. The exemption would require execution of an agreement or memorandum of understanding with the City to govern the types of advertisements, design criteria, and maintenance responsibilities.

On June 4, 2019 the City Council held a public hearing and introduction of the Ordinance. The City Council did not direct any changes to the proposed Ordinance recommended by City staff.

## 13.28.080 - Signs exempt from the permit requirement.

The signs described in this section may be mounted, installed, or displayed on city property without a permit, but remain subject to all other applicable laws, rules, regulations, and policies.

- A. Government Signs. Signs posted by the city on city property to express its own message(s) to the public; traffic control and traffic directional signs erected by the city or another governmental entity in fulfillment of their official duties; official notices required or authorized by law or court order; signs placed in furtherance of the city's governmental functions.
- B. Picketing in Traditional Public Forum Areas. The personal carrying of signs or "picketing," displaying constitutionally protected noncommercial speech messages, is allowed in traditional public forum areas, except in the roadway when it is open to normal vehicular traffic; picketers may not interfere with public ingress or egress or free use of sidewalks or public right-of-way. All picket signs must be worn on the person, hand held, or personally attended at all times, and may not exceed a cumulative total of six square feet. (In the case of double-sided signs, only one side counts toward the area total; if two sides are not equal in size, then the larger shall be used to calculate sign size.) For safety reasons, picketing is allowed only from 7:00 a.m. until 10:00 p.m.; however, on evenings when there is a public hearing at City Hall, picketing may continue until thirty minutes after the meeting for such hearing has closed. This subsection does not authorize the display of commercial messages on city property, nor does it authorize the posting of inanimate signs on city property, regardless of message type. This section does not apply to personally held signs displayed inside city buildings.
- C. San Diego Metropolitan Transit System ("MTS") Bus Benches and Shelters. Signs, including but not limited to advertisements, posted by MTS on city property, including but not limited to bus benches and shelters, where MTS executes an agreement with the city for placement of such signs on city property.

(Ord. No. 2012-2373, 7-17-2012)

ORDINANCE NO. 2019 –

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AMENDING SECTION 13.28.080 OF THE NATIONAL CITY MUNICIPAL CODE  
PERTAINING TO SIGNS EXEMPT FROM PERMIT REQUIREMENTS**

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, the San Diego Metropolitan Transit System (“MTS”) is the statutorily designated public transit provider for the portion of San Diego County that includes the City of National City (the “City”), as set forth in Public Utilities Code section 120000, *et seq.*; and

WHEREAS, MTS and the City are authorized by Public Utilities Code section 120268 to enter into cooperative agreements to establish uniform policies and procedures governing the use of bus passenger loading zones and establishing responsibility and standards for the maintenance of bus loading zones and any associated improvements; and

WHEREAS, MTS wishes to contract a third-party to install, maintain and place signs, in the form of advertisements, at bus loading zones and other transit shelters within the City; and

WHEREAS, the revenue generated from the MTS advertising contracts is intended to fund the purchase of new transit shelters and benches, as well as to fund continued transit services within MTS’s jurisdiction, including the City; and

WHEREAS, Section 13.28.080 currently provides exceptions to the City’s permit requirements to mount, install, or display signs on City property; and

WHEREAS, the City desires to exempt MTS from obtaining permits for placing such advertising signs on City property because MTS maintains and enforces its own policy regarding placement, content, and removal of advertising; and

WHEREAS, the City further desires to exempt MTS from obtaining permits for placing advertising signs on City property because the City will, concurrent with this ordinance, execute an agreement with MTS to locate such signs on City property.

**NOW, THEREFORE**, the City Council of the City of National City does ordain as follows:

**SECTION 1.** Section 13.28.080 of the National City Municipal Code is hereby amended to read as follows:

**Section 13.28.080. Signs exempt from the permit requirement.**

The signs described in this section may be mounted, installed, or displayed on city property without a permit, but remain subject to all other applicable laws, rules, regulations, and policies.

A. Government Signs. Signs posted by the city on city property to express its own message(s) to the public; traffic control and traffic directional signs erected by the city or another governmental entity in fulfillment of their official duties; official notices required or authorized by law or court order; signs placed in furtherance of the city’s governmental functions.

B. Picketing in Traditional Public Forum Areas. The personal carrying of signs or “picketing,” displaying constitutionally protected noncommercial speech messages, is allowed in traditional public forum areas, except in the roadway when it is open to normal vehicular traffic; picketers may not interfere with public ingress or egress or free use of sidewalks or public right-of-way. All picket signs must be worn on the person, hand held, or personally attended at all times, and may not exceed a cumulative total of six square feet. (In the case of double-sided signs, only one side counts toward the area total; if two sides are not equal in size, then the larger shall be used to calculate sign size.) For safety reasons, picketing is allowed only from 7:00 a.m. until 10:00 p.m.; however, on evenings when there is a public hearing at City Hall, picketing may continue until thirty minutes after the meeting for such hearing has closed. This subsection does not authorize the display of commercial messages on city property, nor does it authorize the posting of inanimate signs on city property, regardless of message type. This section does not apply to personally held signs displayed inside city buildings.

C. San Diego Metropolitan Transit System (“MTS”) Bus Benches and Shelters. Signs, including but not limited to advertisements, posted by MTS on city property, including but not limited to bus benches and shelters, where MTS executes an agreement with the city for placement of such signs on city property.

**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 proposed action is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) - general rule; the project is not considered a project under CEQA as there is no possibility that the activity raised by this Ordinance may have a significant impact on the environment; by this Ordinance, the City is exempting MTS from the permit requirements for placing signs on bus shelters provided that MTS executes an agreement with the City.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, making a Finding of No Significant Environmental Effect for the annexation of 2311 and 2305 Sweetwater Road; General Plan Amendment and Zone Change for the rezoning of said properties, in addition to 3320, 3330, 3336 Orange Street, in order to construct a 5,500 square-foot commercial center; and a Conditional Use Permit for a drive-through business and authorizing the filing of a Notice of Determination. \(Applicant: Muraoka Enterprises, Inc.\) \(Case File No. 2017-13 IS\) \(Planning\) \\*\\*Companion Items #29, #30, #31\\*\\*](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, making a Finding of No Significant Environmental Effect for the annexation of 2311 and 2305 Sweetwater Road; General Plan Amendment and Zone Change for the rezoning of said properties, in addition to 3320, 3330, 3336 Orange Street, in order to construct a 5,500 square-foot commercial center; and a Conditional Use Permit for a drive-through business and authorizing the filing of a Notice of Determination. (Applicant: Muraoka Enterprises, Inc.) (Case File No. 2017-13 IS)

**PREPARED BY:** Martin Reeder, AICP

*MR*

**DEPARTMENT:** Planning Division.

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

The applicant is proposing to rezone and redevelop five single-family-zoned lots in order to construct a 5,500 square-foot commercial center with a drive-through business. In order to build this type of project, the existing single-family zoning needs to be changed to a mixed-use land use and zone designation.

All discretionary projects require compliance with the California Environmental Quality Act (CEQA), analysis of which is contained in the attached background report. Staff recommends that the City Council certify the attached Negative Declaration (ND) for the 5,500 square-foot commercial project. Analysis of the General Plan Amendment, Zone Change, and Conditional Use Permit are contained in separate reports.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_

**Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

Negative Declaration (ND)

**ORDINANCE:** INTRODUCTION:

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission recommendation.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended certification of the ND.

Vote: Ayes – Baca, DelaPaz, Flores, Garcia, Natividad, Sendt

Noes: Yamane

**ATTACHMENTS:**

1. Background Report
2. CEQA Checklist
3. Recommended Findings
4. Resolution

## BACKGROUND REPORT

### Executive Summary

The applicant is proposing to rezone and redevelop five single-family-zoned lots in order to construct a 5,500 square-foot commercial center with a drive-through business. Renderings for the project show a Starbucks coffee shop. In order to do so, the existing single-family zoning needs to be changed to mixed-use. Two of the properties are in the County of San Diego and would be annexed as part of this application. This type of change requires a General Plan Amendment to change the land use from Low-Medium Density Residential to Major Mixed-Use, and a Zone Change from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2). All discretionary projects require compliance with the California Environmental Quality Act (CEQA), analysis of which is contained in this background report.

### Environmental Analysis

Impacts related to conversion of residential to commercial (mixed-use) zoning usually focus on noise, traffic, aesthetic, and neighborhood impacts. Noise and traffic are discussed above and were not noted to have any impacts. In the case of aesthetics, the proposed building would only be one story high, which would typically be lower than a single-family residence with a pitched roof. Because the design is conditioned to what has been proposed, no aesthetic impacts affecting neighboring residential properties are expected. Furthermore, because the properties are at the periphery of the nearby neighborhood and because almost all traffic will be entering from and exiting to Sweetwater Road, no other neighborhood impacts are expected. However, in order to analyze any potential impacts resulting from the development, a CEQA checklist (Initial Study) was prepared.

Based on the analyses presented in the attached CEQA checklist, it is concluded that the project: (a) would not have the potential to degrade the quality of the environment, impact the habitat of a fish or wildlife species, cause fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory; (b) would not have impacts that are individually limited, but cumulatively considerable; and, (c) would not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly. No significant impacts to the environment, as a result of this project, have been identified. Approval of the project is not expected to have any significant impacts, either long-term or short-term, nor will it cause substantial adverse effects on human beings; either directly or indirectly. As such, it is expected that project implementation would have no impact with respect to these mandatory findings of significance. Because no mitigation is required, the CEQA document converts to a Negative Declaration (ND).

The City established a 20-day public review and comment period from April 29, 2019 to May 20, 2019. During this period, the CEQA checklist (Initial Study or "IS") was available for review. A Notice of Intent (NOI) for the ND was posted in three locations at City Hall and at the National City Public Library.

#### ND analysis

In the CEQA checklist, there are four possible impacts: "Potentially Significant Impact", "Less Than Significant w/ Mitigation Incorporation", "Less Than Significant Impact", and "No Impact". 17 of the 18 sections on the checklist had checkmarks for "No Impact". The remaining section (Greenhouse Gas Emissions) had a checkmark for "Less Than Significant Impact".

Greenhouse Gas Emissions (GHG) –The project's GHG emissions would occur over the short construction duration, and would consist primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related new vehicular trips and indirect source emissions, such as energy usage. The existing density in the area would allow up to 12 residential units (including accessory dwelling units), which could be expected to generate 130 average daily trips (ADT). The project, as proposed, would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project would therefore be reasonably expected to generate 621 additional ADT. This amount does not trigger any threshold for a focused traffic study or traffic impact analysis. As such, although the project would contribute to airborne pollutants, this project will have a less than significant impact on air quality.

#### Planning Commission

The Planning Commission held a public hearing on this item at their meeting of June 3, 2019. Commissioners asked questions related to potential tenants, public notice, traffic and pedestrian circulation, architecture and landscaping, and business operations. Three community members spoke with concerns over traffic and existing pedestrian safety issues at this location. The Commission ultimately voted to recommend approval of the project to the City Council, including certification of the Negative Declaration.

#### Comments

The NOI elicited comments from LAFCO and the County of San Diego. Comments were related to specific verbiage to be included in the IS (LAFCO) and pre-construction requirements (County of San Diego). In addition, while they had no formal comments, Sweetwater Authority stated the need for consultation during the design review process due to water facilities in the vicinity of, or within, the project area. No other comments were received. County and Sweetwater Authority comments are included as conditions of approval on the Conditional Use Permit.



### Options

The options with regard to the environmental clearance for this project are either to certify the ND based on the attached findings or to file the report. In the latter case, the ND would not be certified and the associated General Plan Amendment, Zone Change, and Conditional Use Permit would not be approved. Staff is in support of the application and certification of the ND. In addition, the Planning Commission recommended certification of the ND as part of their recommendation to approve the project.

# CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) INITIAL STUDY CHECKLIST

CITY OF NATIONAL CITY  
Planning Department  
1243 National City Boulevard  
National City, CA 91950

**1. PROJECT TITLE/PROJECT #:** 2017-13 GPA, ZC, CUP, ANNEX - General Plan Amendment and Zone Change for the rezoning of property at located at 3320, 3330, 3336 Orange Street (City of National City) and 2311 and 2305 Sweetwater Road.(County of San Diego), annexation for the properties at 2311 and 2305 Sweetwater Road into the City, in order to construct a 5,500 square-foot commercial strip center, and Conditional Use Permit for a drive-through coffee shop.

**2. LEAD AGENCY:** City of National City  
Planning Department  
1243 National City Boulevard  
National City, CA 91950

**Contact:** Martin Reeder, AICP – Principal Planner  
**Phone:** (619) 336-4313

**3. PROJECT LOCATION:** North side of Sweetwater Road between Orange Street and Olive Street, National City, CA 91950

**4. PROJECT PROPONENT:** Muraoka Enterprises, Inc.t

**5. ZONING DESIGNATION:** Small Lot Residential (RS-2) – City of National City and pre-zone (RS-2) – County of San Diego properties

**6. PROJECT DESCRIPTION:** The applicant wishes to amend the General Plan land use designation to change the subject property from Low-Medium Density Residential (and pre-zone for the County of San Diego properties) to Major Mixed-Use, and to change the zoning designation from RS-2 (Small Lot Residential) and pre-zone RS-2 to MXD-2 (Major Mixed-Use District) and pre-zone (MXD-2) in order to develop a 5,500 square-foot commercial strip center including a drive-through coffee shop. The coffee shop would be 1,500 square feet in size with the remaining 4,000 square feet being specialty retail. Once the rezoning is in place, the two properties at 2311 and 2305 Sweetwater Road are proposed to be annexed into the City of National City. In addition, the National City Municipal Code requires a Condition Use Permit (CUP) for drive-through businesses. Local Agency Formation Commission (LAFCO) approval will be required for the proposed annexation to the City.

**7. SURROUNDING LAND USES AND SETTING:** The project site is comprised of five separate parcels located at 3320, 3330, and 3336 Orange Street in National City, along with 2311 and 2305 Sweetwater Road, which are located in the County of San Diego. The parcels are contiguous to one

another and form the end of the block fronting on Sweetwater Road between Olive Street and Orange Street. The affected territory is within the National City sphere of influence.

The City properties are zoned Small Lot Residential (RS-2) and the County properties are pre-zoned as RS-2. All of the properties are considered *Low-Medium Density Residential* on the General Plan Land Use map. The whole project area is approximately 34,000 square feet in size, or roughly 0.8 acres, and is undeveloped, with the exception of 2305 Sweetwater Road, which is developed with a single-family residence. The lots located at 3320 Orange Street and 2311 Sweetwater Road were previously developed with single-family residences since demolished.

**8. OTHER AGENCIES WHOSE APPROVAL MAY BE REQUIRED (AND PERMITS NEEDED):** San Diego Local Agency Formation Committee (LAFCO), County of San Diego.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or is "Potentially Significant Unless Mitigated," as indicated by the checklist on the following pages.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Aesthetics               | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources     | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology / Soils                    |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials      | <input type="checkbox"/> Hydrology / Water Quality          |
| <input type="checkbox"/> Land Use / Planning      | <input type="checkbox"/> Mineral Resources                  | <input type="checkbox"/> Noise                              |
| <input type="checkbox"/> Population / Housing     | <input type="checkbox"/> Public Services                    | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Transportation / Traffic | <input type="checkbox"/> Utilities / Service Systems        | <input type="checkbox"/> Mandatory Findings of Significance |

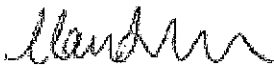
**DETERMINATION:**

(To be completed by the Lead Agency)  
On the basis of this Initial Evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

I find that the proposed project **MAY** have a significant effect(s) on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “potentially significant impact” or is “potentially significant unless mitigated.” An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effect that remains to be addressed.



Signature  	Date  May 22, 2019
Printed Name: Martin Reeder, AICP	Title: Principal Planner

**EVALUATION OF ENVIRONMENTAL IMPACTS:**

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to the project. A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards.
2. All answers must take account of the whole action involved. Answers should address off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less than Significant w/ Mitigation Incorporated” applied where the incorporation of a mitigation measure has reduced an effect from “Potentially Significant Impact” to “Less than Significant Impact”. The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). References to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whichever format is selected.

9. The explanation of each issue should identify:
- The significance criteria or threshold, if any, used to evaluate each question; and
  - The mitigation measure identified, if any, to reduce the impact to less than significance.

### ISSUES with Supporting Documentation & Sources

**I – AESTHETICS** - Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Substantially degrade the existing visual character or quality of the site and its surroundings? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime Views in the area? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The project site is a flat vacant lot in a disturbed state. One lot is developed with a single-family residence, with two lots having had previous single-family residences since demolished. The pad foundations for the two previous homes are still located on site. The remaining lots have historically been unpaved and used for recreation and personal vehicle parking. The property is surrounded by existing urban development, including single-family residences, a duplex, a six-unit apartment, and a 7-Eleven respectively. Uses beyond the 7-Eleven to the east along Sweetwater Road are also commercial in nature. There are no land uses to the west and south except for mostly landscaped areas around the Interstate 805/State Route 54 interchange, which is higher than the project site. There are no scenic vistas or resources in the area that would be affected by the project. The existing visual character is low due to the existing mixed residential and commercial development uses nearby, as well as the freeway interchange. The design of the development would include compliance with all lighting design standards in the Municipal Code, which will ensure no light or glare impacts on adjacent properties.

**II – AGRICULTURE AND FORESTRY RESOURCES**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation & Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

Would the project:

- |  |                          |                          |                          |          |
|--|--------------------------|--------------------------|--------------------------|----------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (Sources: 1, 2, 3, 7) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |

The City of National City does not contain farmland or agricultural resources, forest land, nor any land zoned for agricultural use. In addition, the properties in the County of San Diego are not designated for farming, agriculture, or forestry. Although the County RU (Residential Urban) zoning designation does allow such uses with the issuance of a Minor Use Permit, no such uses or permits are in place, or Williamson Act contracts entered into, for the two County of San Diego properties. As such, approval of this project will have no impact on such lands or resources.

**III – AIR QUALITY**

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (Sources: 1, 2, 3, 4,7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Expose sensitive receptors to substantial pollutant concentrations? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Create objectionable odors affecting a substantial number of people? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The City does not have any applicable air quality plan or standards that would apply in this case. Air quality is under the purview of the San Diego County Air Pollution Control District. The County of San Diego and National City are in attainment for all California Clean Air Act (CCAA) pollutants with the exception of ozone. Approval of this project will not conflict with or obstruct the implementation of the San Diego County Regional Air Quality Strategy (RAQS) to manage air quality in our region. The existing density in the area would allow up to 13 residential units (including accessory dwelling units), which could be expected to generate 130 average daily trips (ADT). The project, as proposed, would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project would therefore could be reasonably expected to generate 621 additional ADT. This amount does not trigger any threshold for a focused traffic study or traffic impact analysis. As such, overall, approval of this project will have a less than significant impact on air quality.

**IV – BIOLOGICAL RESOURCES**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Sources: 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (Sources: 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

- |   |                          |                          |                          |          |
|---|--------------------------|--------------------------|--------------------------|----------|
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Sources: 6) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Sources: 5)                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Sources: 1)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Sources: 1)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |

The project site is in a previously disturbed state. One lot is developed with a single-family residence, with two lots having had previous single-family residences since demolished. The pad foundations for the two previous homes are still located on site. The remaining lots have historically been unpaved and used for recreation and personal vehicle parking. The site contains no native or non-native vegetation. Also, no jurisdictional wetlands, other sensitive habitat, or sensitive species are located on the property; and data provided by the U.S. Fish & Wildlife Service indicate the proposed project site contains no jurisdictional wetlands or jurisdictional waters of U.S. or state-defined streambeds.

The project site is located completely within an urbanized area, surrounded by development and contains no sensitive habitats or biological resources that are protected by local policies or ordinances. There are also no adopted habitat conservation plans within the City of National City.; therefore, the proposed development would have no impact on biological resources.

**V – CULTURAL RESOURCES**

- | Would the project:   | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|--|--------------------------------|---|------------------------------|-----------|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? (Sources: 3) | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <b>X</b>  |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5? (Sources: 3)      | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <b>X</b>  |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Sources: 3)           | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <b>X</b>  |
| d) Disturb any human remains, including those interred outside of formal cemeteries? (Sources: 3)                              | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <b>X</b>  |

No historical or archaeological resources as defined in Section 15064.5 are known to exist on the proposed project site. The whole project site is previously developed or otherwise disturbed and no land in its natural state remains.



State and federal law requires that if any cultural resources are found during construction, work is to stop and the lead agency and a qualified archaeologist be consulted to determine the importance of the find and its appropriate management. In the event of the accidental discovery or recognition of any human remains during construction, the applicant is required take all appropriate steps as required by relevant federal, state, and local laws. Therefore, the proposed project would not result in a significant impact to cultural resources.

**VI – GEOLOGY AND SOILS**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
ii) Strong seismic ground shaking? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
iii) Seismic-related ground failure, including liquefaction? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
iv) Landslides? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Result in substantial soil erosion or the loss of topsoil? (Sources: 2, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

California Geological Survey information indicates the site is not located within an Alquist-Priolo Special Studies Zone, and there are no known active or potentially active faults that intercept the project site; therefore, the potential for ground rupture at this site is considered low. The nearest active fault to the site is the La Nacion Fault, located approximately a mile to the northeast. Accordingly, the site is not considered to possess a significantly greater seismic risk than that of the surrounding area in general. The site is not within an area susceptible to landslides and not within a fault zone, slide prone area or an area susceptible to liquefaction; therefore there is no impact or increased exposure to landslides due to the proposed project.

It should be recognized that Southern California is an area that is subject to some degree of seismic risk and that it is generally not considered economically feasible nor technologically practical to build structures that are totally resistant to earthquake-related hazards. Construction in accordance with the minimum

requirements of the Uniform Building Code should minimize damage due to seismic events. Due to the number and nature of the active and non-active fault lines within the southern California region, it cannot be known when earthquakes will occur; therefore, there is a less than significant impact.

The property is flat in nature and all design and construction will require conformance with City’s stormwater ordinance and grading regulations. Therefore, there is no impact or increased substantial erosion due to the proposed project.

The proposed project site would have traditional sewer laterals, which will connect with the existing sewer system that serves the City. There would be no use of septic tanks or alternative waste water disposal systems; therefore, no impact.

**VII – GREENHOUSE GAS EMISSIONS**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Sources: 1, 7, 10, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Sources: 1,10, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

GHG emissions contribute, on a cumulative basis, to the significant adverse environmental impacts of global climate change. No single project could generate enough GHG emissions to noticeably change the global average temperature. The combination of GHG emissions from past, present, and future projects contributes substantially to the phenomenon of global climate change and its associated environmental impacts and as such is addressed only as a cumulative impact. The project’s GHG emissions would occur over the short construction duration, and would consist primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related new vehicular trips and indirect source emissions, such as energy usage. The existing density in the area would allow up to 13 residential units (including accessory dwelling units), which could be expected to generate 130 average daily trips (ADT). The project, as proposed, would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project would therefore could be reasonably expected to generate 621 additional ADT. This amount does not trigger any threshold for a focused traffic study or traffic impact analysis. As such, overall, approval of this project will have a less than significant impact on air quality. As such, although the project would contribute to airborne pollutants, this project will have a less than significant impact on air quality.

California has adopted several policies and regulations for the purpose of reducing GHG emissions. On December 11, 2008, CARB adopted the AB 32 Scoping Plan to achieve the goals of AB 32 that establishes an overall framework for the measures that will be adopted to reduce California’s GHG emissions. The proposed project is subject to compliance with AB 32, which is designed to reduce statewide GHG emissions to 1990 levels by 2020.

In addition, in 2012 the City of National City adopted its Climate Action Plan and associated targets to reduce GHG emissions by 15 percent below 2005/2006 levels by 2020, with additional reductions by 2030. Some of the primary provisions of the Climate Action Plan are to promote greater density and infill development, water conservation, energy efficiency, and waste reduction strategies. The proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG emissions, as contained in the Climate Action Plan. Based on the above, therefore no impact.

**VIII – HAZARDS & HAZARDOUS MATERIALS**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and; as a result, would it create a significant hazard to the public or the environment? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

The proposed project is a 5,500 square-foot commercial strip center located completely within an urbanized area, surrounded by a mix of residential and commercial development near a freeway interchange. No transport, use, or disposal of hazardous materials is expected. A commercial strip center with specialty retail and a drive-through coffee shop will likewise not cause any reasonably foreseeable upset or accident condition involving the release of hazardous materials into the environment.

The project is not expected to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste in general, and is not within one-quarter mile of an existing or proposed school. The site is mostly vacant and has previously been developed. Furthermore, it is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. As a result the project would not create a significant hazard to the public or the environment. Therefore, there would be no impact.

There is no adopted emergency response plan or emergency evacuation plan in the City, although there are local considerations that are included as appendices to the Unified San Diego County Emergency Services Organization approved Annex Q of the Operational Area Emergency Plan. The project does not conflict with any of the considerations or plans in the Area Emergency Plan, thus no conflict.

The site is not on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5; There are no airports or airstrips in the vicinity; the project would not interfere with an adopted emergency response plan or emergency evacuation plan; and the project is not adjacent to any wildlands or land subject to wildland fires; therefore there would not be any significant risk of loss, injury or death involving wildfires. Therefore, there is no impact.

**IX – HYDROLOGY / WATER QUALITY**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (Sources: 1, 3, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) Otherwise substantially degrade water quality? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
j) Inundation by seiche, tsunami, or mudflow? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The project will be subject to water quality and discharge requirements through the City’s Jurisdictional Runoff Management Plan (JRMP). Design of the project will require compliance with all storm water handling, storage, drainage, and hydromodification regulations. The property is not located within a 100-year flood hazard area or an area influenced by any levee or dam failure, seiche, tsunami, or mudflow; therefore, no impact.

**X – LAND USE AND PLANNING**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Physically divide an established community? (Sources: 1, 2, 3, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (Sources: 1, 2, 6, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (Sources: 1, 2, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The surrounding area is varied in nature. The two properties adjacent to the north of the project site are low-density in nature. 3255 Olive Street is developed with a single-family residence and 3312 Orange Street is developed with a duplex. Directly opposite the project site, the four properties on the east side of Orange Street are developed with two single-family residences, a six-unit apartment, and a 7-Eleven respectively (from north to south). Uses beyond the 7-Eleven along Sweetwater Road are also commercial in nature. There are no land uses to the west and south except for mostly landscaped areas around the Interstate 805/State Route 54 interchange. Lincoln Acres, located to the north, is an unincorporated community of San Diego County and is zoned as RU or Residential Urban. The area between the project area to the south and La Vista Cemetery to the north is predominantly single-family in nature. There is no connection between the developments and development of the site would not physically impact the existing community due to being at the periphery of the community to the north. Therefore, there would be no impact to established communities.

While the request includes a zone change and general plan amendment, the project would be a commercial use in an area of other commercial uses. The zone change and amendment would allow for a resident and visitor-serving commercial strip center on the perimeter of a residential area near a freeway interchange. Zoning to the east of the property is also commercial (mixed-use) in nature. The use would be allowed (conditionally-allowed in the case of the drive-through business) in the MXD-2 zone and consistent with both the General Plan and the Land Use Code; therefore, there would be no conflict with said plans. The Local Coastal Plan is not applicable to this area.

The proposed project includes approximately 0.22 acres of unincorporated territory located on the North side of Sweetwater Road between Orange Street and Olive Street (2311 and 2305 Sweetwater Road), within the National City sphere of influence. Annexation of the affected territory would involve concurrent detachments from County Service Area No. 135 (Regional Communications) and the Lower Sweetwater Fire Protection District, as the City of National City would assume responsibility for those services following annexation.

The Local Agency Formation Commission (LAFCO) is enumerated with the authority over the establishment of spheres of influence and changes of organization for cities and special districts. As such, LAFCO approval would be required for annexation to the City of National City. With the understanding that National City would be proposing to adopt a Negative Declaration regarding the project's environmental review, LAFCO would assume the role of responsible agency under CEQA for the associated reorganization with National City.

The two unincorporated properties have a County of San Diego zoning designation of *Urban Residential* (RU). This designation is applied to areas where adequate levels of public services are available. The existing residential use is a conforming use. The properties are pre-zoned as *Small Lot Residential (RS-2)* on the City's Zoning Map. 2305 Sweetwater Road is currently developed with a single-family residence. 2311 Sweetwater Road was previously developed with a single-family residence, but it has since been demolished. The lot remains vacant.

There are no applicable habitat conservation plan or natural community conservation plans in the City or County in this location, therefore no impact.

**XI – MINERAL RESOURCES**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The project site is located completely within an urbanized area and surrounded by development. The site contains no known mineral resources on the proposed project site or delineated on a local plan for the site; therefore, there is no impact to mineral resources.

**XII – NOISE**

Would the project result in:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The proposed project area is in an urbanized area and is a residential use in an area of mixed residential and commercial development. The use is not expected to exceed the ambient noise in this area. Sweetwater Road in this location is a four-lane arterial street with a current ADT of 27,000. In addition, the area is immediately adjacent to the interchange of Interstate 805 and State Route 54. The General Plan Noise Element current noise levels are at least 65 decibels. The drive-through portion of the project would be subject to a Conditional Use Permit (CUP), which would have conditions for noise-attenuating speakers at the ordering window. This type of speaker automatically adjusts its volume to compensate for ambient noise (streets, vehicles, etc.). Therefore, the volume is lower during quieter periods, such as at night. This has been a standard condition on this type of CUP and would be case should an application be processed. Furthermore, the location of the proposed ordering area is on the property line opposite of the nearest residential property. Finally, the project is subject to the limitations contained in the City's Noise Ordinance; therefore, no impacts are expected.

The associated construction on the project site would create temporary noise impacts. Modern construction equipment, properly used and maintained, should not exceed the noise limits contained in the City's Noise Ordinance. All noise generated by the project would be required to comply with the City's Noise Ordinance and be limited to specific hours of operation. No significant impact from the project would occur.

The proposed project site is not located within an airport land use plan or within two miles of a public use airport or private airstrip; therefore, there is no impact to those people working on the project site.

**XIII – POPULATION AND HOUSING**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The property is currently developed with one single-family residence, which is unoccupied. While the residence is likely able to be occupied, the demolition of the home would not displace a substantial amount of housing or people. The proposed commercial use would cater equally to visitors and area residents, thus not inducing a substantial population increase. Therefore, there will be no impact.

**XIV – PUBLIC SERVICES**

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause				

significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection? (Sources: 1, 3, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
Police protection? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
Schools? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
Parks? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
Other public facilities? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

The proposed project would not result in adverse impacts to public services. The affected territory is within Lower Sweetwater Fire Protection District (FPD) for fire protection services and a concurrent detachment from the FPD is required with annexation to the City. The Lower Sweetwater FPD contracts with National City for fire protection services, therefore detachment from the FPD will not affect the fire service arrangement to the affected territory. The project area will be served by the National City Fire and Police Department. The closest Fire Station is approximately a one mile away on Euclid Avenue, and the Police Station at 12<sup>th</sup> Street and National City Boulevard is three miles away. Typical response time for this area would not be adversely impacted, as plans do not involve changes to public streets adjacent to the site and since plans include retaining emergency access throughout the project area. Also, the development will generate impact fees specifically slated for public services that will supplement any additional requirements brought about by the development; therefore, there is no significant impact. Park and school fees will also be paid as part of the development to offset any increase in need generated by the project, thus no impact.

**XV – RECREATION**

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

Parks and schools would not be impacted, as there are none in the area and no increase in population that would add to school attendance or park use would occur, thus no impact.

**XVI – TRANSPORTATION AND TRAFFIC**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
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- |   |                          |                          |                          |   |
|---|--------------------------|--------------------------|--------------------------|---|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (Sources: 1, 2, 3, 4) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (Sources: 1, 2, 3)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Sources: 1, 2, 3, 7)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Result in inadequate emergency access? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (Sources: 1, 2, 3, 7)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

There are no plans, ordinances, or policies that measure circulation system current effectiveness or performance, thus no impact. There is also no congestion management program that the project would conflict with. Lastly, there are no established air traffic patterns in the area that would be affected by the project; there is no restricted airspace over National City. Therefore there is no impact.

This segment of Sweetwater Road (I-805/Euclid Avenue to Valley Road) currently has an ADT rate 27,000 and a capacity of 40,000 ADT. The segment operates at a current Level of Service (LOS) of C and is expected to operate at an LOS of D in 2030. According to trip generation rates published by the San Diego Association of Governments (SANDAG), a commercial strip of this size with a drive-through component would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project could therefore be reasonably expected to generate 621 additional ADT. This amount would not normally trigger any threshold for a focused traffic study or traffic impact analysis. The traffic analysis summarized as follows:

*Per the applied regional significance thresholds and the analysis methodology presented in this report, the addition of project related traffic to the street system **would not result significant direct or cumulative impacts** to study area intersections and street segments.*

*Site access is satisfactory with two driveways, and enhanced by the existing two-way left-turn lane on Sweetwater Road that provides a refuge lane for turning vehicles... no issues with on-site circulation/queuing are expected given the [nine]-position queuing drive-thru lane, and the average customer load anticipated given the proximity to five other Starbucks stores. Based on the above findings, no mitigation measures are required or proposed.*

A queuing study was performed for two local area Starbucks locations (24<sup>th</sup> Street and Hoover Avenue,

and “L” Avenue and Plaza Blvd. The maximum queuing, which was during the morning peak hour, was 15 vehicles. The driveway, as proposed, can accommodate approximately 11 vehicles. The design of the drive-through entrance is such that vehicles may only enter westbound from within the parking lot (via the eastern driveway, which is approximately 250 feet from Orange Street). Therefore, there would be room on site to accommodate vehicle queuing, which would ensure no impact to adjacent City streets.

No change in road design is proposed which would cause a safety risk or hinder emergency access. The project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities, as there are no such activities existing or planned in this area, thus no impact.

**XVII – UTILITIES AND SERVICE SYSTEMS**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Sources: 1, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Sources: 1, 12, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments? (Sources: 1, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs? (Sources: 1, 13, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
g) Comply with federal, state, and local statutes and regulations related to solid waste? (Sources: 1, 13, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The proposed project would be designed and constructed using Best Management Practices (BMPs) to appropriately handle wastewater and not exceed wastewater treatment requirements of the San Diego Regional Water Quality Control Board; therefore, there is no impact.

The affected territory is located within the Sweetwater Authority for water service. The Sweetwater Authority is a Joint Powers Authority (JPA) of the City of National City and the South Bay Irrigation District; therefore, annexation to National City will not require a concurrent detachment from the Sweetwater Authority

As part of their annexation, the properties at 2305 and 2311 Sweetwater Road will not be required to detach from the water district currently serving the area, as both the City of National City and the unincorporated properties in this area are served by the same water service provider (Sweetwater Authority). Thus, annexation from San Diego County to National City will not significantly affect the existing utility networks. Also, all necessary improvements will be included with the project approval and construction will be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations; therefore, there would not be a significant effect on existing utility networks.

The proposed project site would be served by EDCO, the local waste collection and recycle company. EDCO has a contract with the City to handle City residents' waste disposal and recycling needs. According to EDCO staff, the company utilizes several landfill sites for the disposal of waste collected in National City, with the most common being Otay Mesa, Sycamore, and Miramar Landfills, with an additional 12, 26 and 9 years of capacity remaining respectively; therefore, there is a less than significant impact. There are two other landfill sites in San Diego County – the Ramona landfill, which is full, and Borrego Springs landfill, which has an additional 30 years capacity remaining. In addition, the proposed project would comply with all federal, state, and local statues and regulations related to solid waste.

**XVIII – MANDATORY FINDINGS OF SIGNIFICANCE**

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

Discussion: No significant impacts to the environment as a result of this project have been identified. There is no habitat on site or nearby and there is no established neighborhood that would be affected. The property is changing from a mostly vacant and previously disturbed area, surrounded by a mix of residential and commercial development near a freeway interchange, to a small commercial strip center. Approval of the project is not expected to have any significant impacts, either long-term or short-term, nor will it cause substantial adverse effect on human beings, either directly or indirectly.

**REFERENCE SOURCES:**

<b><u>Reference #</u></b>	<b><u>Document Title</u></b>	<b><u>Available for Review at:</u></b>
1	National City General Plan	National City Planning Department 1243 National City Boulevard National City, CA 91950 <a href="http://www.nationalcityca.gov/">http://www.nationalcityca.gov/</a>
2	City of National City Municipal Code	National City Planning Department
3	Case File 2017-13 GPA, ZC, ANNEX	National City Planning Department
4	SANDAG trip generation by land use	<a href="http://www.sandag.org">www.sandag.org</a>
5	US Fish and Wildlife Service	<a href="https://www.fws.gov/">https://www.fws.gov/</a>
6	US Fish and Wildlife Wetland Mapper System	<a href="https://www.fws.gov/wetlands/data/mapper.html">https://www.fws.gov/wetlands/data/mapper.html</a>
7	Transportation Impact Analysis for Sweetwater Road Commercial project (Linscott Law & Greenspan engineers)	National City Planning Department
8	County of San Diego Zoning Ordinance	<a href="https://www.sandiegocounty.gov/pds/zoning/index.html">https://www.sandiegocounty.gov/pds/zoning/index.html</a>
9	California Department of Conservation	<a href="http://maps.conservation.ca.gov/cgs/fam/">http://maps.conservation.ca.gov/cgs/fam/</a>
10	City of National City Final Climate Action Plan	National City Planning Department
11	Environmental Protection Agency	<a href="https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator">https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator</a>
12	California Integrated Waste Management Board	<a href="http://www.ciwmb.ca.gov/">http://www.ciwmb.ca.gov/</a>
13	EDCO Disposal website	<a href="https://www.edcodisposal.com/corporate/">https://www.edcodisposal.com/corporate/</a>
14	Landfill Management – County of San Diego	<a href="https://www.sandiegocounty.gov/content/sdc/dpw/inactvlandfill.html">https://www.sandiegocounty.gov/content/sdc/dpw/inactvlandfill.html</a>
15	Local Agency Formation Commission (LAFCO) response to Legal Notice of Intent and Availability For Environmental Review and Comment, dated May 20, 2019	National City Planning Department

**RECOMMENDED FINDINGS FOR**  
**CERTIFICATION OF THE NEGATIVE DECLARATION**

2017-13 IS – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28

1. That the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory, because the properties are previously developed and/or disturbed and there is no sensitive habitat on site.
2. That the project does not have impacts that are individually limited but cumulatively considerable, because the project is an infill development on a historically disturbed property. The area is surrounded by urban development. The existing improvements and development pattern can accommodate the project without causing any impacts to the environment or to existing services.
3. That the project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly, because the project is a low-intensity commercial development. As determined by the Initial Study for the project, both short and long term activities will have a less than significant impact on air quality.
4. The proposed project has been reviewed in compliance with CEQA for which a Negative Declaration (ND) has been prepared. The ND has determined that, the proposed project would not have a significant effect on the environment and that no mitigation is required.

**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY, CALIFORNIA, MAKING A FINDING OF  
NO SIGNIFICANT ENVIRONMENTAL EFFECT FOR THE ANNEXATION OF  
2311 AND 2305 SWEETWATER ROAD; GENERAL PLAN AMENDMENT AND  
ZONE CHANGE FOR THE REZONING OF SAID PROPERTIES,  
IN ADDITION TO 3320, 3330, 3336 ORANGE STREET,  
IN ORDER TO CONSTRUCT A 5,500 SQUARE-FOOT COMMERCIAL CENTER;  
AND A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH BUSINESS  
AND AUTHORIZING THE FILING OF A NOTICE OF DETERMINATION.  
APPLICANT: MURAOKA ENTERPRISES, INC.  
CASE FILE NO. 2017-13 IS**

WHEREAS, the City Council of the City of National City, California, considered said certification at a duly advertised public hearing held on June 18, 2019, at which time the City Council considered evidence; and,

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2017-13 IS, which is maintained by the City and incorporated herein by reference; along with any other evidence presented 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 hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

**NOW, THEREFORE, BE IT RESOLVED** by the City City Council of the City of National City, California, that the evidence presented to the City Council at the public hearing held on June 18, 2019, support the following findings:

1. That the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory, because the properties are previously developed and/or disturbed and there is no sensitive habitat on site.

**Resolution 2019 –**

Page Two

2. That the project does not have impacts that are individually limited but cumulatively considerable, because the project is an infill development on a historically disturbed property. The area is surrounded by urban development. The existing improvements and development pattern can accommodate the project without causing any impacts to the environment or to existing services.
3. That the project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly, because the project is a low-intensity commercial development. As determined by the Initial Study for the project, both short and long term activities will have a less than significant impact on air quality.
4. The proposed project has been reviewed in compliance with CEQA for which a Negative Declaration (ND) has been prepared. The ND has determined that, the proposed project would not have a significant effect on the environment and that no mitigation is required.

**BE IT FURTHER RESOLVED** that the City Council has considered the proposed Negative Declaration No. 2017-13 IS, together with any comments received during the public review process, and finds on the basis of the whole record (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the City's independent judgment and analysis, and hereby approves the Negative Declaration and authorizes the filing of a Notice of Determination.

**PASSED and ADOPTED this 18<sup>th</sup> day of June, 2019.**

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Alejandra Sotelo-Solis, Mayor

ATTEST:

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Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

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Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment for a change of land use from Low-Medium Density Residential to Major Mixed Use at the property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street in order to construct a 5,500 square-foot commercial center. \(Applicant: Muraoka Enterprises, Inc.\) \(Case File No. 2017-13 GPA\) \(Planning\) \\*\\*Companion Items #28, #30, #31\\*\\*](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment for a change of land use from Low-Medium Density Residential to Major Mixed Use at property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street in order to construct a 5,500 square-foot commercial center. (Applicant: Muraoka Enterprises, Inc.) (Case File No. 2017-13 GPA)

**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning Division

**PHONE:** 619-336-4313

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

The applicant is proposing to rezone and redevelop five single-family-zoned lots in order to construct a 5,500 square-foot commercial center with a drive-through Starbucks coffee shop. In order to do so, the existing single-family zoning needs to be changed to mixed-use. This type of change requires a General Plan Amendment to change the land use from Low-Medium Density Residential to Major Mixed-Use, and a Zone Change from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2). The amendment and zone change were initiated together by the Planning Commission on August 7, 2017. The Zone Change is addressed in a separate Ordinance. Two of the properties are in the County of San Diego (Lincoln Acres) and would be annexed as part of this application.

The attached background report describes the project in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_

**Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

Negative Declaration (ND)

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission recommendation.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the General Plan Amendment.

Vote: Ayes – Baca, DelaPaz, Flores, Garcia, Natividad, Sendt

Noes: Yamane |

**ATTACHMENTS:**

- |                           |                      |
|---------------------------|----------------------|
| 1. Background Report      | 5. Site Photos       |
| 2. Recommended Findings   | 6. Applicant's Plans |
| 3. Recommended Conditions | 7. Public Notice     |
| 4. Overhead               | 8. Resolution        |

## BACKGROUND REPORT

### Staff Recommendation

Staff recommends approval of the proposed General Plan Amendment and associated Zone Change. The proposed development meets three General Plan Policies and one General Plan Goal related to Land Use, and would revitalize an existing under-utilized property.

### Executive Summary

The applicant is proposing to rezone and redevelop five single-family-zoned lots in order to construct a 5,500 square-foot commercial center with a drive-through business. In order to do so, the existing single-family zoning needs to be changed to mixed-use. Two of the properties are in the County of San Diego and would be annexed as part of this application. This type of change requires a General Plan Amendment to change the land use from Low-Medium Density Residential to Major Mixed-Use, and a Zone Change from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2). The amendment and zone change were initiated together by the Planning Commission on August 7, 2017.

### Site Characteristics

The project site is comprised of five separate parcels located at 3320, 3330, and 3336 Orange Street in National City, along with 2311 and 2305 Sweetwater Road, which are located in the County of San Diego. The parcels are contiguous to one another and form the end of the block fronting on Sweetwater Road between Olive Street and Orange Street.

### Proposal

The applicant proposes to change the property zones from RS-2 to MXD-2 and to annex two parcels that are currently within the County of San Diego's jurisdiction to be included within the City of National City. The applicant has provided a site plan showing a 5,500 square-foot commercial center with a drive-through Starbucks. In order to change the zoning to MXD-2, the Land Use designation would also need to be changed (General Plan Amendment). In this case, the *Low-Medium Density Residential* land use would need to be changed to *Major Mixed Use*. If the land use and zoning are changed, the two County properties would be considered as "pre-zoned" as the same zones, until such time as they were formally annexed into the City.

### Analysis

When considering a General Plan Amendment, the City Council must take into account the surrounding land uses and neighborhood makeup, as well as consistency with the General Plan and other governing documents.

The surrounding area is varied in nature. The two properties adjacent to the north of the project site are low-density in nature. 3255 Olive Street is developed with a single-family residence and 3312 Orange Street is developed with a duplex. Directly opposite the project site, the four properties on the east side of Orange Street are developed with two single-family residences, a six-unit apartment, and a 7-Eleven respectively (from north to south). Uses beyond the 7-Eleven along Sweetwater Road are also commercial in nature. There are no land uses to the west and south except for mostly landscaped areas around the Interstate 805/State Route 54 interchange and a Park & Ride lot. All of the commercial uses east of the project site have the same land use designation (Major Mixed-Use). Therefore there would not be any incongruity issues.

### Annexation

Since the pre-application phase of this project, staff has been in contact with the Local Agency Formation Commission (LAFCO), who is enumerated with the authority over the establishment of spheres of influence<sup>1</sup> and changes of organization for cities and special districts. As such, LAFCO approval would be required for annexation to the City of National City. With the understanding that National City would be proposing to adopt a Negative Declaration regarding the project's environmental review, LAFCO would assume the role of responsible agency under the California Environmental Quality Act (CEQA) for the associated reorganization with National City. A requirement for the applicant to complete the annexation process prior to the CUP being active is included as a condition of approval.

The proposed project includes approximately 0.22 acres of unincorporated territory located on the north side of Sweetwater Road between Orange Street and Olive Street (2311 and 2305 Sweetwater Road), within the National City sphere of influence. Annexation of the affected territory would involve concurrent detachments from County Service Area No. 135 (Regional Communications) and the Lower Sweetwater Fire Protection District, as the City would assume responsibility for those services following annexation.

### General Plan

There are several General Plan Policies that are pertinent to this proposal, specifically:

**Policy LU-1.2:** Concentrate commercial, mixed-use, and medium to high density residential development along transit corridors, at major intersections, and near activity centers that can be served efficiently by public transit and alternative transportation modes.

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<sup>1</sup> A sphere of influence is defined as a "plan for the probable physical boundaries and service area of a local government agency as determined by the [Local Agency Formation] Commission". Territory must be within a city or district's sphere in order to be annexed. For National City, this also includes Lincoln Acres.

**Policy LU-2.6:** Support development and redevelopment that creates jobs for all income levels.

**Policy LU-2.9:** Designate land for commercial, office, and service uses sufficient to meet future City needs.

The area is mostly vacant and prime for redevelopment. Changing the land use designation to Major Mixed-Use in this location would be consistent with the General Plan, in that it would allow for the concentration of mixed use development along a transit corridor (the 961 and 963 MTS bus routes stop at the 7-Eleven across the street), and potential commercial development would serve future City needs, as well as create jobs.

Furthermore, reclassifying the property to Major Mixed-Use would be consistent with General Plan Goal LU-2, which states as follows:

A mix of land uses including residential, commercial, employment, service, agricultural, open space, and recreational uses that accommodate the needs of persons from all income groups and age levels.

#### Planning Commission

The Planning Commission held a public hearing on this item at their meeting of June 3, 2019. Commissioners asked questions related to potential tenants, public notice, traffic and pedestrian circulation, architecture and landscaping, and business operations. Three community members spoke with concerns over traffic and existing pedestrian safety issues at this location. The Commission ultimately voted to recommend approval of the project to the City Council.

#### Summary

The subject property is mostly vacant and prime for redevelopment. In order for the applicant to develop the property in a manner that would provide the greatest community benefit, as well as achieve the highest and best use, the zoning would need to be changed, which requires the land use designation to be changed. The project area is on the limits of a residential neighborhood and adjacent to other mixed-use-zoned commercial uses; therefore, no incongruity issues are expected if the area is reclassified and rezoned. Potential development will meet several General Plan Policies related to Land Use. Staff is recommending approval of the development and associated permits.

Options

1. Approve 2017-13 GPA subject to the attached conditions of approval, based on the attached finding or findings to be determined by the City Council; or
2. Deny 2017-13 GPA based on the attached finding or findings to be determined by the City Council; or,
3. Continue the item to a later date in order to obtain additional information.

**RECOMMENDED FINDING FOR APPROVAL**  
**OF THE GENERAL PLAN AMENDMENT AND ZONE CHANGE**

2017-13 GPA, ZC – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28

1. The proposed development is consistent with General Plan Land Use Policies LU-1.2, LU 2.6, and LU-2.9, and Goal LU-2, because the area is disturbed and or/developed, and is currently vacant and prime for development. Having a comprehensive commercial project in this area will contribute to the City's future zoning and land use designation requirements, as well as employment needs.

**RECOMMENDED FINDING FOR DENIAL**  
**OF THE GENERAL PLAN AMENDMENT AND ZONE CHANGE**

2017-13 GPA, ZC – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28

1. The proposed development is not consistent with the General Plan, because the proposed development will result in a reduction in existing and potential housing units, which is inconsistent with the City's Housing Element.

## RECOMMENDED CONDITIONS OF APPROVAL

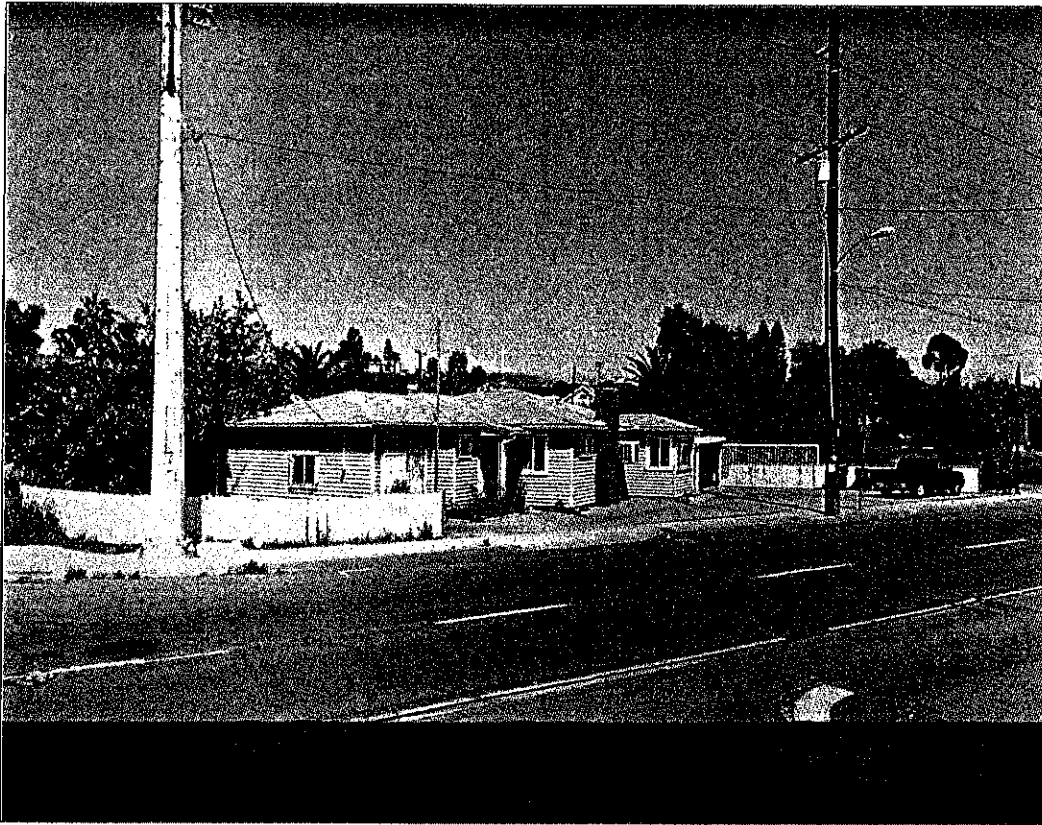
2017-13 GPA, ZC – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28

### General

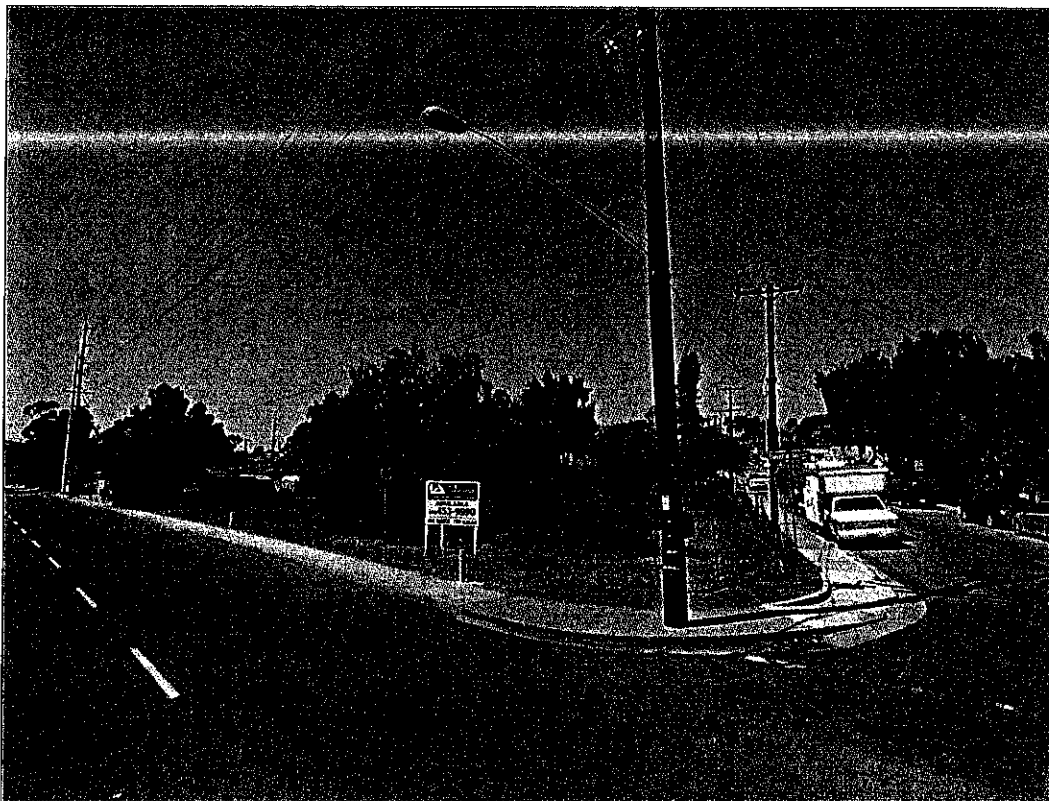
1. This *General Plan Amendment and Zone Change* authorize a change of land use from Low-Medium Density Residential to Major Mixed Use at property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street, in order to construct a 5,500 square-foot commercial center.
2. This *General Plan Amendment and Zone Change* shall not become effective until the Negative Declaration associated with the project has been certified and the Notice of Determination filed.
3. The MXD-2 zone designation must be in place for two years from the date of annexation unless findings are made by the City Council that a change within two years is appropriate based on special circumstances outlined in Government Code Section 56375.
4. Before this *General Plan Amendment and Zone Change* shall become effective, the applicant and/or 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 General Plan Amendment and Zone Change.** 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 *General Plan Amendment and Zone Change* 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.
5. *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.** The current fee to record the Notice of Determination for a Negative Declaration is \$2,354.75, but may be subject to change.



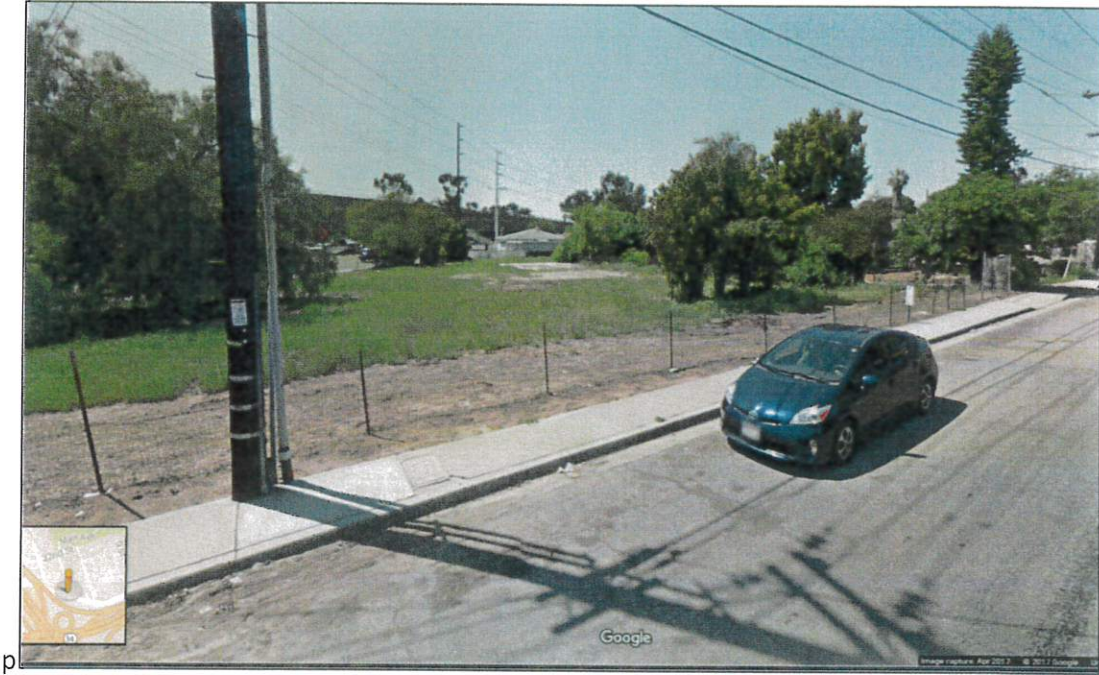




Existing residence looking northeast from Sweetwater Road



Looking northwest from East 16<sup>th</sup> Street



p

Looking west from Orange Avenue



Looking southwest from Orange Avenue

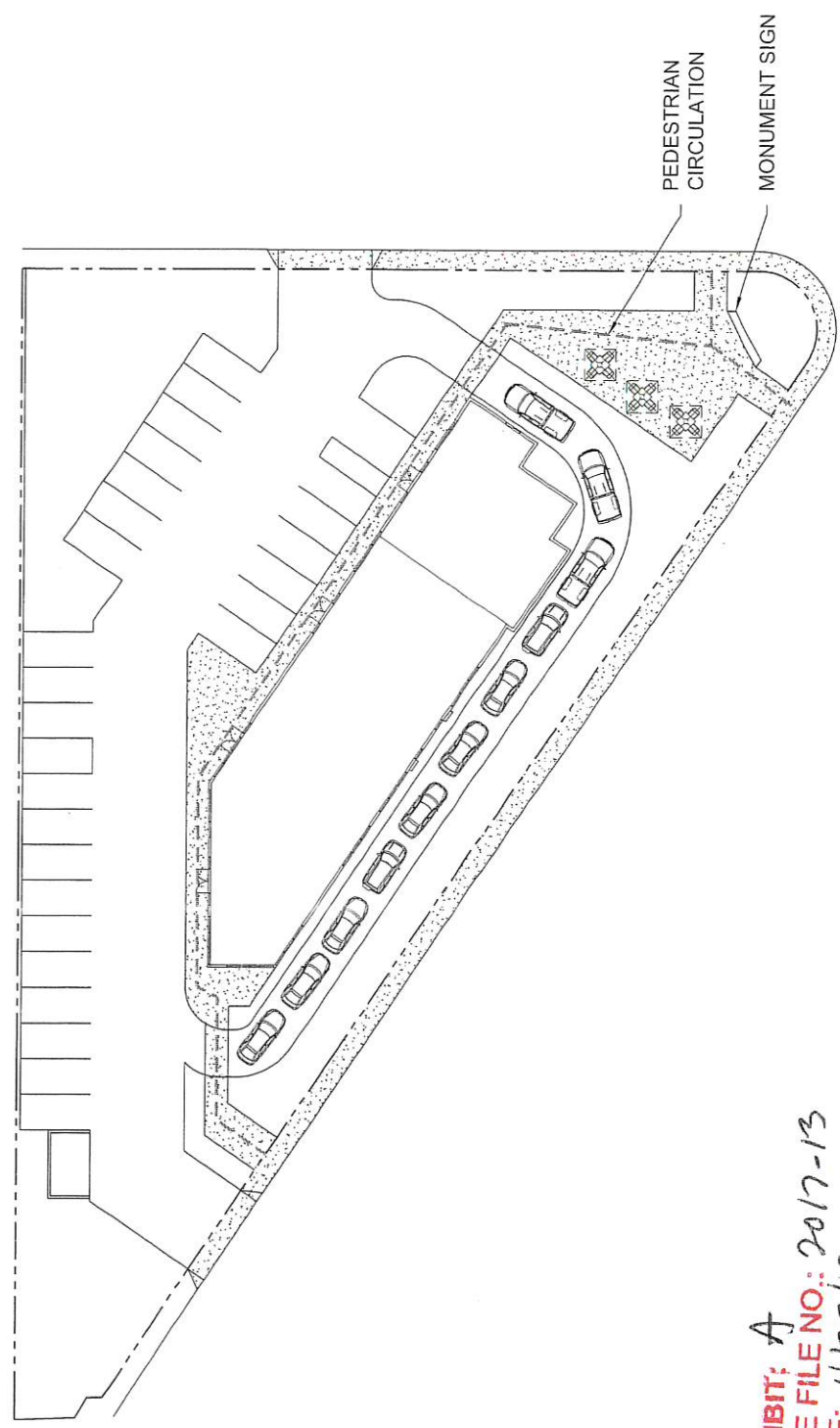
MKA INC.  
7510 CLAIREMONT MEESA BLVD. SUITE 207  
SAN DIEGO, CA 92111  
858 248 8174 FAX 858 724 1556  
microbik@mkaginc.com

SITE PLAN - OPTION 4  
DRIVE-THRU PICK-UP ON  
SHORT END OF BUILDING

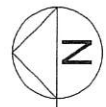
PROPOSED SITE PLAN  
NATIONAL CITY, CA

4-12-19

SK  
04.12.19  
1



**EXHIBIT: A**  
**CASE FILE NO.: 2017-13**  
**DATE: 4/23/19**



SITE PLAN - OPTION 4  
1" = 30'-0"  
0 7.5 15 30 60

ATTACHMENT 6

EXHIBIT: B  
CASE FILE NO.: 2017-13  
DATE: 4/23/19







**CITY OF NATIONAL CITY  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, June 18, 2019, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, CA, to consider: CERTIFICATION OF A NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT, ZONE CHANGE, AND CONDITIONAL USE PERMIT FOR THE REZONING OF PROPERTY AT 3320, 3330, 3336 ORANGE ST. AND 2311 AND 2305 SWEETWATER RD.; AND ANNEXATION FOR THE PROPERTIES AT 2311 AND 2305 SWEETWATER RD. INTO THE CITY OF NATIONAL CITY IN ORDER TO CONSTRUCT A 5,500 SQUARE-FOOT COMMERCIAL STRIP CENTER, INCLUDING A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH COFFEE SHOP. Anyone interested in this matter may appear at the above time and place and be heard.

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 undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

The Planning Commission conducted a Public Hearing at their meeting of June 3, 2019 and voted to recommend approval of the General Plan Amendment, Zone Change, and Conditional Use Permit by a vote of six to one.

Michael Dalla, City Clerk  
CV65431 6/7/2019

**RESOLUTION NO. 2019-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT  
FOR A CHANGE OF LAND USE FROM LOW-MEDIUM DENSITY RESIDENTIAL  
TO MAJOR MIXED USE AT PROPERTY LOCATED AT 2305, 2311 SWEETWATER  
RD. AND 3320, 3330, 3336 ORANGE ST. IN ORDER TO CONSTRUCT A  
5,500 SQUARE-FOOT COMMERCIAL CENTER.  
APPLICANT: MURAOKA ENTERPRISES, INC.  
CASE FILE NO. 2017-13 GPA**

WHEREAS, the City Council of the City of National City, California, considered said certification at a duly advertised public hearing held on June 18, 2019, at which time the City Council considered evidence; and,

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2017-13 GPA, which is maintained by the City and incorporated herein by reference; along with any other evidence presented 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 hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

**NOW, THEREFORE, BE IT RESOLVED** by the City City Council of the City of National City, California, that the evidence presented to the City Council at the public hearing held on June 18, 2019, support the following finding:

The proposed development is consistent with General Plan Land Use Policies LU-1.2, LU 2.6, and LU-2.9, and Goal LU-2, because the area is disturbed and or/developed, and is currently vacant and prime for development. Having a comprehensive commercial project in this area will contribute to the City's future zoning and land use designation requirements, as well as employment needs.

**BE IT FURTHER RESOLVED** that the City Council has considered the proposed Negative Declaration No. 2017-13 GPA, together with any comments received during the public review process, and finds on the basis of the whole record (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the City's independent judgment and analysis, and hereby approves the Negative Declaration and authorizes the filing of a Notice of Determination.

///  
///  
///



Resolution 2019 –  
Page Two

**BE IT FURTHER RESOLVED** that this Resolution Amending the General Plan shall take effect and be enforced thirty (30) days from the date of this passage.

**PASSED and ADOPTED this 18<sup>th</sup> day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones,  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential \(RS-2\) to Major Mixed-Use District \(MXD-2\) for a 5,500 square-foot commercial center at the property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street. \(Applicant: Muraoka Enterprises, Inc.\) \(Case File No. 2017-13 ZC\) \(Planning\) \\*\\*Companion Items #28, #29, #31\\*\\*](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2) for a 5,500 square-foot commercial center at property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street. (Applicant: Muraoka Enterprises, Inc.) (Case File No. 2017-13 ZC)

**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning Division

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

The applicant is proposing to rezone and redevelop five single-family-zoned lots in order to construct a 5,500 square-foot commercial center with a drive-through Starbucks coffee shop. This type of change requires a change of zoning that allows for commercial use. The applicant is requesting a Zone Change from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2) in order to be consistent with the adjacent MXD-2 zone. The zone change was initiated by the Planning Commission on August 7, 2017.

The City Council held a public hearing on the project on June 18, 2019. The attached Ordinance is needed to take action on the Zone Change.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Negative Declaration (ND)

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission recommendation.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Zone Change.

Vote: Ayes – Baca, DelaPaz, Flores, Garcia, Natividad, Sendt

Noes: Yamane

**ATTACHMENTS:**

Ordinance

**ORDINANCE NO. 2019 -**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,  
CALIFORNIA, APPROVING A ZONE CHANGE FROM SMALL LOT  
RESIDENTIAL (RS-2) TO MAJOR MIXED-USE DISTRICT (MXD-2) FOR A  
5,500 SQUARE-FOOT COMMERCIAL CENTER AT PROPERTY LOCATED AT  
2305, 2311 SWEETWATER ROAD AND 3320, 3330, 3336 ORANGE STREET.  
APPLICANT: MURAOKA ENTERPRISES, INC.  
CASE FILE NO. 2017-13 ZC**

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the rezoning of the parcels of real property (APNs 563-252-12 through 14 and 563-252-23 & 28), hereinafter described in Exhibit "A", and for the amendment of the Zoning Map of the City of National City; and,

WHEREAS, pursuant to legal notice, public hearings were held by the Planning Commission of National City and also by the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and,

WHEREAS, the Planning Commission of National City has regularly and duly certified to the City Council its report and has recommended such rezoning; and,

WHEREAS, the City Council found that on the basis of the Initial Study and any comments received that there is no substantial evidence that the project will have a significant effect on the environment and adopted a proposed Negative Declaration which addresses the rezoning; and,

WHEREAS, the City Council finds the rezoning consistent with and necessary to implement the General Plan;

**NOW, THEREFORE**, the City Council of the City of National City, California does ordain as follows:

**Section 1.** All protests, if any, against said rezoning and said amendment to the General Plan, and each of them be and hereby are denied and overruled.

**Section 2.** That all the real property described in Exhibit "A" is hereby rezoned from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2). Exhibit "A" is attached hereto and by this reference made a part hereof.

**SECTION 3.** 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 4.** That a Notice of Determination shall be filed indicating that the rezoning will not have a significant effect on the environment.

**PASSED and ADOPTED this 18<sup>th</sup> day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

# Exhibit "A"

## LEGAL DESCRIPTION

Real property in the City of National City, County of San Diego, State of California, described as follows:

PARCEL 1: 563-252-12-00

ALL THAT PORTION OF LOT 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 71° WEST ALONG THE NORTHERLY LINE OF SAID LOT, 147.42 FEET; THENCE SOUTH 19° EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 49.22 FEET; THENCE NORTH 71° EAST PARALLEL WITH SAID NORTHERLY LINE, 147.42 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE NORTH 19° WEST ALONG SAID EASTERLY LINE, 49.22 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 563-252-14-00

ALL THAT PORTION OF LOTS 4 AND 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 5; THENCE NORTH 19° WEST ALONG THE EASTERLY LINE OF SAID LOT, 49.22 FEET TO THE SOUTHEASTERLY CORNER OF A PORTION OF SAID LOT 5 CONVEYED TO JESSE G. GROSS AND WIFE BY DEED DATED AUGUST 18, 1942 AND RECORDED IN BOOK 1373, PAGE 498 OF OFFICIAL RECORDS; THENCE SOUTH 71° WEST ALONG THE SOUTHERLY LINE OF LAND SO CONVEYED, 147.42 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE SOUTH 19° EAST 6.10 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE COUNTY ROAD KNOWN AS ROAD SURVEY NO. 558, ACCORDING TO THE MAP THEREOF ON FILE IN THE COUNTY SURVEYOR'S OFFICE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF SAID ROAD, 177.75 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 4; THENCE NORTH 19° WEST, ALONG SAID EASTERLY LINE, 66.81 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 563-252-13-00

ALL THAT PORTION OF LOT 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 71° WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 147.42 FEET; THENCE SOUTH 19° EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 98.44 FEET; THENCE NORTH 71° EAST PARALLEL WITH SAID NORTHERLY LINE, 147.42 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE NORTH 19° WEST ALONG SAID EASTERLY LINE, 98.44 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 49.22 FEET THEREOF.

# Exhibit "A"

PARCEL 4: 563-252-23-00

ALL THAT PORTION OF LOT 5, IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 71°00'00" EAST ALONG THE NORTH LINE THEREOF 94.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 71°00'00" EAST CONTINUING ALONG SAID NORTH LINE 52.91 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LAND DESCRIBED IN DEED TO JESSE G. GROSS, ET UX, RECORDED AUGUST 20, 1942, IN BOOK 1373, PAGE 498 OF OFFICIAL RECORDS; THENCE SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5 BEING ALONG THE WESTERLY LINE OF SAID GROSS LAND AND THE SOUTHERLY PROLONGATION THEREOF 114.54 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF COUNTY ROAD SURVEY NO. 558, ACCORDING TO THE MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID ROAD TO THE INTERSECTION WITH A LINE BEARING SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT FROM THE TRUE POINT OF BEGINNING: THENCE NORTH 19°00'00" WEST TO THE TRUE POINT OF BEGINNING.

PARCEL 5: 563-252-28-00

ALL THAT PORTION OF LOT 5, IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE NORTH 71°00'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT, 94 FEET 8 INCHES; THENCE SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5 TO THE NORTHERLY LINE OF COUNTY ROAD SURVEY NO. 558; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF SAID LOT 5; THENCE NORTH 18°25'00" WEST ALONG WESTERLY LINE 14.61 FEET TO THE POINT OF BEGINNING.

The following page(s) contain the backup material for Agenda Item: [Notice of Decision - Planning Commission approval of a Conditional Use Permit for a drive-through coffee shop on the property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street. \(Applicant: Muraoka Enterprises, Inc.\) \(Case File No. 2017-13 CUP\) \(Planning\) \\*\\*Companion Items #28, #29, #30\\*\\*](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** 31

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Conditional Use Permit for a drive-through coffee shop on property located at 2305, 2311 Sweetwater Rd. and 3320, 3330, 3336 Orange St. (Applicant: Muraoka Enterprises, Inc.) (Case File No. 2017-13 CUP)

**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning Division

**PHONE:** 619-336-4381

**APPROVED BY:** 

**EXPLANATION:**

The applicant is proposing to rezone the property and to construct a 5,500 square-foot commercial center with a drive-through Starbucks. The drive-through component requires a Conditional Use Permit (CUP)

The Planning Commission held a public hearing on this item at their meeting of June 3, 2019. Commissioners asked questions related to potential tenants, public notice, traffic and pedestrian circulation, architecture and landscaping, and business operations. Three community members spoke with concerns over traffic and existing pedestrian safety issues at this location. The Commission ultimately voted to recommend approval of the project to the City Council.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Negative Declaration (ND)

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

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

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission approved the Conditional Use Permit.

Vote: Ayes – Baca, DelaPaz, Flores, Garcia, Natividad, Sendt

Noes: Yamane

**ATTACHMENTS:**

- |                                     |                           |
|-------------------------------------|---------------------------|
| 1. Overhead                         | 3. Resolution No. 2019-09 |
| 2. Planning Commission Staff Report | 4. Reduced Plans          |





CITY OF NATIONAL CITY - PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: PUBLIC HEARING – CONSIDERATION OF CERTIFICATION OF A NEGATIVE DECLARATION FOR THE ANNEXATION OF 2311 AND 2305 SWEETWATER ROAD; GENERAL PLAN AMENDMENT AND ZONE CHANGE FOR THE REZONING OF SAID PROPERTIES, IN ADDITION TO 3320, 3330, 3336 ORANGE STREET, IN ORDER TO CONSTRUCT A 5,500 COMMERCIAL CENTER; AND A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH BUSINESS.

Case File No.: 2017-13 GPA, ZC, CUP, IS

Assessor's Parcel No.: 563-252-12 through 14 and 563-252-23 & 28

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Muraoka Enterprises, Inc.

Property Owner: Muraoka Enterprises, Inc.

Land use designation: Low-Medium Density Residential

Zoning designation: Small Lot Residential/Small Lot Residential – pre-zone (RS-2)

Project size: 0.8 acres

Adjacent land use/zoning:

North: Single family residential / County of San Diego

East: 7-Eleven & Super 8 Motel / MXD-2 (Major Mixed-Use District)

South: Freeway interchange and Park & Ride / OS (Open Space)

West: Interstate 805 / OS

Environmental review: Negative Declaration

Staff Recommendation: Approve

## **BACKGROUND**

### Staff Recommendation

Staff recommends approval of the proposed General Plan Amendment, Zone Change, Annexation, and Conditional Use Permit (CUP), as well as certification of the associated Negative Declaration. The proposed development meets three General Plan Policies and one General Plan Goal related to Land Use, and would revitalize an existing under-utilized property.

### Executive Summary

The applicant is proposing to rezone and redevelop five single-family-zoned lots in order to construct a 5,500 square-foot commercial center with a drive-through business. Renderings for the project show a Starbucks coffee shop. In order to do so, the existing single-family zoning needs to be changed to mixed-use. Two of the properties are in the County of San Diego and would be annexed as part of this application. This type of change requires a General Plan Amendment to change the land use from Low-Medium Density Residential to Major Mixed-Use, and a Zone Change from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2). The amendment and zone change were initiated together by the Planning Commission on August 7, 2017. A drive-through business requires a CUP.

### Site Characteristics

The project site is comprised of five separate parcels located at 3320, 3330, and 3336 Orange Street in National City, along with 2311 and 2305 Sweetwater Road, which are located in the County of San Diego. The parcels are contiguous to one another and form the end of the block fronting on Sweetwater Road between Olive Street and Orange Street.

The City properties are zoned Small Lot Residential (RS-2) and the County properties are pre-zoned<sup>1</sup> as RS-2. All of the properties are considered *Low-Medium Density Residential* on the General Plan Land Use map. The whole project area is approximately 34,000 square feet in size, or roughly 0.8 acres, and is undeveloped with the exception of 2305 Sweetwater Road, which is developed with a single-family residence.

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<sup>1</sup> Properties within the City's sphere of influence but not within our jurisdictional boundaries are shown on the City's zoning map as being "pre-zoned". If annexed, the pre-zone becomes the actual zone.

Address	Jurisdiction	Size (ft <sup>2</sup> )	Zoning	Development
3320 Orange St	City of NC	7,405	RS-2	Vacant
3330 Orange St	City of NC	7,405	RS-2	Vacant
3336 Orange St	City of NC	9,583	RS-2	Vacant
2311 Sweetwater Rd	County of SD	5,227	RS-2 (pre-zone)	Vacant
2305 Sweetwater Rd	County of SD	4,356	RS-2 (pre-zone)	Single-family Residence

The property to be redeveloped has a current land use designation of Low-Medium Density Residential, which allows up to nine units per acre (six units in this case). The current zoning designation of RS-2 generally allows one single-family residence per lot, although accessory dwelling units (ADU) are also permitted.

Proposal

The applicant proposes to change the property zones from RS-2 to MXD-2 and to annex two parcels that are currently within the County of San Diego’s jurisdiction to be included within the City of National City. The applicant has provided a site plan showing a 5,500 square-foot commercial center with a drive-through Starbucks. A drive-through business requires a CUP, which is also part of this application. The MXD-2 zone allows a myriad of uses from mixed-use, to multi-family, to commercial use. The applicant sees the properties as more suited for a commercial use being that Sweetwater Road is an arterial street with direct freeway access.

In order to change the zoning to MXD-2, the Land Use designation would also need to be changed (General Plan Amendment). In this case, the *Low-Medium Density Residential* land use would need to be changed to *Major Mixed Use*. If the land use and zoning are changed, the two County properties would be considered as “pre-zoned” as the same zones, until such time as they were formally annexed into the City.

Analysis

When deciding to initiate a General Plan Amendment and Zone Change, the Planning Commission must take into account the surrounding land uses and neighborhood makeup, as well as consistency with the General Plan and other governing documents.

The surrounding area is varied in nature. The two properties adjacent to the north of the project site are low-density in nature. 3255 Olive Street is developed with a single-family residence and 3312 Orange Street is developed with a duplex. Directly opposite the project site, the four properties on the east side of Orange Street are developed with two single-family residences, a six-unit apartment, and a 7-Eleven respectively (from north to south). Uses beyond the 7-Eleven along Sweetwater Road are also commercial in nature. There are no land uses to the west and south except for mostly landscaped areas around the Interstate 805/State Route 54 interchange and a Park & Ride lot.

All of the commercial uses east of the project site are zoned MXD-2, the same zone as that being requested. Therefore, changing the zone to MXD-2 would result in a contiguous zoning district and not create any spot-zoning or incongruity issues. While there may be ancillary effects caused by the ultimate development (e.g. noise, glare), which will be addressed by the Conditions of Approval, most traffic will be on the periphery and should not impact adjacent residential neighborhoods. Traffic impacts are discussed later on in this report.

Potential development

If rezoned to MXD-2, possible uses under the future scenario include single uses, such as multi-unit residential or commercial use, or mixed use (residential and commercial). The general development standards for the MXD-2 zone are as follows:

Land Use	Max FAR*	Max. units	Height
Multi-unit residential	2.5	60	65 feet
Commercial	2.5	-	65 feet
Mixed-use	3.5	60	65 feet

\* Floor area ratio in relation to lot size

Under the current land use and zoning, a 0.8-acre parcel would yield approximately **six** units (12 if each lot has an ADU). If rezoned to MXD-2 (Major Mixed-Use District), as proposed by the applicant, the parcel could yield approximately **60** units, as the maximum residential density is 75 units per acre.

However, as mentioned above, the applicant is proposing a commercial shopping center with a drive-through Starbucks. The maximum floor area permitted in the MXD-2 zone is two-and-a-half times the lot size, which would be over 85,000 square feet.

However, this is impractical due to the amount of parking that would be required (300 plus spaces). The site plan submitted with this application shows approximately 5,500 square feet of commercial floor area and 27 parking spaces.

### Annexation

Since the pre-application phase of this project, staff has been in contact with the Local Agency Formation Commission (LAFCO), who is enumerated with the authority over the establishment of spheres of influence<sup>2</sup> and changes of organization for cities and special districts. As such, LAFCO approval would be required for annexation to the City of National City. With the understanding that National City would be proposing to adopt a Negative Declaration regarding the project's environmental review, LAFCO would assume the role of responsible agency under the California Environmental Quality Act (CEQA) for the associated reorganization with National City. A requirement for the applicant to complete the annexation process prior to the CUP being active is included as a condition of approval.

The proposed project includes approximately 0.22 acres of unincorporated territory located on the north side of Sweetwater Road between Orange Street and Olive Street (2311 and 2305 Sweetwater Road), within the National City sphere of influence. Annexation of the affected territory would involve concurrent detachments from County Service Area No. 135 (Regional Communications) and the Lower Sweetwater Fire Protection District, as the City would assume responsibility for those services following annexation.

### General Plan

There are several General Plan Policies that are pertinent to this proposal, specifically:

**Policy LU-1.2:** Concentrate commercial, mixed-use, and medium to high density residential development along transit corridors, at major intersections, and near activity centers that can be served efficiently by public transit and alternative transportation modes.

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<sup>2</sup> A sphere of influence is defined as a "plan for the probable physical boundaries and service area of a local government agency as determined by the [Local Agency Formation] Commission". Territory must be within a city or district's sphere in order to be annexed. For National City, this also includes Lincoln Acres.

**Policy LU-2.6:** Support development and redevelopment that creates jobs for all income levels.

**Policy LU-2.9:** Designate land for commercial, office, and service uses sufficient to meet future City needs.

The area is mostly vacant and prime for redevelopment. Changing the zone to MXD-2 in this location would be consistent with the General Plan, in that it concentrates mixed use development along a transit corridor (the 961 and 963 MTS bus routes stop at the 7-Eleven across the street), and potential commercial development would serve future City needs, as well as create jobs.

Furthermore, rezoning the property to MXD-2 would be consistent with General Plan Goal LU-2, which states as follows:

A mix of land uses including residential, commercial, employment, service, agricultural, open space, and recreational uses that accommodate the needs of persons from all income groups and age levels.

#### Conditional Use Permit

While the retail use would be a permitted use in the MXD-2 zone, should this application be approved, 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 for two local area Starbucks locations (24th Street and Hoover Avenue, and “L” Avenue and Plaza Blvd.). The maximum queuing, which was during the morning peak hour, was 15 vehicles. The driveway, as proposed, can accommodate approximately 11 vehicles. The design of the drive-through entrance is such that vehicles may only enter westbound from within the parking lot (via the eastern driveway, which is approximately 250 feet from Orange Street). Therefore, there would be room



on site to accommodate vehicle queuing, which would ensure no impact to adjacent City streets. This routing design is required as a condition of approval.

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 turning radius is within the parameters stated in the Code.

Design requirements for mixed-use projects of this type are fairly 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). Because the project focus is on the rezoning and drive-through design, architectural plans have not yet been provided, although architectural renderings (see attached Exhibit "B") are consistent with design guidelines. However conditions include compliance with all necessary Code requirements, including architectural design, site development, and landscaping. It should be noted that, if the zone change is approved, the development will be allowed by right (excepting the drive-through aisle, which is compliant as noted above), although compliance with the LUC will be determined through the building permit process.

#### Traffic

As currently developed, the property only generates 10-12 Average Daily Trips (ADT). With a maximum yield of six single-family residences plus ADUs, this number could be expected to reach approximately 130 ADT.

This segment of Sweetwater Road (I-805/Euclid Avenue to Valley Road) currently has an ADT rate of 27,000 and a capacity of 40,000 ADT. The segment operates at a current Level of Service (LOS) of C and is expected to operate at an LOS of D in 2030. According to trip generation rates published by the San Diego Association of Governments (SANDAG), a commercial strip of this size with a drive-through component would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project could therefore be reasonably expected to generate 621 additional ADT. This amount would not normally trigger any threshold for a focused traffic study or traffic impact analysis; however, a traffic impact assessment was conducted, which is summarized as follows:

*Per the applied regional significance thresholds and the analysis methodology presented in this report, the addition of project related traffic to the street system **would not result in significant direct or cumulative impacts** to study area intersections and street segments. Site access is satisfactory with two driveways, and enhanced by the existing two-way left-turn lane on Sweetwater Road that provides a refuge lane for turning vehicles... no issues with on-site circulation/queuing are expected given the [11]-position queuing drive-thru lane, and the average customer load anticipated given the proximity to five other Starbucks stores. Based on the above findings, no mitigation measures are required or proposed.*

#### Noise

Typical hours of operation for this type of business (drive-through Starbucks) are 4:00 a.m. to 12:00 a.m. daily. Noise issues related to drive-through businesses are usually related to vehicle queuing and ordering windows/speakers. Noise is not likely to be an issue given that the area is located close to Interstate 805 and State Route 54 and the ambient noise level is high. However, recent approvals for drive-through businesses have required noise-attenuating speakers at the ordering window. This type of speaker automatically adjusts its volume to compensate for ambient noise (streets, vehicles, etc.). Therefore, the volume is lower during quieter periods, such as at night. There is a condition requiring the noise-attenuating speakers.

#### CEQA

Impacts related to conversion of residential to commercial (mixed-use) zoning usually focus on noise, traffic, aesthetic, and neighborhood impacts. Noise and traffic are discussed above and were not noted to have any impacts. In the case of aesthetics, the proposed building would only be one story high, which would typically be lower than a single-family residence with a pitched roof. Because the design is conditioned to what has been proposed, no aesthetic impacts affecting neighboring residential properties are expected. Furthermore, because the properties are at the periphery of the nearby neighborhood and because almost all traffic will be entering from and exiting to Sweetwater Road, no other neighborhood impacts are expected. However, in order to analyze any potential impacts resulting from the development, a CEQA checklist (Initial Study) was prepared.

Based on the analyses presented in the attached CEQA checklist, it is concluded that the project: (a) would not have the potential to degrade the quality of the environment,

impact the habitat of a fish or wildlife species, cause fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory; (b) would not have impacts that are individually limited, but cumulatively considerable; and, (c) would not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly. No significant impacts to the environment, as a result of this project, have been identified. Approval of the project is not expected to have any significant impacts, either long-term or short-term, nor will it cause substantial adverse effects on human beings, either directly or indirectly. As such, it is expected that project implementation would have no impact with respect to these mandatory findings of significance. Because no mitigation is required, the CEQA document converts to a Negative Declaration (ND).

The City established a 20-day public review and comment period from April 29, 2019 to May 20, 2019. During this period, the CEQA checklist (Initial Study or "IS") was available for review. A Notice of Intent (NOI) for the ND was posted in three locations at City Hall and at the National City Public Library.

#### ND analysis

In the CEQA checklist, there are four possible impacts: "Potentially Significant Impact", "Less Than Significant w/ Mitigation Incorporation", "Less Than Significant Impact", and "No Impact". 17 of the 18 sections on the checklist had checkmarks for "No Impact". The remaining section (Greenhouse Gas Emissions) had a checkmark for "Less Than Significant Impact".

Greenhouse Gas Emissions (GHG) –The project's GHG emissions would occur over the short construction duration, and would consist primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related new vehicular trips and indirect source emissions, such as energy usage. The existing density in the area would allow up to 12 residential units (including accessory dwelling units), which could be expected to generate 130 average daily trips (ADT). The project, as proposed, would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project would therefore be reasonably expected to generate 621 additional ADT. This amount does not trigger any threshold for a focused traffic study or traffic impact analysis. As such, although the project would contribute to airborne pollutants, this project will have a less than significant impact on air quality.

Comments

The NOI elicited comments from LAFCO and the County of San Diego. Comments were related to specific verbiage to be included in the IS (LAFCO) and pre-construction requirements (County of San Diego). In addition, while they had no formal comments, Sweetwater Authority stated the need for consultation during the design review process due to water facilities in the vicinity of, or within, the project area. No other comments were received. County and Sweetwater Authority comments are included as conditions of approval.

Conditions of Approval

Standard Conditions of Approval for CUPs have been included in the staff report, as well as those addressing agency comments as discussed above. Standard Building Division, and Engineering and Fire department conditions are likewise included. Planning Division conditions are related to building permit requirements, site design, and architectural design. In addition, there is a condition requiring that the individual properties be merged or restricted through covenant to be held as one for the life of the project.

Summary

The subject property is mostly vacant and prime for redevelopment. In order for the applicant to develop the property in a manner that would provide the greatest community benefit, as well as achieve the highest and best use, the zoning would need to be changed. The project area is on the limits of a residential neighborhood and adjacent to other mixed-use-zoned commercial uses; therefore, no incongruity issues are expected if the area is rezoned. Potential development will meet several General Plan Policies related to Land Use. Staff is recommending approval of the development and associated permits.

**OPTIONS**

1. Approve 2017-13 GPA, ZC, CUP, IS subject to the attached conditions and based on the attached findings or findings to be determined by the Planning Commission; or
2. Deny 2017-13 GPA, ZC, CUP, IS based on the attached findings or findings to be determined by the Planning Commission; or,
3. Continue the item to a later date in order to obtain additional information.

**ATTACHMENTS**

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Site Photos
5. Applicant's Plans (Exhibits A and B, Case File No. 2017-13 GPA, ZC, CUP, IS, dated 4/23/2019)
6. Public Hearing Notice (Sent to 73 property owners and occupants)
7. CEQA Checklist and Negative Declaration
8. Resolutions



MARTIN REEDER, AICP  
Principal Planner



ARMANDO VERGARA  
Acting Deputy City Manager /  
Director of Community Development

**RECOMMENDED FINDINGS FOR  
CERTIFICATION OF THE NEGATIVE DECLARATION**

**2017-13 IS – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28**

1. That the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory, because the properties are previously developed and/or disturbed and there is no sensitive habitat on site.
2. That the project does not have impacts that are individually limited but cumulatively considerable, because the project is an infill development on a historically disturbed property. The area is surrounded by urban development. The existing improvements and development pattern can accommodate the project without causing any impacts to the environment or to existing services.
3. That the project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly, because the project is a low-intensity commercial development. As determined by the Initial Study for the project, both short and long term activities will have a less than significant impact on air quality.
4. The proposed project has been reviewed in compliance with CEQA for which a Negative Declaration (ND) has been prepared. The ND has determined that, the proposed project would not have a significant effect on the environment and that no mitigation is required.

**RECOMMENDED FINDING FOR APPROVAL  
OF THE GENERAL PLAN AMENDMENT AND ZONE CHANGE**

**2017-13 GPA, ZC – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28**

1. The proposed development is consistent with General Plan Land Use Policies LU-1.2, LU 2.6, and LU-2.9, and Goal LU-2, because the area is disturbed and or/developed, and is currently vacant and prime for development. Having a comprehensive commercial project in this area will contribute to the City's future zoning and land use designation requirements, as well as employment needs.

**RECOMMENDED FINDINGS FOR APPROVAL**  
**OF THE CONDITIONAL USE PERMIT**  
**2017-13 CUP – Sweetwater Annexation**  
**563-252-12 through 14 and 563-252-23 & 28**

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because drive-through businesses are identified as a conditionally-allowed use in the Major Mixed-Use District (MXD-2) zone, and the proposed drive-through aisle meets 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, 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. 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, because the property will be completely redeveloped and will provide enough parking spaces based on provisions outlined in the Land Use Code. In addition, the proposed drive-through aisle meets all requirements for such uses outlined in the Land Use Code, as discussed in the staff report.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the project is expected to generate approximately 621 additional average daily trips, which can be accommodated by existing road network. Sweetwater Road in this location is currently operating at an LOS of C (passing), and is calculated by the provided traffic impact analysis to continue to have a passing LOS (D) after construction.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the project area is on the periphery of a mixed-density neighborhood and will not contribute to a significant increase in traffic in said neighborhood, and because a condition requiring the use of noise-attenuating speakers is included. In addition, the new business will be a benefit the public interest by providing job opportunities.

**RECOMMENDED FINDING FOR DENIAL**  
**OF THE GENERAL PLAN AMENDMENT AND ZONE CHANGE**

2017-13 GPA, ZC – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28

1. The proposed development is not consistent with the General Plan, because the proposed development will result in a reduction in existing and potential housing units, which is inconsistent with the City's Housing Element.

**RECOMMENDED FINDINGS FOR DENIAL**  
**OF THE CONDITIONAL USE PERMIT**

2017-13 CUP – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28

1. The design, location, size, and operating characteristics of the proposed activity would not be compatible with the existing and future land uses in the vicinity, because the proposed use will have impacts related to noise, glare, and aesthetics directed at the mostly residential land uses nearby
2. The site is not physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the project is expected to generate approximately 621 additional average daily trips, which will result in a project horizon LOS of D which, while a passing LOS, will compound future road conditions resulting in possible lower service levels.
3. 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 the project area is on the periphery of a mixed-density neighborhood and will contribute to an increase in traffic in said neighborhood, and noise due to queuing vehicles and the ordering speaker.



## RECOMMENDED CONDITIONS OF APPROVAL

2017-13 GPA, ZC – Sweetwater Annexation  
563-252-12 through 14 and 563-252-23 & 28

### General

1. This *General Plan Amendment, Zone Change, and Conditional Use Permit* authorizes a 5,500 commercial strip center with a drive-through coffee shop and 27 parking spaces located at 3320, 3330, and 3336 Orange Street, and 2305 and 2311 Sweetwater Road. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibits A and B, Case File No. 2017-13 GPA, ZC, CUP, IS, dated 4/23/2019).
2. This *General Plan Amendment, Zone Change, and Conditional Use Permit* shall not become effective until the Negative Declaration associated with the project has been certified and the Notice of Determination filed.
3. This *Conditional Use Permit* shall not become effective until the General Plan Amendment and Zone Change have been approved, and the post-entitlement annexation process with the Local Agency Formation Commission (LAFCO) has been completed.
4. The MXD-2 zone designation must be in place for two years from the date of annexation unless findings are made by the City Council that a change within two years is appropriate based on special circumstances outlined in Government Code Section 56375.
5. Before this *General Plan Amendment, Zone Change, and Conditional Use Permit* shall become effective, the applicant and/or 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 General Plan Amendment, Zone Change, and 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 *General Plan Amendment, Zone Change, and 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.

6. *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.** The current fee to record the Notice of Determination for a Negative Declaration is \$2,354.75, but may be subject to change.

#### Building

7. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Engineering

8. The Priority Project Applicability 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 Department. 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.
9. 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.
10. 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.
11. 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 be 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.

12. 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.
13. 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.
14. All existing and proposed curb inlets on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
15. 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 six inches in diameter with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
16. 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.
17. 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.
18. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced.
19. 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.

20. 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, and 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.
21. 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.
22. 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.
23. A title report shall be submitted to the Engineering Department, after the City Council approval, for review of all existing easements and the ownership at the property.
24. 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.
25. 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.
26. The developer shall bond for the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the beginning of construction.
27. SUSMP documentation, as necessary, must be submitted and approved.

#### Fire

28. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA), and the current edition of the California Code of Regulations at the time of plan submittal.

#### Planning

29. The five individual properties shall either be merged or restricted through covenant to be held as one for the life of the project. The merger or restrictive covenant shall be completed or in place prior to issuance of grading or building permits. If the developer elects to record a restrictive covenant, the document shall be approved as to form by the City Attorney and recorded with the San Diego County Recorder.

30. Access to the drive-through aisle shall only be westbound from Orange Street. No eastbound access from the westerly driveway on Sweetwater Road to the drive-through is permitted.
31. 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.
32. Plans submitted for construction shall conform to minimum turning radius requirements for drive-through businesses unless the City Engineer approves a lesser radius.
33. 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.
34. 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).
35. Plans submitted for construction shall comply with the guidelines stated in Land Use Code Section 18.42.050 (Commercial and institutional building design standards).
36. 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.

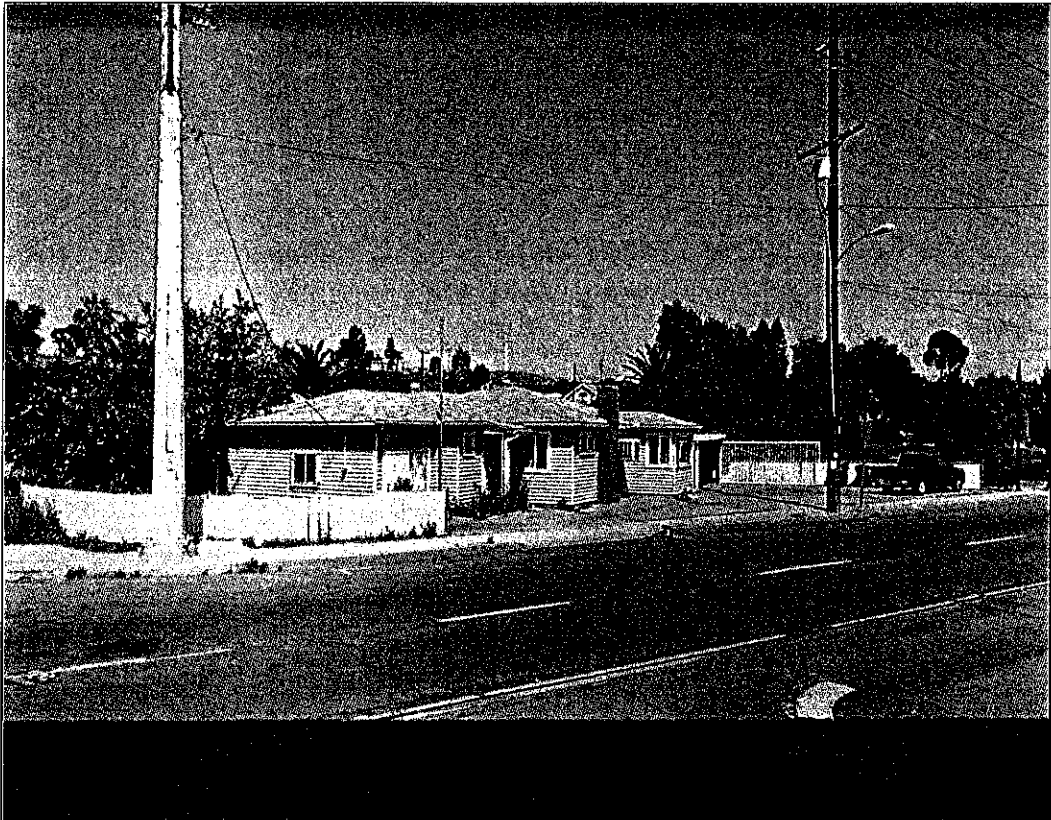
#### Sweetwater Authority

37. There are existing water facilities in the vicinity of, or within, the parcels affected by the project, including two monitoring stations, water meters, and service laterals. The applicant shall coordinate with Sweetwater Authority regarding the existing water facilities as part of the design review/building permit process.
38. The Owner must submit a letter to the Authority from the National City Fire Department stating fire flow requirements. Based on this requirement, this project may result in the need for new water systems or substantial alteration to the existing water system.
39. An approved backflow prevention assembly is required for water services serving commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the

Standard Specifications for Construction of Water Facilities. Existing services in conflict with the project must be abandoned and/or relocated at the Owner's expense.

County of San Diego

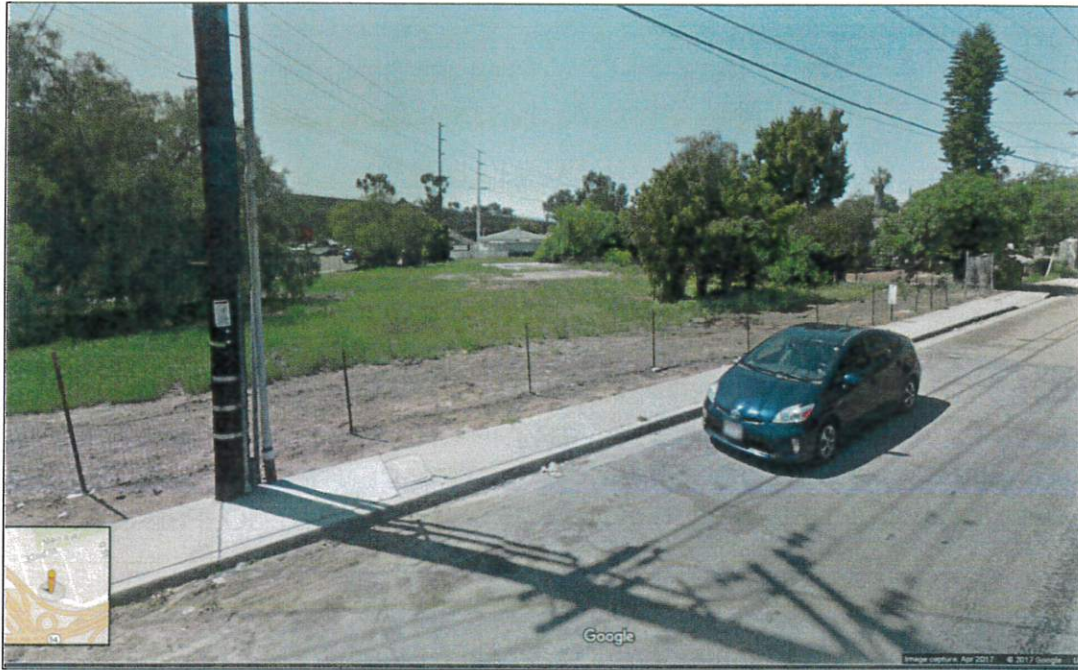
40. As part of the County of San Diego's ongoing effort to improve road surfaces in the unincorporated County, Sweetwater Road was recently resurfaced in February 2019, and Orange Street is tentatively scheduled for resurfacing in July 2019. As such, cutting into the pavement within three years would conflict with the County's Pavement Cut Policy to minimize excavation on new road surface treatments. The applicant shall coordinate with the County Department of Public Works and the National City Engineering Department prior to any modification of the County's maintained roads.
41. The project could potentially generate stormwater impacts to the County's municipal storm sewer system (MS4) and to adjacent private parcels located in the unincorporated County. Therefore, the project should consider the following items:
  - a. Compliance with the San Diego Municipal Storm Water Permit Order No. R9-2013- 0001, (as amended by Order Nos. R9-2015-0001 and R9-2015-0100). The Project may consider implementing permanent Site Design, Source Control, Pollutant Control, and Hydromodification Management in accordance with the County's Best Management Practices (BMPs) Design Manual.
  - b. Construction BMPs and associated plans for conformance with the County of San Diego's Grading Ordinance, Watershed Protection Ordinance and State of California's Construction General Permit.
42. It appears there is a potential impact to the San Diego County Sanitation District's (District) gravity sewer line. The project scope is adjacent to the District sewer line.
  - a. The project applicant will need to conduct an analysis of potential impacts to the District's existing sewer infrastructures. This analysis must be submitted to the District for review and approval.
43. The two properties located in the unincorporated County (2311 and 2305 Sweetwater Rd) proposed to be annexed into the City's jurisdiction, are currently being served by the District's Spring Valley Service Area. The property owner shall verify with the San Diego Local Agency Formation Commission (LAFCO) if sewer services can be provided by the City. Once the annexation is approved and recorded by LAFCO, the associated existing residential wastewater discharge sewer permits will be voided by the District. The property owner shall contact the City for sewer service. This may require future coordination between the two agencies. For additional information, please contact Carolina Delgado at (858) 694-2663 or [Carolina.Delgado@sdcounty.ca.gov](mailto:Carolina.Delgado@sdcounty.ca.gov).



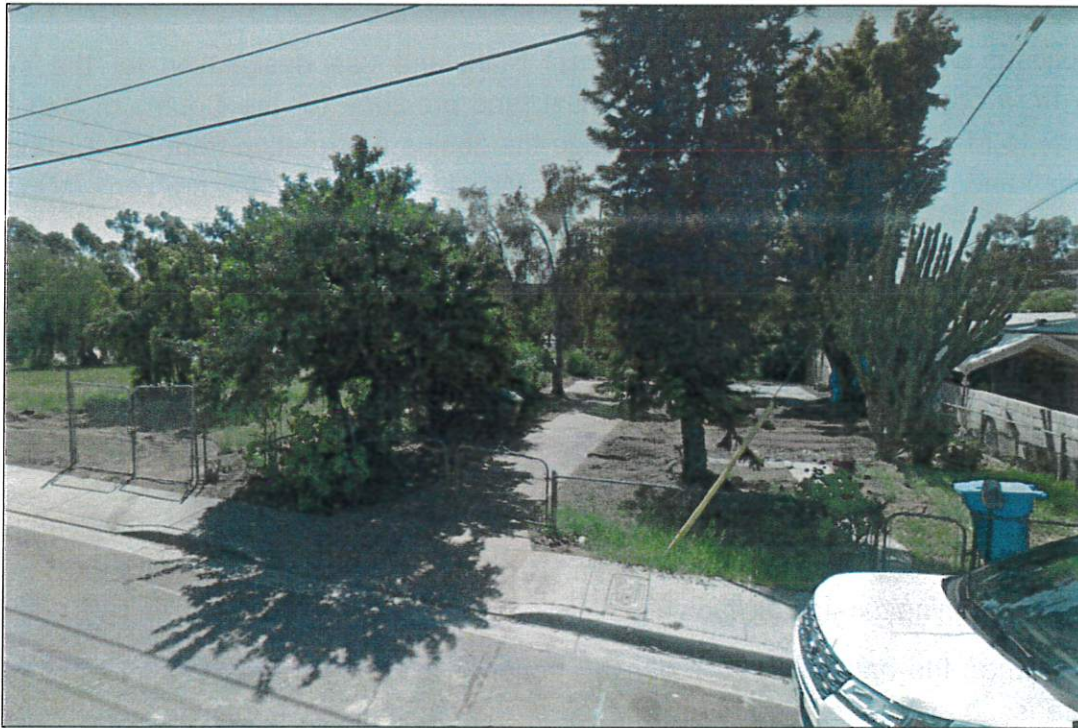
Existing residence looking northeast from Sweetwater Road



Looking northwest from East 16<sup>th</sup> Street



Looking west from Orange Avenue



Looking southwest from Orange Avenue





CITY OF NATIONAL CITY - PLANNING DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONSIDERATION OF CERTIFICATION OF A NEGATIVE DECLARATION FOR A  
GENERAL PLAN AMENDMENT, ZONE CHANGE, ANNEXATION,  
AND CONDITIONAL USE PERMIT FOR THE REZONING OF PROPERTY AT  
3320, 3330, 3336 ORANGE STREET AND 2311 AND 2305 SWEETWATER ROAD;  
AND ANNEXATION FOR THE PROPERTIES AT 2311 AND 2305 SWEETWATER ROAD  
INTO THE CITY OF NATIONAL CITY IN ORDER TO CONSTRUCT A  
5,500 SQUARE-FOOT COMMERCIAL STRIP CENTER, INCLUDING A  
CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH COFFEE SHOP.

CASE FILE NO.: 2017-13 GPA, ZC, CUP, ANNEX, IS  
APN: 563-252-12 through 14 and 563-252-23 & 28

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, June 3, 2019**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request (Applicant: Muraoka Enterprises, Inc.).

The applicant wishes to amend the General Plan land use designation for the subject property from Low-Medium Density Residential (and pre-zone for the County of San Diego properties) to Major Mixed-Use, and to change the zoning designation from RS-2 (Small Lot Residential) and pre-zone RS-2 to MXD-2 (Major Mixed-Use District) and pre-zone (MXD-2) in order to develop a 5,500 square-foot commercial strip center including a drive-through coffee shop. The coffee shop would be 1,500 square feet in size with the remaining 4,000 square feet being specialty retail. Once the rezoning is in place, the two properties at 2311 and 2305 Sweetwater Road are proposed to be annexed into the City of National City. In addition, the National City Municipal Code requires a Conditional Use Permit (CUP) for drive-through businesses.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Department on or before 12:00 p.m., **June 3, 2019**, who can be contacted at 619-336-4310 or [planning@nationalcityca.gov](mailto: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

ARMANDO VERGARA  
Acting Deputy City Manager

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
INITIAL STUDY CHECKLIST**

**CITY OF NATIONAL CITY**  
Planning Department  
1243 National City Boulevard  
National City, CA 91950

**1. PROJECT TITLE/PROJECT #:** 2017-13 GPA, ZC, CUP, ANNEX - General Plan Amendment and Zone Change for the rezoning of property at located at 3320, 3330, 3336 Orange Street (City of National City) and 2311 and 2305 Sweetwater Road.(County of San Diego), annexation for the properties at 2311 and 2305 Sweetwater Road into the City, in order to construct a 5,500 square-foot commercial strip center, and Conditional Use Permit for a drive-through coffee shop.

**2. LEAD AGENCY:** City of National City  
Planning Department  
1243 National City Boulevard  
National City, CA 91950

**Contact:** Martin Reeder, AICP – Principal Planner  
**Phone:** (619) 336-4313

**3. PROJECT LOCATION:** North side of Sweetwater Road between Orange Street and Olive Street, National City, CA 91950

**4. PROJECT PROPONENT:** Muraoka Enterprises, Inc.t

**5. ZONING DESIGNATION:** Small Lot Residential (RS-2) – City of National City and pre-zone (RS-2) – County of San Diego properties

**6. PROJECT DESCRIPTION:** The applicant wishes to amend the General Plan land use designation to change the subject property from Low-Medium Density Residential (and pre-zone for the County of San Diego properties) to Major Mixed-Use, and to change the zoning designation from RS-2 (Small Lot Residential) and pre-zone RS-2 to MXD-2 (Major Mixed-Use District) and pre-zone (MXD-2) in order to develop a 5,500 square-foot commercial strip center including a drive-through coffee shop. The coffee shop would be 1,500 square feet in size with the remaining 4,000 square feet being specialty retail. Once the rezoning is in place, the two properties at 2311 and 2305 Sweetwater Road are proposed to be annexed into the City of National City. In addition, the National City Municipal Code requires a Condition Use Permit (CUP) for drive-through businesses. Local Agency Formation Commission (LAFCO) approval will be required for the proposed annexation to the City.

**7. SURROUNDING LAND USES AND SETTING:** The project site is comprised of five separate parcels located at 3320, 3330, and 3336 Orange Street in National City, along with 2311 and 2305 Sweetwater Road, which are located in the County of San Diego. The parcels are contiguous to one

another and form the end of the block fronting on Sweetwater Road between Olive Street and Orange Street. The affected territory is within the National City sphere of influence.

The City properties are zoned Small Lot Residential (RS-2) and the County properties are pre-zoned as RS-2. All of the properties are considered *Low-Medium Density Residential* on the General Plan Land Use map. The whole project area is approximately 34,000 square feet in size, or roughly 0.8 acres, and is undeveloped, with the exception of 2305 Sweetwater Road, which is developed with a single-family residence. The lots located at 3320 Orange Street and 2311 Sweetwater Road were previously developed with single-family residences since demolished.

**8. OTHER AGENCIES WHOSE APPROVAL MAY BE REQUIRED (AND PERMITS NEEDED):** San Diego Local Agency Formation Committee (LAFCO), County of San Diego.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” or is “Potentially Significant Unless Mitigated,” as indicated by the checklist on the following pages.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Aesthetics               | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources     | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology / Soils                    |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials      | <input type="checkbox"/> Hydrology / Water Quality          |
| <input type="checkbox"/> Land Use / Planning      | <input type="checkbox"/> Mineral Resources                  | <input type="checkbox"/> Noise                              |
| <input type="checkbox"/> Population / Housing     | <input type="checkbox"/> Public Services                    | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Transportation / Traffic | <input type="checkbox"/> Utilities / Service Systems        | <input type="checkbox"/> Mandatory Findings of Significance |

**DETERMINATION:**


(To be completed by the Lead Agency)

On the basis of this Initial Evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. **A MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

I find that the proposed project **MAY** have a significant effect(s) on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “potentially significant impact” or is “potentially significant unless mitigated.” An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effect that remains to be addressed.



Signature  	Date  May 22, 2019
Printed Name: Martin Reeder, AICP	Title: Principal Planner

**EVALUATION OF ENVIRONMENTAL IMPACTS:**

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to the project. A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards.
2. All answers must take account of the whole action involved. Answers should address off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less than Significant w/ Mitigation Incorporated” applied where the incorporation of a mitigation measure has reduced an effect from “Potentially Significant Impact” to “Less than Significant Impact”. The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). References to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whichever format is selected.
9. The explanation of each issue should identify:
  - a) The significance criteria or threshold, if any, used to evaluate each question; and

- b) The mitigation measure identified, if any, to reduce the impact to less than significance.

**ISSUES with Supporting Documentation & Sources**

**I – AESTHETICS** - Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Substantially degrade the existing visual character or quality of the site and its surroundings? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime Views in the area? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The project site is a flat vacant lot in a disturbed state. One lot is developed with a single-family residence, with two lots having had previous single-family residences since demolished. The pad foundations for the two previous homes are still located on site. The remaining lots have historically been unpaved and used for recreation and personal vehicle parking. The property is surrounded by existing urban development, including single-family residences, a duplex, a six-unit apartment, and a 7-Eleven respectively. Uses beyond the 7-Eleven to the east along Sweetwater Road are also commercial in nature. There are no land uses to the west and south except for mostly landscaped areas around the Interstate 805/State Route 54 interchange, which is higher than the project site. There are no scenic vistas or resources in the area that would be affected by the project. The existing visual character is low due to the existing mixed residential and commercial development uses nearby, as well as the freeway interchange. The design of the development would include compliance with all lighting design standards in the Municipal Code, which will ensure no light or glare impacts on adjacent properties.

**II – AGRICULTURE AND FORESTRY RESOURCES**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation & Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

Would the project:

- |  |                          |                          |                          |   |
|--|--------------------------|--------------------------|--------------------------|---|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (Sources: 1, 2, 3, 7) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (Sources: 1, 2, 3, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

The City of National City does not contain farmland or agricultural resources, forest land, nor any land zoned for agricultural use. In addition, the properties in the County of San Diego are not designated for farming, agriculture, or forestry. Although the County RU (Residential Urban) zoning designation does allow such uses with the issuance of a Minor Use Permit, no such uses or permits are in place, or Williamson Act contracts entered into, for the two County of San Diego properties. As such, approval of this project will have no impact on such lands or resources.

**III – AIR QUALITY**

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (Sources: 1, 2, 3, 4,7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Expose sensitive receptors to substantial pollutant concentrations? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Create objectionable odors affecting a substantial number of people? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The City does not have any applicable air quality plan or standards that would apply in this case. Air quality is under the purview of the San Diego County Air Pollution Control District. The County of San Diego and National City are in attainment for all California Clean Air Act (CCAA) pollutants with the exception of ozone. Approval of this project will not conflict with or obstruct the implementation of the San Diego County Regional Air Quality Strategy (RAQS) to manage air quality in our region. The existing density in the area would allow up to 13 residential units (including accessory dwelling units), which could be expected to generate 130 average daily trips (ADT). The project, as proposed, would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project would therefore could be reasonably expected to generate 621 additional ADT. This amount does not trigger any threshold for a focused traffic study or traffic impact analysis. As such, overall, approval of this project will have a less than significant impact on air quality.

**IV – BIOLOGICAL RESOURCES**

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Sources: 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (Sources: 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

- |   |                          |                          |                          |   |
|---|--------------------------|--------------------------|--------------------------|---|
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Sources: 6) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Sources: 5)                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Sources: 1)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Sources: 1)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

The project site is in a previously disturbed state. One lot is developed with a single-family residence, with two lots having had previous single-family residences since demolished. The pad foundations for the two previous homes are still located on site. The remaining lots have historically been unpaved and used for recreation and personal vehicle parking. The site contains no native or non-native vegetation. Also, no jurisdictional wetlands, other sensitive habitat, or sensitive species are located on the property; and data provided by the U.S. Fish & Wildlife Service indicate the proposed project site contains no jurisdictional wetlands or jurisdictional waters of U.S. or state-defined streambeds.

The project site is located completely within an urbanized area, surrounded by development and contains no sensitive habitats or biological resources that are protected by local policies or ordinances. There are also no adopted habitat conservation plans within the City of National City.; therefore, the proposed development would have no impact on biological resources.

**V – CULTURAL RESOURCES**

Would the project:

- |  | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|--|--------------------------------|---|------------------------------|-----------|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? (Sources: 3) | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | X         |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5? (Sources: 3)      | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | X         |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Sources: 3)           | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | X         |
| d) Disturb any human remains, including those interred outside of formal cemeteries? (Sources: 3)                              | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | X         |

No historical or archaeological resources as defined in Section 15064.5 are known to exist on the proposed project site. The whole project site is previously developed or otherwise disturbed and no land in its natural state remains.

State and federal law requires that if any cultural resources are found during construction, work is to stop and the lead agency and a qualified archaeologist be consulted to determine the importance of the find and its



appropriate management. In the event of the accidental discovery or recognition of any human remains during construction, the applicant is required take all appropriate steps as required by relevant federal, state, and local laws. Therefore, the proposed project would not result in a significant impact to cultural resources.

**VI – GEOLOGY AND SOILS**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
ii) Strong seismic ground shaking? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
iii) Seismic-related ground failure, including liquefaction? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
iv) Landslides? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Result in substantial soil erosion or the loss of topsoil? (Sources: 2, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (Sources: 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

California Geological Survey information indicates the site is not located within an Alquist-Priolo Special Studies Zone, and there are no known active or potentially active faults that intercept the project site; therefore, the potential for ground rupture at this site is considered low. The nearest active fault to the site is the La Nacion Fault, located approximately a mile to the northeast. Accordingly, the site is not considered to possess a significantly greater seismic risk than that of the surrounding area in general. The site is not within an area susceptible to landslides and not within a fault zone, slide prone area or an area susceptible to liquefaction; therefore there is no impact or increased exposure to landslides due to the proposed project.

It should be recognized that Southern California is an area that is subject to some degree of seismic risk and that it is generally not considered economically feasible nor technologically practical to build structures that are totally resistant to earthquake-related hazards. Construction in accordance with the minimum requirements of the Uniform Building Code should minimize damage due to seismic events. Due to the number and nature of the active and non-active fault lines within the southern California region, it cannot be known when earthquakes will occur; therefore, there is a less than significant impact.

The property is flat in nature and all design and construction will require conformance with City’s stormwater ordinance and grading regulations. Therefore, there is no impact or increased substantial erosion due to the proposed project.

The proposed project site would have traditional sewer laterals, which will connect with the existing sewer system that serves the City. There would be no use of septic tanks or alternative waste water disposal systems; therefore, no impact.

**VII – GREENHOUSE GAS EMISSIONS**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Sources: 1, 7, 10, 11)	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Sources: 1,10, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

GHG emissions contribute, on a cumulative basis, to the significant adverse environmental impacts of global climate change. No single project could generate enough GHG emissions to noticeably change the global average temperature. The combination of GHG emissions from past, present, and future projects contributes substantially to the phenomenon of global climate change and its associated environmental impacts and as such is addressed only as a cumulative impact. The project’s GHG emissions would occur over the short construction duration, and would consist primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related new vehicular trips and indirect source emissions, such as energy usage. The existing density in the area would allow up to 13 residential units (including accessory dwelling units), which could be expected to generate 130 average daily trips (ADT). The project, as proposed, would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project would therefore could be reasonably expected to generate 621 additional ADT. This amount does not trigger any threshold for a focused traffic study or traffic impact analysis. As such, overall, approval of this project will have a less than significant impact on air quality. As such, although the project would contribute to airborne pollutants, this project will have a less than significant impact on air quality.

California has adopted several policies and regulations for the purpose of reducing GHG emissions. On December 11, 2008, CARB adopted the AB 32 Scoping Plan to achieve the goals of AB 32 that establishes an overall framework for the measures that will be adopted to reduce California’s GHG emissions. The proposed project is subject to compliance with AB 32, which is designed to reduce statewide GHG emissions to 1990 levels by 2020.

In addition, in 2012 the City of National City adopted its Climate Action Plan and associated targets to reduce GHG emissions by 15 percent below 2005/2006 levels by 2020, with additional reductions by 2030. Some of the primary provisions of the Climate Action Plan are to promote greater density and infill development, water conservation, energy efficiency, and waste reduction strategies. The proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG emissions, as contained in the Climate Action Plan. Based on the above, therefore no impact.

**VIII – HAZARDS & HAZARDOUS MATERIALS**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
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- |   |                          |                          |                          |   |
|---|--------------------------|--------------------------|--------------------------|---|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Sources: 1)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Sources: 1)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Sources: 1)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Sources: 1)                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (Sources: 1) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (Sources: 1)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Sources: 1)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (Sources: 1)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

The proposed project is a 5,500 square-foot commercial strip center located completely within an urbanized area, surrounded by a mix of residential and commercial development near a freeway interchange. No transport, use, or disposal of hazardous materials is expected. A commercial strip center with specialty retail and a drive-through coffee shop will likewise not cause any reasonably foreseeable upset or accident condition involving the release of hazardous materials into the environment.

The project is not expected to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste in general, and is not within one-quarter mile of an existing or proposed school. The site is mostly vacant and has previously been developed. Furthermore, it is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. As a result the project would not create a significant hazard to the public or the environment. Therefore, there would be no impact.

There is no adopted emergency response plan or emergency evacuation plan in the City, although there are local considerations that are included as appendices to the Unified San Diego County Emergency Services Organization approved Annex Q of the Operational Area Emergency Plan. The project does not conflict with any of the considerations or plans in the Area Emergency Plan, thus no conflict.

The site is not on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5; There are no airports or airstrips in the vicinity; the project would not interfere with an adopted emergency response plan or emergency evacuation plan; and the project is not adjacent to any wildlands or land subject to wildland fires; therefore there would not be any significant risk of loss, injury or death involving wildfires. Therefore, there is no impact.

**IX – HYDROLOGY / WATER QUALITY**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (Sources: 1, 3, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) Otherwise substantially degrade water quality? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
j) Inundation by seiche, tsunami, or mudflow? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The project will be subject to water quality and discharge requirements through the City’s Jurisdictional Runoff Management Plan (JRMP). Design of the project will require compliance with all storm water handling, storage, drainage, and hydromodification regulations. The property is not located within a 100-year flood hazard area or an area influenced by any levee or dam failure, seiche, tsunami, or mudflow; therefore, no impact.

**X – LAND USE AND PLANNING**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
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- |  |                          |                          |                          |   |
|--|--------------------------|--------------------------|--------------------------|---|
| a) Physically divide an established community? (Sources: 1, 2, 3, 8)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (Sources: 1, 2, 6, 15) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (Sources: 1, 2, 8)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

The surrounding area is varied in nature. The two properties adjacent to the north of the project site are low-density in nature. 3255 Olive Street is developed with a single-family residence and 3312 Orange Street is developed with a duplex. Directly opposite the project site, the four properties on the east side of Orange Street are developed with two single-family residences, a six-unit apartment, and a 7-Eleven respectively (from north to south). Uses beyond the 7-Eleven along Sweetwater Road are also commercial in nature. There are no land uses to the west and south except for mostly landscaped areas around the Interstate 805/State Route 54 interchange. Lincoln Acres, located to the north, is an unincorporated community of San Diego County and is zoned as RU or Residential Urban. The area between the project area to the south and La Vista Cemetery to the north is predominantly single-family in nature. There is no connection between the developments and development of the site would not physically impact the existing community due to being at the periphery of the community to the north. Therefore, there would be no impact to established communities.

While the request includes a zone change and general plan amendment, the project would be a commercial use in an area of other commercial uses. The zone change and amendment would allow for a resident and visitor-serving commercial strip center on the perimeter of a residential area near a freeway interchange. Zoning to the east of the property is also commercial (mixed-use) in nature. The use would be allowed (conditionally-allowed in the case of the drive-through business) in the MXD-2 zone and consistent with both the General Plan and the Land Use Code; therefore, there would be no conflict with said plans. The Local Coastal Plan is not applicable to this area.

The proposed project includes approximately 0.22 acres of unincorporated territory located on the North side of Sweetwater Road between Orange Street and Olive Street (2311 and 2305 Sweetwater Road), within the National City sphere of influence. Annexation of the affected territory would involve concurrent detachments from County Service Area No. 135 (Regional Communications) and the Lower Sweetwater Fire Protection District, as the City of National City would assume responsibility for those services following annexation.

The Local Agency Formation Commission (LAFCO) is enumerated with the authority over the establishment of spheres of influence and changes of organization for cities and special districts. As such, LAFCO approval would be required for annexation to the City of National City. With the understanding that National City would be proposing to adopt a Negative Declaration regarding the project's environmental review, LAFCO would assume the role of responsible agency under CEQA for the associated reorganization with National City.

The two unincorporated properties have a County of San Diego zoning designation of *Urban Residential* (RU). This designation is applied to areas where adequate levels of public services are available. The existing residential use is a conforming use. The properties are pre-zoned as *Small Lot Residential* (RS-2) on the City's Zoning Map. 2305 Sweetwater Road is currently developed with a single-family residence. 2311 Sweetwater Road was previously developed with a single-family residence, but it has since been demolished. The lot remains vacant.

There are no applicable habitat conservation plan or natural community conservation plans in the City or County in this location, therefore no impact.

**XI – MINERAL RESOURCES**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The project site is located completely within an urbanized area and surrounded by development. The site contains no known mineral resources on the proposed project site or delineated on a local plan for the site; therefore, there is no impact to mineral resources.

**XII – NOISE**

Would the project result in:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The proposed project area is in an urbanized area and is a residential use in an area of mixed residential and commercial development. The use is not expected to exceed the ambient noise in this area. Sweetwater Road in this location is a four-lane arterial street with a current ADT of 27,000. In addition, the area is immediately adjacent to the interchange of Interstate 805 and State Route 54. The General Plan Noise Element current noise levels are at least 65 decibels. The drive-through portion of the project would be subject to a Conditional Use Permit (CUP), which would have conditions for noise-attenuating speakers at the ordering window. This type of speaker automatically adjusts its volume to compensate for ambient noise (streets, vehicles, etc.). Therefore, the volume is lower during quieter periods, such as at night. This has been a standard condition on this type of CUP and would be case should an application be processed. Furthermore, the location of the proposed

ordering area is on the property line opposite of the nearest residential property. Finally, the project is subject to the limitations contained in the City's Noise Ordinance; therefore, no impacts are expected.

The associated construction on the project site would create temporary noise impacts. Modern construction equipment, properly used and maintained, should not exceed the noise limits contained in the City's Noise Ordinance. All noise generated by the project would be required to comply with the City's Noise Ordinance and be limited to specific hours of operation. No significant impact from the project would occur.

The proposed project site is not located within an airport land use plan or within two miles of a public use airport or private airstrip; therefore, there is no impact to those people working on the project site.

**XIII – POPULATION AND HOUSING**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The property is currently developed with one single-family residence, which is unoccupied. While the residence is likely able to be occupied, the demolition of the home would not displace a substantial amount of housing or people. The proposed commercial use would cater equally to visitors and area residents, thus not inducing a substantial population increase. Therefore, there will be no impact.

**XIV – PUBLIC SERVICES**

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection? (Sources: 1, 3, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Police protection? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Schools? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

Parks? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Other public facilities? (Sources: 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The proposed project would not result in adverse impacts to public services. The affected territory is within Lower Sweetwater Fire Protection District (FPD) for fire protection services and a concurrent detachment from the FPD is required with annexation to the City. The Lower Sweetwater FPD contracts with National City for fire protection services, therefore detachment from the FPD will not affect the fire service arrangement to the affected territory. The project area will be served by the National City Fire and Police Department. The closest Fire Station is approximately a one mile away on Euclid Avenue, and the Police Station at 12<sup>th</sup> Street and National City Boulevard is three miles away. Typical response time for this area would not be adversely impacted, as plans do not involve changes to public streets adjacent to the site and since plans include retaining emergency access throughout the project area. Also, the development will generate impact fees specifically stated for public services that will supplement any additional requirements brought about by the development; therefore, there is no significant impact. Park and school fees will also be paid as part of the development to offset any increase in need generated by the project, thus no impact.

**XV – RECREATION**

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Sources: 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

Parks and schools would not be impacted, as there are none in the area and no increase in population that would add to school attendance or park use would occur, thus no impact.

**XVI – TRANSPORTATION AND TRAFFIC**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (Sources: 1, 2, 3, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X



highways? (Sources: 1, 2, 3)

- |  |                          |                          |                          |   |
|--|--------------------------|--------------------------|--------------------------|---|
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (Sources: 1, 2, 3, 7)                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Sources: 1, 2, 3, 7)                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Result in inadequate emergency access? (Sources: 1, 2, 3, 7)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (Sources: 1, 2, 3, 7) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

There are no plans, ordinances, or policies that measure circulation system current effectiveness or performance, thus no impact. There is also no congestion management program that the project would conflict with. Lastly, there are no established air traffic patterns in the area that would be affected by the project; there is no restricted airspace over National City. Therefore there is no impact.

This segment of Sweetwater Road (I-805/Euclid Avenue to Valley Road) currently has an ADT rate 27,000 and a capacity of 40,000 ADT. The segment operates at a current Level of Service (LOS) of C and is expected to operate at an LOS of D in 2030. According to trip generation rates published by the San Diego Association of Governments (SANDAG), a commercial strip of this size with a drive-through component would generate approximately 1,390 ADT, 639 of which would be pass-by trips. The project could therefore be reasonably expected to generate 621 additional ADT. This amount would not normally trigger any threshold for a focused traffic study or traffic impact analysis. The traffic analysis summarized as follows:

*Per the applied regional significance thresholds and the analysis methodology presented in this report, the addition of project related traffic to the street system would not result significant direct or cumulative impacts to study area intersections and street segments.*

*Site access is satisfactory with two driveways, and enhanced by the existing two-way left-turn lane on Sweetwater Road that provides a refuge lane for turning vehicles... no issues with on-site circulation/queuing are expected given the [nine]-position queuing drive-thru lane, and the average customer load anticipated given the proximity to five other Starbucks stores. Based on the above findings, no mitigation measures are required or proposed.*

A queuing study was performed for two local area Starbucks locations (24<sup>th</sup> Street and Hoover Avenue, and "L" Avenue and Plaza Blvd. The maximum queuing, which was during the morning peak hour, was 15 vehicles. The driveway, as proposed, can accommodate approximately 11 vehicles. The design of the drive-through entrance is such that vehicles may only enter westbound from within the parking lot (via the eastern driveway, which is approximately 250 feet from Orange Street). Therefore, there would be room on site to accommodate vehicle queuing, which would ensure no impact to adjacent City streets.

No change in road design is proposed which would cause a safety risk or hinder emergency access. The project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities, as there are no such activities existing or planned in this area, thus no impact.

**XVII – UTILITIES AND SERVICE SYSTEMS**

Potentially      Less Than      Less Than      No

Would the project:	Significant Impact	Significant w/ Mitigation Incorporation	Significant Impact	Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Sources: 1, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Sources: 1, 12, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Sources: 1, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (Sources: 1, 13, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
g) Comply with federal, state, and local statutes and regulations related to solid waste? (Sources: 1, 13, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The proposed project would be designed and constructed using Best Management Practices (BMPs) to appropriately handle wastewater and not exceed wastewater treatment requirements of the San Diego Regional Water Quality Control Board; therefore, there is no impact.

The affected territory is located within the Sweetwater Authority for water service. The Sweetwater Authority is a Joint Powers Authority (JPA) of the City of National City and the South Bay Irrigation District; therefore, annexation to National City will not require a concurrent detachment from the Sweetwater Authority

As part of their annexation, the properties at 2305 and 2311 Sweetwater Road will not be required to detach from the water district currently serving the area, as both the City of National City and the unincorporated properties in this area are served by the same water service provider (Sweetwater Authority). Thus, annexation from San Diego County to National City will not significantly affect the existing utility networks. Also, all necessary improvements will be included with the project approval and construction will be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations; therefore, there would not be a significant effect on existing utility networks.

The proposed project site would be served by EDCO, the local waste collection and recycle company. EDCO has a contract with the City to handle City residents' waste disposal and recycling needs. According to EDCO staff, the company utilizes several landfill sites for the disposal of waste collected in National City, with the most common being Otay Mesa, Sycamore, and Miramar Landfills, with an additional 12, 26 and 9 years of capacity remaining respectively; therefore, there is a less than significant impact. There are two other landfill sites in San Diego County – the Ramona landfill, which is full, and Borrego Springs landfill, which has an

additional 30 years capacity remaining. In addition, the proposed project would comply with all federal, state, and local statutes and regulations related to solid waste.

**XVIII – MANDATORY FINDINGS of SIGNIFICANCE**

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (Sources: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

Discussion: No significant impacts to the environment as a result of this project have been identified. There is no habitat on site or nearby and there is no established neighborhood that would be affected. The property is changing from a mostly vacant and previously disturbed area, surrounded by a mix of residential and commercial development near a freeway interchange, to a small commercial strip center. Approval of the project is not expected to have any significant impacts, either long-term or short-term, nor will it cause substantial adverse effect on human beings, either directly or indirectly.

**REFERENCE SOURCES:**

<b><u>Reference #</u></b>	<b><u>Document Title</u></b>	<b><u>Available for Review at:</u></b>
1	National City General Plan	National City Planning Department 1243 National City Boulevard National City, CA 91950 <a href="http://www.nationalcityca.gov/">http://www.nationalcityca.gov/</a>
2	City of National City Municipal Code	National City Planning Department
3	Case File 2017-13 GPA, ZC, ANNEX	National City Planning Department
4	SANDAG trip generation by land use	<a href="http://www.sandag.org">www.sandag.org</a>
5	US Fish and Wildlife Service	<a href="https://www.fws.gov/">https://www.fws.gov/</a>
6	US Fish and Wildlife Wetland Mapper System	<a href="https://www.fws.gov/wetlands/data/mapper.html">https://www.fws.gov/wetlands/data/mapper.html</a>
7	Transportation Impact Analysis for Sweetwater Road Commercial project (Linscott Law & Greenspan engineers)	National City Planning Department
8	County of San Diego Zoning Ordinance	<a href="https://www.sandiegocounty.gov/pds/zoning/index.html">https://www.sandiegocounty.gov/pds/zoning/index.html</a>
9	California Department of Conservation	<a href="http://maps.conservation.ca.gov/cgs/fam/">http://maps.conservation.ca.gov/cgs/fam/</a>
10	City of National City Final Climate Action Plan	National City Planning Department
11	Environmental Protection Agency	<a href="https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator">https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator</a>
12	California Integrated Waste Management Board	<a href="http://www.ciwmb.ca.gov/">http://www.ciwmb.ca.gov/</a>
13	EDCO Disposal website	<a href="https://www.edcodisposal.com/corporate/">https://www.edcodisposal.com/corporate/</a>
14	Landfill Management – County of San Diego	<a href="https://www.sandiegocounty.gov/content/sdc/dpw/inactvlandfill.html">https://www.sandiegocounty.gov/content/sdc/dpw/inactvlandfill.html</a>
15	Local Agency Formation Commission (LAFCO) response to Legal Notice of Intent and Availability For Environmental Review and Comment, dated May 20, 2019	National City Planning Department

RESOLUTION NO. 2019-08

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
MAKING A FINDING OF NO SIGNIFICANT ENVIRONMENTAL EFFECT  
FOR THE ANNEXATION OF 2311 AND 2305 SWEETWATER ROAD; GENERAL PLAN  
AMENDMENT AND ZONE CHANGE FOR THE REZONING  
OF SAID PROPERTIES, IN ADDITION TO 3320, 3330, 3336 ORANGE STREET,  
IN ORDER TO CONSTRUCT A 5,500 COMMERCIAL CENTER; AND  
A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH BUSINESS  
AND AUTHORIZING THE FILING OF A NOTICE OF DETERMINATION.  
APPLICANT: MURAOKA ENTERPRISES, INC.  
CASE FILE NO. 2017-13 IS  
APN: 563-252-12 through 14 and 563-252-23 & 28

WHEREAS, the Planning Commission of the City of National City, California, considered said certification at a duly advertised public hearing held on June 3, 2019, at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearing the Planning Commission considered the staff report provided for Case File No. 2017-13 IS, which is maintained by the City and incorporated herein by reference; along with any other evidence presented 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 hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearing held on June 3, 2019, support the following findings:

1. That the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory, because the properties are previously developed and/or disturbed and there is no sensitive habitat on site.

2. That the project does not have impacts that are individually limited but cumulatively considerable, because the project is an infill development on a historically disturbed property. The area is surrounded by urban development. The existing improvements and development pattern can accommodate the project without causing any impacts to the environment or to existing services.
3. That the project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly, because the project is a low-intensity commercial development. As determined by the Initial Study for the project, both short and long term activities will have a less than significant impact on air quality.
4. The proposed project has been reviewed in compliance with CEQA for which a Negative Declaration (ND) has been prepared. The ND has determined that, the proposed project would not have a significant effect on the environment and that no mitigation is required.

BE IT FURTHER RESOLVED that the Planning Commission has considered the proposed Negative Declaration No. 2017-13 IS, together with any comments received during the public review process, and finds on the basis of the whole record (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the City's independent judgment and analysis, and hereby approves the Negative Declaration and authorizes the filing of a Notice of Determination.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of June 3, 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

---

CHAIRPERSON

RESOLUTION NO. 2019-09

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
RECOMMENDING DENIAL OF A GENERAL PLAN AMENDMENT  
AND ZONE CHANGE FOR THE REZONING OF PROPERTY  
LOCATED AT 2311 & 2305 SWEETWATER ROAD, AND  
3320, 3330, & 3336 ORANGE STREET FROM  
SMALL LOT RESIDENTIAL (RS-2) TO  
MAJOR MIXED-USE DISTRICT (MXD-2), AND A  
CONDITIONAL USE PERMIT TO CONSTRUCT A 5,500 SQUARE-FOOT  
COMMERCIAL CENTER WITH A DRIVE-THROUGH BUSINESS.  
APPLICANT: MURAOKA ENTERPRISES, INC.  
CASE FILE NO. 2017-13 GPA, ZC, CUP  
APN: 563-252-12 through 14 and 563-252-23 & 28

WHEREAS, application was made for approval of a General Plan Amendment, Zone Change, and Conditional Use Permit for the rezoning of property located at 2311 and 2305 Sweetwater Road, and 3320, 3330, and 3336 Orange Street from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2), and the construction of a 5,500 square-foot commercial center with a drive-through business; and

WHEREAS, the Planning Commission of the City of National City, California, considered said applications at a duly advertised public hearing held on June 3, 2019, at which time the Planning Commission considered oral and documentary evidence; and,

WHEREAS, at said public hearing the Planning Commission considered the staff report provided for Case File No. 2017-13 GPA, ZC, CUP, which is 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 hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City 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 June 3, 2019, support the following findings:

FINDING FOR DENIAL OF THE  
GENERAL PLAN AMENDMENT AND ZONE CHANGE

1. The proposed development is consistent with General Plan Land Use Policies LU-1.2, LU 2.6, and LU-2.9, and Goal LU-2, because the area is disturbed and or/developed, and is currently vacant and prime for development. Having a comprehensive commercial project in this area will contribute to the City's future zoning and land use designation requirements, as well as employment needs.

FINDINGS FOR DENIAL OF THE CONDITIONAL USE PERMIT

1. The design, location, size, and operating characteristics of the proposed activity would not be compatible with the existing and future land uses in the vicinity, because the proposed use will have impacts related to noise, glare, and aesthetics directed at the mostly residential land uses nearby
2. The site is not physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the project is expected to generate approximately 621 additional average daily trips, which will result in a project horizon LOS of D which, while a passing LOS, will compound future road conditions resulting in possible lower service levels.
3. 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 the project area is on the periphery of a mixed-density neighborhood and will contribute to an increase in traffic in said neighborhood, and noise due to queuing vehicles and the ordering speaker.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of June 3, 2019, by the following vote:



AYES:

NAYS:

ABSENT:

ABSTAIN:

---

CHAIRPERSON

RESOLUTION NO. 2019-09

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
RECOMMENDING APPROVAL OF A GENERAL PLAN AMENDMENT  
AND ZONE CHANGE FOR THE REZONING OF PROPERTY  
LOCATED AT 2311 & 2305 SWEETWATER ROAD, AND  
3320, 3330, & 3336 ORANGE STREET FROM  
SMALL LOT RESIDENTIAL (RS-2) TO  
MAJOR MIXED-USE DISTRICT (MXD-2), AND A  
CONDITIONAL USE PERMIT TO CONSTRUCT A 5,500 SQUARE-FOOT  
COMMERCIAL CENTER WITH A DRIVE-THROUGH BUSINESS.  
APPLICANT: MURAOKA ENTERPRISES, INC.  
CASE FILE NO. 2017-13 GPA, ZC, CUP  
APN: 563-252-12 through 14 and 563-252-23 & 28

WHEREAS, application was made for approval of a General Plan Amendment, Zone Change, and Conditional Use Permit for the rezoning of property located at 2311 and 2305 Sweetwater Road, and 3320, 3330, and 3336 Orange Street from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2), and the construction of a 5,500 square-foot commercial center with a drive-through business, on property generally described as:

See attached Exhibit "A"

WHEREAS, the Planning Commission of the City of National City, California, considered said applications at a duly advertised public hearing held on June 3, 2019, at which time the Planning Commission considered oral and documentary evidence; and,

WHEREAS, at said public hearing the Planning Commission considered the staff report provided for Case File No. 2017-13 GPA, ZC, CUP, which is 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 hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City 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 June 3, 2019, support the following findings:

FINDING FOR APPROVAL OF THE  
GENERAL PLAN AMENDMENT AND ZONE CHANGE

1. The proposed development is consistent with General Plan Land Use Policies LU-1.2, LU 2.6, and LU-2.9, and Goal LU-2, because the area is disturbed and or/developed, and is currently vacant and prime for development. Having a comprehensive commercial project in this area will contribute to the City's future zoning and land use designation requirements, as well as employment needs.

FINDINGS FOR APPROVAL OF THE CONDITIONAL USE PERMIT

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because drive-through businesses are identified as a conditionally-allowed use in the Major Mixed-Use District (MXD-2) zone, and the proposed drive-through aisle meets 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, 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. 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, because the property will be completely redeveloped and will provide enough parking spaces based on provisions outlined in the Land Use Code. In addition, the proposed drive-through aisle meets all requirements for such uses outlined in the Land Use Code, as discussed in the staff report.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the project is expected to generate approximately 621 additional average daily trips, which can be accommodated by existing road network. Sweetwater Road in this location is currently operating at an LOS of C (passing),

and is calculated by the provided traffic impact analysis to continue to have a passing LOS (D) after construction.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the project area is on the periphery of a mixed-density neighborhood and will not contribute to a significant increase in traffic in said neighborhood, and because a condition requiring the use of noise-attenuating speakers is included. In addition, the new business will be a benefit to the public interest by providing job opportunities.

BE IT FURTHER RESOLVED that based on the findings hereinbefore stated, the Planning Commission hereby recommends approval of said General Plan Amendment, Zone Change, and Conditional Use Permit for the rezoning of property located at 2311 and 2305 Sweetwater Road, and 3320, 3330, and 3336 Orange Street from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2), and the construction of a 5,500 square-foot commercial center with a drive-through business, subject to the following conditions:

#### General

1. This *General Plan Amendment, Zone Change, and Conditional Use Permit* authorizes a 5,500 commercial strip center with a drive-through coffee shop and 27 parking spaces located at 3320, 3330, and 3336 Orange Street, and 2305 and 2311 Sweetwater Road. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibits A and B, Case File No. 2017-13 GPA, ZC, CUP, IS, dated 4/23/2019).
2. This *General Plan Amendment, Zone Change, and Conditional Use Permit* shall not become effective until the Negative Declaration associated with the project has been certified and the Notice of Determination filed.
3. This *Conditional Use Permit* shall not become effective until the General Plan Amendment and Zone Change have been approved, and the post-entitlement annexation process with the Local Agency Formation Commission (LAFCO) has been completed.
4. The MXD-2 zone designation must be in place for two years from the date of annexation unless findings are made by the City Council that a change within two years is appropriate based on special circumstances outlined in Government Code Section 56375.

5. Before this *General Plan Amendment, Zone Change, and Conditional Use Permit* shall become effective, the applicant and/or 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 General Plan Amendment, Zone Change, and 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 *General Plan Amendment, Zone Change, and 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.
6. *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.** The current fee to record the Notice of Determination for a Negative Declaration is \$2,354.75, but may be subject to change.

#### Building

7. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Engineering

8. The Priority Project Applicability 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 Department. 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.
9. 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.

10. 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.
11. 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 be 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.
12. 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.
13. 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.
14. All existing and proposed curb inlets on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
15. 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 six inches in diameter with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
16. 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.

17. 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.
18. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced.
19. 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.
20. 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, and 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.
21. 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.
22. 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.
23. A title report shall be submitted to the Engineering Department, after the City Council approval, for review of all existing easements and the ownership at the property.
24. 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.
25. 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.

26. The developer shall bond for the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the beginning of construction.

27. SUSMP documentation, as necessary, must be submitted and approved.

#### Fire

28. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA), and the current edition of the California Code of Regulations at the time of plan submittal.

#### Planning

29. The five individual properties shall either be merged or restricted through covenant to be held as one for the life of the project. The merger or restrictive covenant shall be completed or in place prior to issuance of grading or building permits. If the developer elects to record a restrictive covenant, the document shall be approved as to form by the City Attorney and recorded with the San Diego County Recorder.

30. Access to the drive-through aisle shall only be westbound from Orange Street. No eastbound access from the westerly driveway on Sweetwater Road to the drive-through is permitted.

31. 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.

32. Plans submitted for construction shall conform to minimum turning radius requirements for drive-through businesses unless the City Engineer approves a lesser radius.

33. 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.

34. 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).

35. Plans submitted for construction shall comply with the guidelines stated in Land Use Code Section 18.42.050 (Commercial and institutional building design standards).



36. 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.

Sweetwater Authority

37. There are existing water facilities in the vicinity of, or within, the parcels affected by the project, including two monitoring stations, water meters, and service laterals. The applicant shall coordinate with Sweetwater Authority regarding the existing water facilities as part of the design review/building permit process.

38. The Owner must submit a letter to the Authority from the National City Fire Department stating fire flow requirements. Based on this requirement, this project may result in the need for new water systems or substantial alteration to the existing water system.

39. An approved backflow prevention assembly is required for water services serving commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities. Existing services in conflict with the project must be abandoned and/or relocated at the Owner's expense.

County of San Diego

40. As part of the County of San Diego's ongoing effort to improve road surfaces in the unincorporated County, Sweetwater Road was recently resurfaced in February 2019, and Orange Street is tentatively scheduled for resurfacing in July 2019. As such, cutting into the pavement within three years would conflict with the County's Pavement Cut Policy to minimize excavation on new road surface treatments. The applicant shall coordinate with the County Department of Public Works and the National City Engineering Department prior to any modification of the County's maintained roads.

41. The project could potentially generate stormwater impacts to the County's municipal storm sewer system (MS4) and to adjacent private parcels located in the unincorporated County. Therefore, the project should consider the following items:

- a. Compliance with the San Diego Municipal Storm Water Permit Order No. R9-2013- 0001, (as amended by Order Nos. R9-2015-0001 and R9-2015-0100). The Project may consider implementing permanent Site Design, Source Control, Pollutant Control, and Hydromodification Management in accordance with the County's Best Management Practices (BMPs) Design Manual.
- b. Construction BMPs and associated plans for conformance with the County of San Diego's Grading Ordinance, Watershed Protection Ordinance and State of California's Construction General Permit.

42. It appears there is a potential impact to the San Diego County Sanitation District's (District) gravity sewer line. The project scope is adjacent to the District sewer line.

- a. The project applicant will need to conduct an analysis of potential impacts to the District's existing sewer infrastructures. This analysis must be submitted to the District for review and approval.

43. The two properties located in the unincorporated County (2311 and 2305 Sweetwater Rd) proposed to be annexed into the City's jurisdiction, are currently being served by the District's Spring Valley Service Area. The property owner shall verify with the San Diego Local Agency Formation Commission (LAFCO) if sewer services can be provided by the City. Once the annexation is approved and recorded by LAFCO, the associated existing residential wastewater discharge sewer permits will be voided by the District. The property owner shall contact the City for sewer service. This may require future coordination between the two agencies. For additional information, please contact Carolina Delgado at (858) 694-2663 or [Carolina.Delgado@sdcounty.ca.gov](mailto:Carolina.Delgado@sdcounty.ca.gov).

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of June 3, 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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CHAIRPERSON

EXHIBIT "A"

**LEGAL DESCRIPTION**

Real property in the City of National City, County of San Diego, State of California, described as follows:

PARCEL 1: 563-252-12-00

ALL THAT PORTION OF LOT 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 71° WEST ALONG THE NORTHERLY LINE OF SAID LOT, 147.42 FEET; THENCE SOUTH 19° EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 49.22 FEET; THENCE NORTH 71° EAST PARALLEL WITH SAID NORTHERLY LINE, 147.42 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE NORTH 19° WEST ALONG SAID EASTERLY LINE, 49.22 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 563-252-14-00

ALL THAT PORTION OF LOTS 4 AND 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 5; THENCE NORTH 19° WEST ALONG THE EASTERLY LINE OF SAID LOT, 49.22 FEET TO THE SOUTHEASTERLY CORNER OF A PORTION OF SAID LOT 5 CONVEYED TO JESSE G. GROSS AND WIFE BY DEED DATED AUGUST 18, 1942 AND RECORDED IN BOOK 1373, PAGE 498 OF OFFICIAL RECORDS; THENCE SOUTH 71° WEST ALONG THE SOUTHERLY LINE OF LAND SO CONVEYED, 147.42 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE SOUTH 19° EAST 6.10 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE COUNTY ROAD KNOWN AS ROAD SURVEY NO. 558, ACCORDING TO THE MAP THEREOF ON FILE IN THE COUNTY SURVEYOR'S OFFICE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF SAID ROAD, 177.75 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 4; THENCE NORTH 19° WEST, ALONG SAID EASTERLY LINE, 66.81 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 563-252-13-00

ALL THAT PORTION OF LOT 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 71° WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 147.42 FEET; THENCE SOUTH 19° EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 98.44 FEET; THENCE NORTH 71° EAST PARALLEL WITH SAID NORTHERLY LINE, 147.42 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE NORTH 19° WEST ALONG SAID EASTERLY LINE, 98.44 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 49.22 FEET THEREOF.

PARCEL 4: 563-252-23-00

ALL THAT PORTION OF LOT 5, IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 71°00'00" EAST ALONG THE NORTH LINE THEREOF 94.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 71°00'00" EAST CONTINUING ALONG SAID NORTH LINE 52.91 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LAND DESCRIBED IN DEED TO JESSE G. GROSS, ET UX, RECORDED AUGUST 20, 1942, IN BOOK 1373, PAGE 498 OF OFFICIAL RECORDS; THENCE SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5 BEING ALONG THE WESTERLY LINE OF SAID GROSS LAND AND THE SOUTHERLY PROLONGATION THEREOF 114.54 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF COUNTY ROAD SURVEY NO. 558, ACCORDING TO THE MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID ROAD TO THE INTERSECTION WITH A LINE BEARING SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 19°00'00" WEST TO THE TRUE POINT OF BEGINNING.

PARCEL 5: 563-252-28-00

ALL THAT PORTION OF LOT 5, IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE NORTH 71°00'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT, 94 FEET 8 INCHES; THENCE SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5 TO THE NORTHERLY LINE OF COUNTY ROAD SURVEY NO. 558; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF SAID LOT 5; THENCE NORTH 18°25'00" WEST ALONG WESTERLY LINE 14.61 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. 2019-09

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
RECOMMENDING APPROVAL OF A GENERAL PLAN AMENDMENT  
AND ZONE CHANGE FOR THE REZONING OF PROPERTY  
LOCATED AT 2311 & 2305 SWEETWATER ROAD, AND  
3320, 3330, & 3336 ORANGE STREET FROM  
SMALL LOT RESIDENTIAL (RS-2) TO  
MAJOR MIXED-USE DISTRICT (MXD-2), AND A  
CONDITIONAL USE PERMIT TO CONSTRUCT A 5,500 SQUARE-FOOT  
COMMERCIAL CENTER WITH A DRIVE-THROUGH BUSINESS.  
APPLICANT: MURAOKA ENTERPRISES, INC.  
CASE FILE NO. 2017-13-GPA, ZC, CUP  
APN: 563-252-12 through 14 and 563-252-23 & 28

WHEREAS, application was made for approval of a General Plan Amendment, Zone Change, and Conditional Use Permit for the rezoning of property located at 2311 and 2305 Sweetwater Road, and 3320, 3330, and 3336 Orange Street from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2), and the construction of a 5,500 square-foot commercial center with a drive-through business, on property generally described as:

See attached Exhibit "A"

WHEREAS, the Planning Commission of the City of National City, California, considered said applications at a duly advertised public hearing held on June 3, 2019, at which time the Planning Commission considered oral and documentary evidence; and,

WHEREAS, at said public hearing the Planning Commission considered the staff report provided for Case File No. 2017-13 GPA, ZC, CUP, which is 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 hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City 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 June 3, 2019, support the following findings:

FINDING FOR APPROVAL OF THE  
GENERAL PLAN AMENDMENT AND ZONE CHANGE

1. The proposed development is consistent with General Plan Land Use Policies LU-1.2, LU 2.6, and LU-2.9, and Goal LU-2, because the area is disturbed and or/developed, and is currently vacant and prime for development. Having a comprehensive commercial project in this area will contribute to the City's future zoning and land use designation requirements, as well as employment needs.

FINDINGS FOR APPROVAL OF THE CONDITIONAL USE PERMIT

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because drive-through businesses are identified as a conditionally-allowed use in the Major Mixed-Use District (MXD-2) zone, and the proposed drive-through aisle meets 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, 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. 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, because the property will be completely redeveloped and will provide enough parking spaces based on provisions outlined in the Land Use Code. In addition, the proposed drive-through aisle meets all requirements for such uses outlined in the Land Use Code, as discussed in the staff report.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the project is expected to generate approximately 621 additional average daily trips, which can be accommodated by existing road network. Sweetwater Road in this location is currently operating at an LOS of C (passing),

and is calculated by the provided traffic impact analysis to continue to have a passing LOS (D) after construction.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the project area is on the periphery of a mixed-density neighborhood and will not contribute to a significant increase in traffic in said neighborhood, and because a condition requiring the use of noise-attenuating speakers is included. In addition, the new business will be a benefit to the public interest by providing job opportunities.

BE IT FURTHER RESOLVED that based on the findings hereinbefore stated, the Planning Commission hereby recommends approval of said General Plan Amendment, Zone Change, and Conditional Use Permit for the rezoning of property located at 2311 and 2305 Sweetwater Road, and 3320, 3330, and 3336 Orange Street from Small Lot Residential (RS-2) to Major Mixed-Use District (MXD-2); and the construction of a 5,500 square-foot commercial center with a drive-through business, subject to the following conditions:

#### General

1. This *General Plan Amendment, Zone Change, and Conditional Use Permit* authorizes a 5,500 commercial strip center with a drive-through coffee shop and 27 parking spaces located at 3320, 3330, and 3336 Orange Street, and 2305 and 2311 Sweetwater Road. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibits A and B, Case File No. 2017-13 GPA, ZC, CUP, IS, dated 4/23/2019).
2. This *General Plan Amendment, Zone Change, and Conditional Use Permit* shall not become effective until the Negative Declaration associated with the project has been certified and the Notice of Determination filed.
3. This *Conditional Use Permit* shall not become effective until the General Plan Amendment and Zone Change have been approved, and the post-entitlement annexation process with the Local Agency Formation Commission (LAFCO) has been completed.
4. The MXD-2 zone designation must be in place for two years from the date of annexation unless findings are made by the City Council that a change within two years is appropriate based on special circumstances outlined in Government Code Section 56375.

5. Before this *General Plan Amendment, Zone Change, and Conditional Use Permit* shall become effective, the applicant and/or 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 General Plan Amendment, Zone Change, and 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 *General Plan Amendment, Zone Change, and 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.
6. *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.** The current fee to record the Notice of Determination for a Negative Declaration is \$2,354.75, but may be subject to change.

#### Building

7. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Engineering

8. The Priority Project Applicability 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 Department. 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.
9. 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.



10. 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.
11. 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 be 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.
12. 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.
13. 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.
14. All existing and proposed curb inlets on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
15. 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 six inches in diameter with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
16. 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.

17. 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.
18. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced.
19. 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.
20. 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, and 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.
21. 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.
22. 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.
23. A title report shall be submitted to the Engineering Department, after the City Council approval, for review of all existing easements and the ownership at the property.
24. 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.
25. 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.

26. The developer shall bond for the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the beginning of construction.

27. SUSMP documentation, as necessary, must be submitted and approved.

#### Fire

28. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA), and the current edition of the California Code of Regulations at the time of plan submittal.

#### Planning

29. The five individual properties shall either be merged or restricted through covenant to be held as one for the life of the project. The merger or restrictive covenant shall be completed or in place prior to issuance of grading or building permits. If the developer elects to record a restrictive covenant, the document shall be approved as to form by the City Attorney and recorded with the San Diego County Recorder.

30. Access to the drive-through aisle shall only be westbound from Orange Street. No eastbound access from the westerly driveway on Sweetwater Road to the drive-through is permitted.

31. 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.

32. Plans submitted for construction shall conform to minimum turning radius requirements for drive-through businesses unless the City Engineer approves a lesser radius.

33. 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.

34. 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).

35. Plans submitted for construction shall comply with the guidelines stated in Land Use Code Section 18.42.050 (Commercial and institutional building design standards).

36. 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.

#### Sweetwater Authority

37. There are existing water facilities in the vicinity of, or within, the parcels affected by the project, including two monitoring stations, water meters, and service laterals. The applicant shall coordinate with Sweetwater Authority regarding the existing water facilities as part of the design review/building permit process.

38. The Owner must submit a letter to the Authority from the National City Fire Department stating fire flow requirements. Based on this requirement, this project may result in the need for new water systems or substantial alteration to the existing water system.

39. An approved backflow prevention assembly is required for water services serving commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities. Existing services in conflict with the project must be abandoned and/or relocated at the Owner's expense.

#### County of San Diego

40. As part of the County of San Diego's ongoing effort to improve road surfaces in the unincorporated County, Sweetwater Road was recently resurfaced in February 2019, and Orange Street is tentatively scheduled for resurfacing in July 2019. As such, cutting into the pavement within three years would conflict with the County's Pavement Cut Policy to minimize excavation on new road surface treatments. The applicant shall coordinate with the County Department of Public Works and the National City Engineering Department prior to any modification of the County's maintained roads.

41. The project could potentially generate stormwater impacts to the County's municipal storm sewer system (MS4) and to adjacent private parcels located in the unincorporated County. Therefore, the project should consider the following items:

- a. Compliance with the San Diego Municipal Storm Water Permit Order No. R9-2013-0001, (as amended by Order Nos. R9-2015-0001 and R9-2015-0100). The Project may consider implementing permanent Site Design, Source Control, Pollutant Control, and Hydromodification Management in accordance with the County's Best Management Practices (BMPs) Design Manual.
- b. Construction BMPs and associated plans for conformance with the County of San Diego's Grading Ordinance, Watershed Protection Ordinance and State of California's Construction General Permit.

42. It appears there is a potential impact to the San Diego County Sanitation District's (District) gravity sewer line. The project scope is adjacent to the District sewer line.
- a. The project applicant will need to conduct an analysis of potential impacts to the District's existing sewer infrastructures. This analysis must be submitted to the District for review and approval.
43. The two properties located in the unincorporated County (2311 and 2305 Sweetwater Rd) proposed to be annexed into the City's jurisdiction, are currently being served by the District's Spring Valley Service Area. The property owner shall verify with the San Diego Local Agency Formation Commission (LAFCO) if sewer services can be provided by the City. Once the annexation is approved and recorded by LAFCO, the associated existing residential wastewater discharge sewer permits will be voided by the District. The property owner shall contact the City for sewer service. This may require future coordination between the two agencies. For additional information, please contact Carolina Delgado at (858) 694-2663 or [Carolina.Delgado@sdcounty.ca.gov](mailto:Carolina.Delgado@sdcounty.ca.gov).

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of June 3, 2019, by the following vote:

AYES: Natividad, Baca, Flores, Sendt, Garcia, Dela Paz

NAYS: Yamane

ABSENT: None.

ABSTAIN: None.

  
\_\_\_\_\_  
CHAIRPERSON

EXHIBIT "A"

**LEGAL DESCRIPTION**

Real property in the City of National City, County of San Diego, State of California, described as follows:

PARCEL 1: 563-252-12-00

ALL THAT PORTION OF LOT 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 71° WEST ALONG THE NORTHERLY LINE OF SAID LOT, 147.42 FEET; THENCE SOUTH 19° EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 49.22 FEET; THENCE NORTH 71° EAST PARALLEL WITH SAID NORTHERLY LINE, 147.42 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE NORTH 19° WEST ALONG SAID EASTERLY LINE, 49.22 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 563-252-14-00

ALL THAT PORTION OF LOTS 4 AND 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 5; THENCE NORTH 19° WEST ALONG THE EASTERLY LINE OF SAID LOT, 49.22 FEET TO THE SOUTHEASTERLY CORNER OF A PORTION OF SAID LOT 5 CONVEYED TO JESSE G. GROSS AND WIFE BY DEED DATED AUGUST 18, 1942 AND RECORDED IN BOOK 1373, PAGE 498 OF OFFICIAL RECORDS; THENCE SOUTH 71° WEST ALONG THE SOUTHERLY LINE OF LAND SO CONVEYED, 147.42 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE SOUTH 19° EAST 6.10 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE COUNTY ROAD KNOWN AS ROAD SURVEY NO. 558, ACCORDING TO THE MAP THEREOF ON FILE IN THE COUNTY SURVEYOR'S OFFICE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF SAID ROAD, 177.75 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 4; THENCE NORTH 19° WEST, ALONG SAID EASTERLY LINE, 66.81 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 563-252-13-00

ALL THAT PORTION OF LOT 5 IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 71° WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 147.42 FEET; THENCE SOUTH 19° EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 98.44 FEET; THENCE NORTH 71° EAST PARALLEL WITH SAID NORTHERLY LINE, 147.42 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE NORTH 19° WEST ALONG SAID EASTERLY LINE, 98.44 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 49.22 FEET THEREOF.

PARCEL 4: 563-252-23-00

ALL THAT PORTION OF LOT 5, IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 71°00'00" EAST ALONG THE NORTH LINE THEREOF 94.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 71°00'00" EAST CONTINUING ALONG SAID NORTH LINE 52.91 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LAND DESCRIBED IN DEED TO JESSE G. GROSS, ET UX, RECORDED AUGUST 20, 1942, IN BOOK 1373, PAGE 498 OF OFFICIAL RECORDS; THENCE SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5 BEING ALONG THE WESTERLY LINE OF SAID GROSS LAND AND THE SOUTHERLY PROLONGATION THEREOF 114.54 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF COUNTY ROAD SURVEY NO. 558, ACCORDING TO THE MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID ROAD TO THE INTERSECTION WITH A LINE BEARING SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 19°00'00" WEST TO THE TRUE POINT OF BEGINNING.

PARCEL 5: 563-252-28-00

ALL THAT PORTION OF LOT 5, IN BLOCK "B" OF NATIONAL CITY LITTLE FARM ADDITION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1187, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE NORTH 71°00'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT, 94 FEET 8 INCHES; THENCE SOUTH 19°00'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5 TO THE NORTHERLY LINE OF COUNTY ROAD SURVEY NO. 558; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF SAID LOT 5; THENCE NORTH 18°25'00" WEST ALONG WESTERLY LINE 14.61 FEET TO THE POINT OF BEGINNING.

MKA INC. 1510 CALIFORNIA AVE. BLVD. SUITE 201 SAN DIEGO, CA 92111 (619) 582-8178 FAX (619) 582-1554 MKACORPORATION@MKA.COM	SITE PLAN - OPTION 4 DRIVE-THRU PICK-UP ON SHORT END OF BUILDING	PROPOSED SITE PLAN MARINA CITY, CA 4-12-19	SK 04.12.19 1
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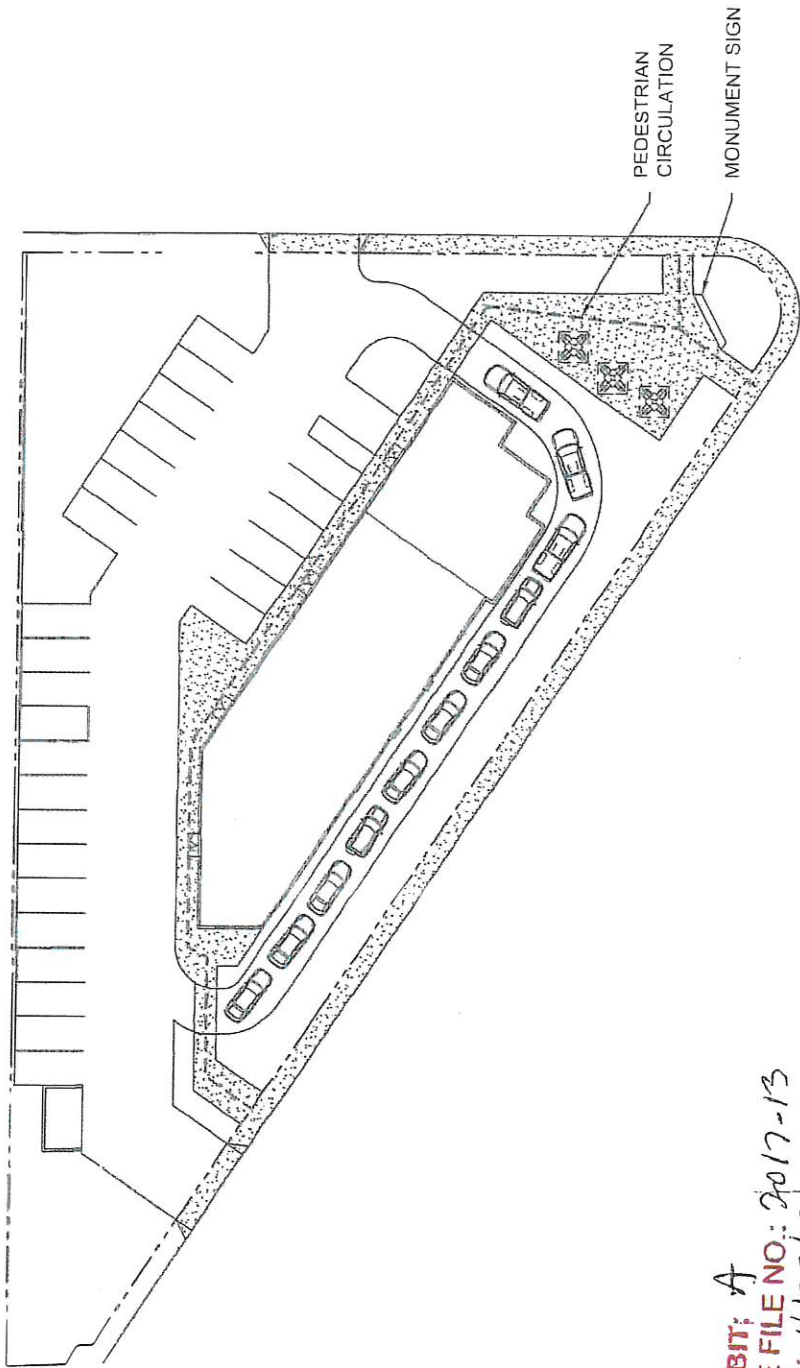


EXHIBIT: A  
 CASE FILE NO.: 2017-13  
 DATE: 4/23/19

SITE PLAN - OPTION 4  
 1" = 30'-0"  
 0 7.5 15 30 60

ATTACHMENT 4



EXHIBIT: B  
CASE FILE NO.: 2017-13  
DATE: 4/23/19



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign the Fifth Amendment to the Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc. to continue to provide basic and advanced life support ambulance transportation services effective July 1, 2019 for a period of two years. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign the Fifth Amendment to the Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc. to continue to provide basic and advanced life support ambulance transportation services effective July 1, 2019 for a period of two years. (Fire)

**PREPARED BY:** Frank Parra

**DEPARTMENT:** Fire

**PHONE:** 619-336-4551

**APPROVED BY:** 

**EXPLANATION:**

The City's ambulance services contract with American Medical Response Ambulance Services, Inc. (AMR) was approved by the City Council on June 20, 2006. AMR, at no direct cost to the City, has been providing basic and advanced life support ambulance transportation services to the City since October 1, 1983.

AMR pays the City a Franchise Fee on a monthly basis. The amount of such fee is determined solely and at the absolute discretion of the City. The purpose of the fee is to offset the City's costs for activities associated with providing and maintaining programs associated with emergency medical services care at an ALS-level (Advanced Life Support) and oversight of the ambulance contract.

AMR has the ability to directly bill individuals utilizing their services or bill appropriate third-party insurance carriers. AMR bills for ambulance service per transport, calls for service during which patient care meets transport criteria and mileage. AMR may increase fees and/or charges for services provided in order to fully realize revenues sufficient to make up the projected annual increase in Franchise Fees.

Due to changes adopted by the California Emergency Medical Services Authority, local control of the EMS request for proposal (RFP) process was transferred to County EMS. The City continues to explore the ability to regain local control of the EMS RFP process; in light of our efforts, the County's RFP development process has been delayed. Therefore, the National City Fire Department is seeking a two year extension of the AMR contract starting July 1, 2019 through June 30, 2021 until the EMS RFP process is defined. This extension will maintain the Franchise Fee revenue in FY19/20 and FY20/21 at \$318,023.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**Finance**

**ACCOUNT NO.** 130-00000-3034

**APPROVED:** 

**MIS**

Agreement is a fee for service with no General Fund revenue subsidy. The Franchise Fee revenue in FY19/20 and FY20/21 will be maintained at \$318,023 annually.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Fifth Amendment to the Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc.
2. Resolution

**FIFTH AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**

This Fifth Amendment to the Agreement By and Between the City of National City and American Medical Response Ambulance Service, Inc. (“Fifth Amendment”) is entered into this 18<sup>th</sup> day of June, 2019, by and between the City of National City (“CITY”) and American Medical Response Ambulance Service, Inc., (“AMR”).

**RECITALS**

- A. WHEREAS, on June 20, 2006, CITY and AMR entered into an agreement entitled “Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc.” (“Agreement”); and
- B. WHEREAS, on November 23, 2010, CITY and AMR exercised the option to extend the term of the Agreement for two years, following expiration on June 30, 2011; and
- C. WHEREAS, on June 18, 2013, CITY and AMR exercised the option to extend the term of the Agreement for two years, following expiration on June 30, 2013; and
- D. WHEREAS, on June 16, 2015, CITY and AMR exercised the option to extend the term of the Agreement for two years, following expiration on June 30, 2015; and
- E. WHEREAS, due to the uncertainty of control over the EMS RFP process, the CITY and AMR decided to extend the term of the Agreement for two years, following the expiration on June 30, 2017; and
- F. WHEREAS, the CITY explores the ability to regain local control of the EMS RFP process; and
- G. WHEREAS, the CITY and AMR desire to amend the Agreement by amending Section II, Subsection A.11(d); Section IV, Subsection B.1; and Section VI, Subsection E.1; and
- H. WHEREAS, since County EMS has paused the EMS RFP development, the CITY and AMR desire to extend the term of the Agreement for two years, following the expiration on June 30, 2019, as provided for in amended Section VI, Subsection E.1; and
- I. WHEREAS, AMR has met all of the eligibility requirements for an extension of the Agreement as set forth in Section VI, Subsection E.1

NOW, THEREFORE, in consideration of the mutual benefit to be derived therefrom, CITY and AMR agree as follows:

1. Section VI, Subsection E.1 is amended with the term of the Agreement being extended for an additional two years from the time the current Agreement expires on June 30, 2019 to June 30, 2021.
2. Section II, Subsection A.11(d) is amended by modifying the Franchise Fee Payments as follows:

	Actual	Estimate	Estimate
	FY 2018-19	FY 2019-20	FY 2020-21
Franchise Fees	\$318,023	\$318,023	\$318,023

3. Section IV, Subsection B.1 is amended by replacing Subsection B.1 with the following:
 

*B.1. Effective July 1, 2019, the Ambulance Service Base Rate for Advanced Life Support will be \$2,106.79.*
4. The parties further agree that with the foregoing exceptions, each and every term and provision of the Agreement by and between the CITY and AMR, dated June 20, 2006, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed the day and year first herein set forth.

**CITY OF NATIONAL CITY**

**AMERICAN MEDICAL RESPONSE  
AMBULANCE SERVICE, INC.**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By: \_\_\_\_\_  
Tom Wagner, CEO  
AMR Regional Operations

**APPROVED AS TO FORM:**

Angil P. Morris-Jones  
City Attorney

By: \_\_\_\_\_  
Nicole Pedone  
Senior Assistant City Attorney

**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. TO CONTINUE TO PROVIDE BASIC AND ADVANCED LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2021**

WHEREAS, the City's ambulance services contract with American Medical Response Ambulance Services, Inc. (AMR) was approved by the City Council on June 20, 2006; and

WHEREAS, AMR, at no direct cost to the City, has been providing basic and advanced life support ambulance transportation services to the City since October 1, 1983; and

WHEREAS, AMR pays the City a Franchise Fee on a monthly basis and the amount of such fee is determined solely and at the discretion of the City and the purpose of the fee is to offset the City's costs for activities associated with providing and maintaining programs associated with emergency medical services care at an ALS-level (Advanced Life Support) and oversight of the ambulance contract; and

WHEREAS, due to changes adopted by the California Emergency Medical Services Authority, local control of the EMS request for proposal (RFP) process was transferred to County EMS, therefore, the City continues to explore the ability to regain local control of the EMS RFP process; in light of our efforts, the County's RFP development process has been delayed; and

WHEREAS, the National City Fire Department is seeking a two year extension of the AMR contract starting July 1, 2019 through June 30, 2021 until the EMS RFP process is defined; and

WHEREAS, the extension will maintain the Franchise Fee revenue in FY19/20 and FY20/21 at \$318,023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby approves and authorizes the Mayor to execute the Fifth Amendment to the Agreement between the City of National City and American Medical Response Ambulance Service, Inc. to continue providing basic and advanced life support ambulance transportation services from July 1, 2019 through June 30, 2021.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign an Agreement between the City of San Diego and City of National City to provide fire and emergency medical dispatch services for a term of 5 years starting on July 1, 2019 to June 30, 2024 at a cost of \\$361,050 in Fiscal Year 2019-20. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign an Agreement between the City of San Diego and City of National City to provide fire and emergency medical dispatch services for a term of 5 years starting on July 1, 2019 to June 30, 2024 at a cost of \$361,050 in Fiscal Year 2019-20. (Fire)

**PREPARED BY:** Frank Parra

**DEPARTMENT:** Fire Department

**PHONE:** 619-336-4551

**APPROVED BY:** 

**EXPLANATION:**

The City has contracted with the City of San Diego for fire and emergency medical dispatch services since July 1, 2013. The City of San Diego provides dispatch services for the Metro Zone, which includes San Diego, Chula Vista, Coronado, Imperial Beach, National City, and Poway.

The National City Fire Department (NCFD) supports the City the City of San Diego continuing to provide the City's fire and emergency medical dispatch services in the Metro Zone. The City will pay the City of San Diego a dispatching fee for services in the amount of \$361,050. Dispatch fees will be subject to change each subsequent fiscal year based on the following: a) The adopted budget for personnel costs which includes fringe and overhead, call volume and; b) Prior year actuals for non-personnel expenditures (NPE).

The term of the Agreement will become effective as of July 1, 2019 and will expire at midnight on June 30, 2024. The term may be extended for five (5) additional years by written agreement of the Parties, and subject to the San Diego Mayor's authorization of a contract extension and the authorization of the City of National City.

The NCFD requests that the City Council approve and authorize the Mayor to sign an Agreement between the City of San Diego and City of National City regarding fire and emergency medical dispatch services.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:**  MIS

The City will pay the City of San Diego a dispatching fee for services in the amount of \$361,050 in Fiscal Year 2019-20. Dispatch fees will be subject to change each subsequent fiscal year based on the following: a) The adopted budget for personnel costs which includes fringe and overhead, call volume; b) Prior year actuals for non-personnel expenditures (NPE).

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Agreement between the City of San Diego and City of National City regarding fire and emergency medical dispatch services
2. Attachment 1: Annual Operating Plan
3. Attachment 2: Data Sharing Agreement
4. Resolution



DISPATCH SERVICES AGREEMENT – SAN DIEGO / NATIONAL CITY

THIS AGREEMENT is made by and between the City of San Diego, ("San Diego"), a municipal corporation; and City of National City ("Agency"), a municipal corporation; (herein collectively known as "Parties" or individually as "Party"), for the provision of fire and emergency medical dispatch services.

RECITALS

WHEREAS, San Diego and Agency have organized and equipped fire departments charged with the duty of fire protection and rescue within the limits of said cities; and

WHEREAS, if required by law, Agency, by way of Resolution Number \_\_\_\_\_ dated \_\_\_\_\_, approved by National City's City Council, resolved that Agency's interests would be best served by entering into an agreement with San Diego to outsource Agency's fire and emergency medical dispatch services to San Diego; and

WHEREAS, San Diego desires to provide Agency with fire and emergency medical dispatch services under the terms described in this Agreement and

WHEREAS, it would be to the benefit of each Party for San Diego to continue to provide fire and emergency medical dispatch services to Agency in order to increase the health and safety of all affected residents; and

WHEREAS, Agency desires and intends per the terms of this Agreement to pay San Diego for services;

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and San Diego agree as follows:

A. TERM.

This Agreement shall become effective July 1, 2019 and shall expire at midnight on June 30, 2024. The Parties shall review this Agreement every year to ensure applicability of all terms and policies. Any modification shall be set forth in writing and be signed by the Parties.

The Agreement term may be extended for five (5) additional years by written agreement of the Parties, and subject to the San Diego Mayor's authorization of a contract extension and the authorization of Agency.

B. OBLIGATIONS OF THE PARTIES.

The descriptions herein outline specific aspects relevant to the performance of the emergency dispatch services by San Diego.

San Diego adheres to State recommendations for call answering times and bases dispatcher staffing upon meeting those performance standards.

To the extent that safety or technological changes warrant an amendment of the specific service or method employed to provide the Fire and Emergency Medical Dispatch Services contemplated herein, neither Party may unreasonably refuse to implement safety or technological changes.

1. The dispatch services that will be provided by San Diego include:

- a) Processing all fire and medical related emergency calls via the 911 Secondary Public Safety Answering Point ("PSAP").
- b) Triageing medical calls using a triage process which includes:

## DISPATCH SERVICES AGREEMENT – SAN DIEGO / NATIONAL CITY

- i. Automated triage with call downgrading features.
    - ii. Coordinated dispatch efforts with Agency's ambulance provider for ambulances within Agency's jurisdiction, via an automated Computer Aided Dispatch ("CAD") to CAD interface.
  - c) Dynamic Automatic Vehicle Location ("AVL") driven dispatch of closest available resource(s), across City lines, to given emergency, incident type(s), and location(s).
  - d) Paging Services between San Diego's CAD and a messaging services interface.
  - e) Fire Station Alerting via a CAD to a station alerting interface. San Diego will interface with Agency's existing, self-managed station alerting system given that it is supported by San Diego's existing interface system, currently USDD, and as an unsupported legacy option for WestNet.
  - f) Mobile Data Computer ("MDC") or other mobile platform services including mapping, live-routing, and loading of Agency's self-managed pre-plans.
  - g) Records Management System ("RMS") services for a CAD to a Fire RMS interface given that it is supported by San Diego's existing interface system, currently WATER, and a FireHouse interface as an unsupported legacy option. Agency will bear the costs for other new, unsupported interfaces if required.
  - h) Additionally, Agency may receive a periodic download of CAD data.
  - i) Agency acknowledges that this contract does not require San Diego to perform analysis of Agency's CAD or response data. However, San Diego may extend the use of secured Internet applications for viewing, analyzing and reporting Agency's CAD data ("web services"). These web services may include on-line dashboards and canned reports with pre-established data collection points, call for service statistics and/or other incident specific data.
  - j) Any additional or special services provided are described in Addendum A.
2. Additional Services and Equipment. Additional services and equipment utilized in the performance or support of dispatch services may be provided by San Diego, as agreed to by the parties, which may include but is not limited to: equipment (modems, mobile data computers, phones, etc.), enterprise device management services, software applications and licenses.

### C. COMPENSATION AND PAYMENT SCHEDULE

Agency agrees to pay to San Diego for services rendered under this Agreement on a fiscal year basis, defined as July 1 through June 30. For budgeting and planning purposes, San Diego will provide Agency with an Annual Operating Plan (Attachment 1) for the upcoming fiscal year.

1. For Dispatching Services. San Diego shall be compensated for the performance of services and specified in Section B1 as a cost per call. Dispatch fees are subject to change each fiscal year based on the following:
  - a) The adopted budget for personnel costs which includes fringe and overhead, and;
  - b) Prior year actuals for non-personnel expenditures (NPE). Should the Agency's call volume exceed the prior year by 5% or more, an increase to the NPE will be equal to the percentage of the increased call volume (rounded up to the tenth percent).

DISPATCH SERVICES AGREEMENT – SAN DIEGO / NATIONAL CITY

- c) Should the Agency's call volume from the prior year not increase, or the increase is less than 5%, an escalator of 5% will be applied to the NPE.
2. For Additional Services & Equipment. San Diego shall be reimbursed for the costs of any additional services and equipment specified in Section B.2, which have been procured on behalf of Agency and which may also include connectivity and start-up costs. Agency may elect additional options in accordance with the "Annual Operating Plan."
  - a) Costs will be calculated based on vendor fees per service or unit of equipment.
  - b) Services and equipment fees are subject to change annually based on vendor rates.
3. Invoices & Due Date: San Diego shall provide to Agency, on a quarterly basis, an invoice statement for services rendered under this Agreement and payment by Agency shall be remitted thirty (30) days thereafter. If Agency disputes any charges it shall nonetheless remit the full amount without waiving its right to a return of the disputed amount.
4. Records: The Parties shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to rendering services under this Agreement throughout the performance of services and for ten (10) years following completion of services under this Agreement. The parties further agree to allow for mutual inspection, copying and auditing of such books, records, documents and other evidence at all reasonable times.

D. DATA SHARING.

Data Sharing policies are outlined in the Data Sharing Agreement (Attachment 2).

E. INDEMNIFICATION. In the performance of dispatching services,

1. Agency agrees to defend, indemnify, protect, and hold San Diego and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Agency employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of Agency, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided however, that Agency's duty to indemnify and hold harmless shall not include any claims or liability alleged to be arising from the negligence or willful misconduct of San Diego, its agents, officers, or employees.
2. San Diego agrees to defend, indemnify, protect, and hold Agency and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to San Diego employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of San Diego, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided, however, that San Diego's duty to indemnify and hold harmless shall not include any claims or liability alleged to be arising from the negligence or willful misconduct of Agency, its agents, officers, or employees.

F. RIGHT TO TERMINATE FOR CONVENIENCE

Either Party may terminate the services agreed to pursuant to this Agreement by giving written notice of such termination to the other Party. Such notice shall be delivered by certified mail with return receipt for delivery to the noticing Party. The termination of the services shall be effective one hundred & eighty (180) days after the receipt of this notice by the noticed Party.

G. RIGHT TO TERMINATE FOR DEFAULT

If either Party fails to perform or adequately perform any obligation required by this Agreement, that Party's failure constitutes a Default. If the defaulting Party fails to satisfactorily cure a Default within ten (10) calendar days of receiving written notice from the other Party specifying the nature of the Default, or if the nature of the Default is (1) not for the payment of services, and (2) requires more than ten (10) calendar days to remedy, and the defaulting Party fails to diligently pursue such action necessary to remedy the Default, the other Party may immediately cancel and/or terminate this Agreement, and terminate each and every right of the defaulting Party, and any person claiming any rights by or through the defaulting Party under this Agreement. The rights and remedies of the non-defaulting Party enumerated in this paragraph are cumulative and shall not limit the non-defaulting Party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the Parties against the other Party.

H. CITY OF SAN DIEGO CONTRACT REQUIREMENTS

To the extent appropriate in light of the rights and duties specified in this contract, and as applicable to particular parties, the following requirements shall apply:

1. Drug-Free Workplace. Agency agrees to comply with San Diego's Drug Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.
2. ADA Certification. Agency hereby certifies that it agrees to comply with San Diego's "Americans With Disabilities Act" Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

I. PRODUCT ENDORSEMENT

Agency acknowledges and agrees to comply with the provisions of San Diego's Administrative Regulation 95-65, concerning product endorsement. Any advertisement identifying or referring to San Diego as the user of a product or service requires the prior written approval of San Diego.

J. CONFLICT OF INTEREST

Agency is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, et. seq. and 81000, et. seq. San Diego may determine that a conflict of interest code requires Agency to complete one or more statements of economic interest disclosing relevant financial interests. Upon San Diego's request, Agency shall submit the necessary documents to San Diego.

1. Agency shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.
2. In connection with any task, Agency shall not recommend or specify any product, supplier, or contractor with whom Agency has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
3. If Agency violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation

## DISPATCH SERVICES AGREEMENT – SAN DIEGO / NATIONAL CITY

subjects Agency to liability to San Diego for attorney fees and all damages sustained as a result of the violation.

### K. MANDATORY ASSISTANCE

If a third-party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon either Party's request, the other Party, and its agents, officers, and employees agree to assist in resolving the dispute or litigation. Each Party's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

1. Compensation for Mandatory Assistance. The Party seeking the assistance of the other Party will reimburse the assisting Party for any fees and expenses incurred for required Mandatory Assistance as Additional Services. The Party seeking the assistance shall, in its sole discretion, determine whether these fees, expenses, and services rendered under this Section, were necessary due to the assisting Party or its agents', officers', and employees' conduct or failure to act. If the Party seeking assistance determines that such fees, expenses, or services were necessary due to the other Party's or its agents', officers', and employees' conduct, in part or in whole, the Party seeking assistance is entitled to be reimbursed for any payments made for these fees, expenses, or services. Reimbursement may be through any legal means necessary, including either Party's withholding of payment to the other.
2. Attorney Fees related to Mandatory Assistance. In providing each other with dispute or litigation assistance, a Party, or its agents, officers, and employees may incur expenses and/or costs. The other Party agrees that any attorney fees it may incur as a result of assistance provided under this Section (with the exception for attorney fees as provided in Section K, below) are not reimbursable.

### L. JURISDICTION, VENUE & ATTORNEY'S FEES

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

### M. ENTIRE AGREEMENT; AMENDMENTS

This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreement or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may only be amended in writing signed by both Parties.

### N. SEVERABILITY

If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, and the Parties shall negotiate in good faith to replace any such covenant, agreement or portion found to be null and void.

### O. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt

DISPATCH SERVICES AGREEMENT – SAN DIEGO / NATIONAL CITY

of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

To San Diego at:  
San Diego Fire-Rescue Department / ECDC  
Attn: ECDC Deputy Chief  
3750 Kearny Villa Road  
San Diego, CA 92123  
To National City at:  
City of National City  
Attn: Frank Parra, Director of Emergency Services  
1243 National City Blvd.  
National City, CA 91950

With a copy to:  
San Diego Fire-Rescue Department  
Attn: Fire Chief  
600 B Street, 13<sup>th</sup> Floor  
San Diego, CA 92101  
With a copy to:  
City of National City  
Attn: City Attorney  
1243 National City Blvd.  
National City, CA 91950

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter section 265 and San Diego Municipal Code section 22.3222, and by the City of National City.

CITY OF NATIONAL CITY, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of National City, and that I have read all of this Agreement and have executed it on behalf of the City of National City, a municipal corporation.

By: \_\_\_\_\_ Date signed: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

I HEREBY APPROVE the form of the foregoing Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Nicole Pedone, Senior Assistant City Attorney

CITY OF SAN DIEGO, A Municipal Corporation

By: \_\_\_\_\_ Date signed: \_\_\_\_\_  
Colin Stowell, Fire Chief

I HEREBY APPROVE the form of the foregoing Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MARA W. ELIOTT, San Diego City Attorney

By: \_\_\_\_\_  
Noah J. Brazier, Deputy City Attorney

DISPATCH SERVICES AGREEMENT – SAN DIEGO / NATIONAL CITY

ADDENDUM A

No special services are applicable at this time.

## ATTACHMENT 1: ANNUAL OPERATING PLAN

### Estimated Annual Operating Plan City of National City

<b>Dispatching Services by San Diego Fire Rescue</b>	
<b>Billing for Fiscal Year 2019</b>	<b>\$361,050.00</b>
Fiscal Year 2018 Actual Calls	7,500
Projected Increase or Decrease (X%)	5%
<b>Total Dispatching Costs</b>	<b>\$ 9,665,402.34</b>
<b>Total 911 Calls Processed by San Diego</b>	<b>200,760</b>
<b>FY19 Cost per Call</b>	<b>\$ 48.14</b>

<b>Additional Services &amp; Equipment (prices variable based on quotes for actual equipment/services ordered)</b>				
Item or Service Description	Annual Price or	QTY		
	Unit Price		Total	
MDC Software License (\$300 per license per year)	\$ 300.00	0	\$	-
CraddlePoint Modems (\$698.92 per modem per year)	\$ 698.92	0	\$	-
CraddlePoint Net Cloud Manager	\$ -	0	\$	-
Pagers	\$ 54.00	0	\$	-
Phones	\$ 99.00	0	\$	-
Phone Data (\$49.99 per device per month)	\$ 599.88	0	\$	-
Meraki Mobile Device Mgmt \$24.42 per device per month)	\$ 293.04	0	\$	-
Zipit Paging App (\$6.25 per device, per month)	\$ 75.00	0	\$	-
FirstWatch (based on quote)	\$ -	0	\$	-
FireView (based on quote)	\$ -	0	\$	-
INTTERRA (based on quote)	\$ -	0	\$	-
TabletCommand (based on quote per license)	\$ -	0	\$	-
<b>FY 2019 Estimated Cost - Add'l Svcs</b>			<b>\$</b>	<b>-</b>

<b>TOTAL FY 2019 COST ESTIMATE</b>	<b>\$ 361,050.00</b>	<b>*</b>
<b>FY 2019 Billing Schedule</b>		
August	\$90,262.50	
October	\$90,262.50	
January	\$90,262.50	
April	\$90,262.50	
	\$361,050.00	
<b>* Amount subject to change for FY2020. Cost estimates will be based on actual expenditures and adopted budget.</b>		



## ATTACHMENT 2: DATA SHARING AGREEMENT

**THIS AGREEMENT** is made by and between the City of San Diego, ("San Diego"), a municipal corporation; and City of Chula Vista, City of Coronado, City of Imperial Beach, National City, and City of Poway (individually known as "Agency") that contracts for 911/Emergency Dispatching Services from San Diego Fire-Rescue Department, (herein collectively known as "Parties" or individually as "Party"). The purpose of this Agreement is to define the conditions for sharing of dispatch information among the Parties, other public safety entities, and third-party vendors.

### RECITALS

**WHEREAS**, San Diego provides Agency with fire and emergency medical dispatch services under the terms described in the Dispatching Services Agreement, and,

**WHEREAS**, San Diego will perform these services from the Metro Zone Emergency Command and Data Center ("ECDC") and will become a custodian of dispatch data on behalf of Agency, and,

**WHEREAS**, emergency dispatch information is routinely shared across public safety agencies to more effectively and efficiently dispatch emergency resources within the region.

**NOW THEREFORE**, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### A. TERM.

This Agreement shall become effective upon execution by the Parties and shall be binding upon all Parties hereto, until such time as the Parties agree to amend or terminate the Agreement. Any modification shall be set forth in writing and be signed by the Parties. If any Agency is no longer contracting for San Diego Dispatching Services, this Agreement will continue to apply to historical data collected while services were rendered.

#### B. OBLIGATIONS OF THE PARTIES.

1. San Diego will maintain dispatch records and data in accordance with State and Federal regulations.
2. The Parties understand and agree that their data will be collectively pooled in San Diego's CAD database, and will be visible to other public safety entities that access San Diego CAD data in the course of providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support (currently CAD from CentralSquare, Vesta from AT&T, network support from San Diego's vendor, Zensar). Vendors may be subject to change.
3. The Parties understand and agree that their data may be collectively pooled in a joint RMS (Records Management System) database (currently WATER Street Fire RMS), and may be visible to other public safety entities that access the database in the course of providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support (currently FireView from CentralSquare, network support from San Diego's vendor, Zensar). Vendors may be subject to change.

## ATTACHMENT 2: DATA SHARING AGREEMENT

### 4. RCIP CAD Data Sharing.

- a) San Diego is a member of the Regional CAD Interoperability Program ("RCIP"), a CAD-to-CAD solution that connects participating San Diego regional emergency communication systems through a third-party vendor, and
- b) San Diego's membership in RCIP means that Agency's data contained in San Diego's CAD (e.g., unit location, unit status, active calls, call comments, response address, response type, problem nature, etc.) will be shared in real time with all current or future RCIP members, partners and vendors. Current RCIP members include: Heartland Communications Facility Authority ("HCFA"), San Diego Fire-Rescue Department ("SDFD"), North County Dispatch Joint Powers Authority ("NCDJPA"), San Diego County Fire ("SDCF"), and Escondido Fire Department. Current RCIP partners include American Medical Response ("AMR") and San Diego Gas & Electric ("SDG&E"). The current RCIP vendor for technical support and maintenance of the RCIP network is Kologik (a private corporation). RCIP members, partners, and vendors in turn may have their own members, partners, and vendors.

### 5. Internet Applications.

San Diego may extend the use of secured Internet applications for viewing and analyzing CAD data for all its contracted agencies ("web services"). Examples of web services include **VisiNet Browser** (a real time and historical CAD view), **FireView** (data dashboards and reporting tools that include real-time and historical data), **TabletCommand** (incident command and resource management tool), **INTTERRA**, **FirstWatch**, as well as other applications that might be procured or developed. The specific applications, their nature, and availability are subject to change. Agency understands and agrees that it may choose not to utilize these services, however, in certain cases, Agency's data may still be visible to other contracted agencies who do use these services.

### 6. Data Use and Disclosure.

- a) Any CAD data from other public safety agencies or private companies that may be obtained from CAD views or data sharing applications shall only be used in the performance of each Agency's ascribed duties for the safety of the public, and the Parties will not utilize said data for gain, either personal or corporate, other than that gain which is considered to be allowed to be made on behalf of public agencies. The Parties shall not use said data to obtain any perceived advantage or be used against any other Agency, public or private.
- b) Any individual Agency's data will not be otherwise used, shared, published or released without that individual Agency's written consent.
- c) Public Records Acts requests will be referred to the respective Agency whose data is being requested for handling and response.
- d) Legal Obligations to Release. In the case where data release is required by law (e.g., search warrant or court subpoena), the Party being required to turn over data will notify any other respective Agency whose data is included in the mandated release and provide a courtesy copy of data prior to release.

### C. INDEMNIFICATION

In the course of data sharing, the Parties agree to defend, indemnify, protect, and hold all other Parties and their agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to

## ATTACHMENT 2: DATA SHARING AGREEMENT

any Party's employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of any other Party, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided however, that each Party's duty to indemnify and hold harmless shall not include any claims or liability alleged to be arising from the negligence or willful misconduct of any Party, its agents, officers, or employees.

### D. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by electronic mail, upon acknowledgment of receipt of electronic transmission or a reply e-mail; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

**To San Diego at:**

San Diego Fire-Rescue Department / ECDC  
Attn: ECDC Deputy Chief  
3750 Kearny Villa Road  
San Diego, CA 92123

**To Chula Vista at:**

Chula Vista Fire Department  
Attn: Deputy Chief, Director of Administration  
276 Fourth Ave., Building C  
Chula Vista, CA 91910

**To Coronado at:**

Coronado Fire Department  
Attn: Fire Chief  
1001 6th Street  
Coronado, CA 92118

**To Imperial Beach at:**

City of Imperial Beach  
Attn: Chief John French  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

**To National City at:**

City of National City  
Attn: Frank Parra, Director of Emergency Services  
1243 National City Blvd.  
National City, CA 91950

**To Poway at:**

City of Poway  
Attn: Director of Safety Services  
PO Box 789  
Poway, CA 92074-0789

**With a copy to:**

San Diego Fire-Rescue Department  
Attn: Fire Chief  
600 B Street, 13<sup>th</sup> Floor  
San Diego, CA 92101

**With a copy to:**

Chula Vista Fire Department  
Attn: Fire Chief  
276 Fourth Ave., Building C  
Chula Vista, CA 91910

**With a copy to:**

City of Coronado  
Attn: City Manager  
1825 Strand Way  
Coronado, CA 92118

**With a copy to:**

City of Imperial Beach  
Attn: City Attorney  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

**With a copy to:**

City of National City  
Attn: City Attorney  
1243 National City Blvd.  
National City, CA 91950

**With a copy to:**

City of Poway  
Attn: City Attorney  
13325 Civic Center Drive  
Poway, CA 92064

**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter section 265 and San Diego Municipal Code section 22.3222, and by the following cities:

**CITY OF SAN DIEGO**, A Municipal Corporation

ATTACHMENT 2: DATA SHARING AGREEMENT

By: [Signature] Date signed: 4/3/19  
Colin Stowell, Fire Chief

I HEREBY APPROVE the form of the foregoing Agreement, this \_\_\_ day of \_\_\_\_\_, 2019.

MARA W. ELIOTT, San Diego City Attorney

By: \_\_\_\_\_  
Noah J. Brazier, Deputy City Attorney

CITY OF CHULA VISTA, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Chula Vista, and that I have read all of this Agreement and have executed it on behalf of the City of Chula Vista.

By: [Signature] Date signed: 5/6/19  
Jim Geering, Fire Chief

I HEREBY APPROVE the form of the foregoing Agreement, this 6<sup>th</sup> day of May, 2019

By: [Signature]  
Name City Attorney

CITY OF CORONADO, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Coronado, and that I have read all of this Agreement and have executed it on behalf of the City of Coronado.

By: [Signature] Date signed: 4/26/19  
Blair King, City Manager


I HEREBY APPROVE the form of the foregoing Agreement, this 25 day of APRIL, 2019.

By: [Signature]  
JOHANNA N. CANLAS, Coronado City Attorney

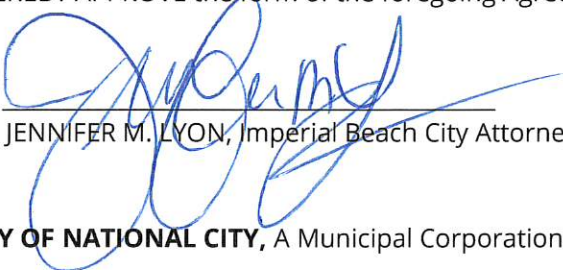
**ATTACHMENT 2: DATA SHARING AGREEMENT**

**CITY OF IMPERIAL BEACH**, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Imperial Beach, and that I have read all of this Agreement and have executed it on behalf of the City of Imperial Beach.

By:  Date signed: 4-17-19  
Andy Hall, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this 17<sup>th</sup> day of April, 2019.

By:   
JENNIFER M. LYON, Imperial Beach City Attorney

**CITY OF NATIONAL CITY**, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of National City, and that I have read all of this Agreement and have executed it on behalf of the City of National City.


By: \_\_\_\_\_ Date signed: \_\_\_\_\_  
Name, Title

I HEREBY APPROVE the form of the foregoing Agreement, this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Name City Attorney

**CITY OF POWAY**, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Poway, and that I have read all of this Agreement and have executed it on behalf of the City of Poway.

By:  Date signed: 3.11.19  
Tina White, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this 19 day of March, 2019.

Rutan & Tucker, LLP

By:   
Alan Fenstermacher, Poway City Attorney

**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
BETWEEN THE CITY OF SAN DIEGO AND THE CITY OF NATIONAL CITY TO  
PROVIDE FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES FOR A TERM  
OF 5 YEARS EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2024 AT A COST OF  
\$361,050.00 IN FISCAL YEAR 2019-2020**

WHEREAS, the City has contracted with the City of San Diego for fire and emergency medical dispatch services since July 1, 2013; and

WHEREAS, the City of San Diego provides dispatch services for the Metro Zone, which includes San Diego, Chula Vista, Coronado, Imperial Beach, National City, and Poway; and

WHEREAS, the National City Fire Department (NCFD) believes that the City of National City's interests are best served with the City of San Diego continuing to provide the City's fire and emergency medical dispatch services in the Metro Zone; and

WHEREAS, the City of National City will compensate the City of San Diego for dispatching services fee in the amount of \$361,050.00 for Fiscal Year 2019-2020; and

WHEREAS, dispatch fees will be subject to change each subsequent fiscal year based on the following: a) The adopted budget for personnel costs which includes fringe and overhead, and; b) Prior year actuals for non-personnel expenditures (NPE);and

WHEREAS, the term of this Agreement will become effective July 1, 2019 and will expire at midnight on June 30, 2024 with the option to extended this Agreement for five (5) additional years by written agreement of the Parties, and subject to the San Diego Mayor's authorization and the authorization of the City of National City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the Mayor to execute a five (5) year Agreement between the City of National City and the City of San Diego to provide fire and emergency medical dispatch services effective July 1, 2019 through June 30, 2024 in an amount not-to-exceed of \$361,050 for FY 19/20.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, 1\) awarding a contract to Portillo Concrete, Inc. in the amount of \\$4,060,691 for the Euclid Avenue Bicycle and Pedestrian Enhancements Project, CIP No. 18-10; 2\) authorizing a 10% contingency in the amount of \\$406,069.10 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) awarding a contract to Portillo Concrete, Inc. in the amount of \$4,060,691 for the Euclid Avenue Bicycle and Pedestrian Enhancements Project, CIP No. 18-10; 2) authorizing a 10% contingency in the amount of \$406,069.10 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

**PREPARED BY:** Jose Lopez, P.E., Associate Engineer

**PHONE:** 619-336-4312

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Contract Award (funds available through prior City Council CIP appropriations)

\$3,335,000: 296-409-500-598-6572 (Euclid Avenue Bicycle and Pedestrian Enhancements)

\$725,691: 109-409-500-498-6573 (SB1, RMRA Gas Tax Funds - Transportation Improvements)

10% Contingency (funds available through prior City Council CIP appropriations)

\$406,069.10: 109-409-500-498-6573 (SB1, RMRA Gas Tax Funds - Transportation Improvements)

**ENVIRONMENTAL REVIEW:**

Categorical Exemption under CEQA Guidelines was filed with the San Diego County Recorder's Office on June 9, 2016.

**ORDINANCE:**

**INTRODUCTION:**

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt Resolution awarding a contract to Portillo Concrete, Inc. in the amount of \$4,060,691 for the Euclid Avenue Bicycle and Pedestrian Enhancements Project, CIP No. 18-10.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contractor Agreement
5. Resolution



## **EXPLANATION**

The project will construct nearly two miles of traffic calming, bicycle and pedestrian enhancements on Euclid Avenue from the northern City limits at Cervantes Avenue south to E. 24<sup>th</sup> Street. Project improvements include traffic calming through road diets, curb extensions, median refuge islands, Class II buffered bicycle lanes, Class III bicycle routes, Class IV bikeways with bend-outs, high visibility crosswalks, pedestrian actuated LED-enhanced crosswalk signs, two High-Intensity Activated crosswalks (HAWKs) located near Paradise Valley Hospital, and a new traffic signal at the entrance to Euclid Plaza (Vallarta Supermarket) and Windsor Heights Apartments.

On February 19, 2019, per Resolution No. 2019- 19, City Council executed PSA No. S18 with the California Department of Transportation (Caltrans) for the Euclid Avenue Bicycle and Pedestrian Enhancements project to allow for reimbursement of up to \$3,335,000 in eligible project expenditures through the State Active Transportation Program.

On April 29, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On May 1, 2019 and May 6, 2019, the bid solicitation was advertised in local newspapers.

On May 20, 2019, three (3) bids were received by the 11:00 a.m. deadline, opened and publicly disclosed. Bid results were posted on the City website. Portillo Concrete, Inc. was the apparent lowest bidder with a grand total bid amount of \$4,060,691. Upon review of all documents submitted, Portillo Concrete, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \$4,060,691.

Staff also recommends authorizing a 10% contingency in the amount of \$406,069.10 to address any unforeseen conditions that may arise.

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

Construction is estimated to be completed by Summer 2020. Updates will be provided on the City's CIP website at: [nationalcityprojects.com](http://nationalcityprojects.com).



## BID OPENING RESULTS

**NAME:** EUCLID AVENUE BICYCLE AND PEDESTRIAN  
 ENHANCEMENTS  
**CIP NO:** 18-10  
**DATE:** Monday, May 20, 2019  
**TIME:** 11:00 A.M.  
**ESTIMATE:** \$3,900,000  
**PROJECT ENGINEER:** Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1.	Portillo Concrete Inc. 3527 Citrus St Lemon Grove, CA 91945	\$4,060,691.00	Bond
2.	Palm Engineering Construction Company 7330 Opportunity Rd. #A San Diego, CA 92111	\$4,299,071.00	Bond
3.	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, CA 92126	\$4,567,789.00	Bond

\* If an additive, alternate or additive/alternate bid items are called for in the Contract Documents, the sum of the base bid and all additive, alternate and additive/alternate bids, if any, shall be used to determine the lowest responsive bid.

**Bid Results for Euclid Avenue Bicycle and Pedestrian Enhancements, CIP No. 18-10**

				Portillo Concrete, Inc.		Palm Engineering Construction Company		Tri-Group Construction and Development, Inc.	
Item No.	Item Description (S) Indicates Specialty Item	Quantity	Unit	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
<b>Base Bid</b>									
1	Mobilization and Demobilization	1	LS	\$40,000.00	\$40,000.00	\$200,000.00	\$200,000.00	\$120,000.00	\$120,000.00
2	Surveying and Construction Staking	1	LS	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$120,000.00	\$120,000.00
3	Signing and Striping	1	LS	\$340,000.00	\$340,000.00	\$280,000.00	\$280,000.00	\$226,000.00	\$226,000.00
4	Traffic Control and Pedestrian Control	1	LS	\$70,000.00	\$70,000.00	\$165,000.00	\$165,000.00	\$100,000.00	\$100,000.00
5	Clearing and Grubbing	1	LS	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$125,000.00	\$125,000.00
6	Unclassified Excavation	1	LS	\$40,000.00	\$40,000.00	\$150,000.00	\$150,000.00	\$113,400.00	\$113,400.00
7	Water Polution Control	1	LS	\$350.00	\$350.00	\$80,000.00	\$80,000.00	\$100,000.00	\$100,000.00
8	4" PCC Sidewalk (SDRSD G-7, G-9, G-10, G-11)	5,354	SF	\$8.00	\$42,832.00	\$8.00	\$42,832.00	\$10.00	\$53,540.00
9	4" PCC Stamped Concrete	564	SF	\$12.00	\$6,768.00	\$13.00	\$7,332.00	\$20.00	\$11,280.00
10	4" PCC Sidewalk with 6" Curb (Detail H Sheet 03)	1,532	SF	\$10.00	\$15,320.00	\$18.00	\$27,576.00	\$15.00	\$22,980.00
11	Thickened Sidewalk Curb (Detail F Sheet 04)	140	LF	\$15.00	\$2,100.00	\$30.00	\$4,200.00	\$50.00	\$7,000.00
12	Curb Ramp (All Types)	25	EA	\$3,500.00	\$87,500.00	\$4,000.00	\$100,000.00	\$3,000.00	\$75,000.00
13	Bike Ramp (All Types)	8	EA	\$5,000.00	\$40,000.00	\$4,500.00	\$36,000.00	\$5,000.00	\$40,000.00
14	6" Curb and Gutter (SDRSD G-2)	655	LF	\$50.00	\$32,750.00	\$40.00	\$26,200.00	\$35.00	\$22,925.00
15	6" Curb (SDRSD G-1)	64	LF	\$40.00	\$2,560.00	\$40.00	\$2,560.00	\$35.00	\$2,240.00
16	6" Median Curb Type B-1 (SDRSD G-6)	250	LF	\$35.00	\$8,750.00	\$30.00	\$7,500.00	\$35.00	\$8,750.00
17	Protected Bikeway Raised Median (Detail F on Sheet 3)	821	LF	\$35.00	\$28,735.00	\$50.00	\$41,050.00	\$10.00	\$8,210.00
18	1' Gravity Retaining Wall Type A (SDRSD C-9)	83	LF	\$100.00	\$8,300.00	\$75.00	\$6,225.00	\$80.00	\$6,640.00
19	Cross Gutter (SDRSD G-12)	1,310	SF	\$20.00	\$26,200.00	\$16.00	\$20,960.00	\$14.00	\$18,340.00
20	Sidewalk Underdrain Pipe (SDRSD D-27)	3	EA	\$200.00	\$600.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00

**Bid Results for Euclid Avenue Bicycle and Pedestrian Enhancements, CIP No. 18-10**

Item No.	Item Description (S) Indicates Specialty Item	Quantity	Unit	Portillo Concrete, Inc.		Palm Engineering Construction Company		Tri-Group Construction and Development, Inc.	
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
21	Concrete Median Passageway, Type A with Domes (Caltrans A88B)	3	EA	\$5,000.00	\$15,000.00	\$4,000.00	\$12,000.00	\$5,000.00	\$15,000.00
22	Asphalt Concrete Pavement	650	TON	\$130.00	\$84,500.00	\$160.00	\$104,000.00	\$128.00	\$83,200.00
23	Class II Aggregate Base	1,420	TON	\$25.00	\$35,500.00	\$60.00	\$85,200.00	\$45.00	\$63,900.00
24	Furnish and Install Mirafi RS380i Woven Geosynthetic, or approved equal	2,500	SY	\$8.00	\$20,000.00	\$15.00	\$37,500.00	\$4.00	\$10,000.00
25	4" Asphalt Mill	35,200	SF	\$1.00	\$35,200.00	\$0.60	\$21,120.00	\$1.10	\$38,720.00
26	4" Asphalt Overlay	850	TON	\$120.00	\$102,000.00	\$140.00	\$119,000.00	\$100.00	\$85,000.00
27	1.5" Asphalt Mill	575,600	SF	\$0.40	\$230,240.00	\$0.36	\$207,216.00	\$0.35	\$201,460.00
28	1.5" Asphalt Overlay	5,190	TON	\$100.00	\$519,000.00	\$110.00	\$570,900.00	\$103.00	\$534,570.00
29	Remove Existing Sidewalk and Construct 4" PCC Sidewalk (SDRSD G-7, G-9, G-10 and G-11)	8,700	SF	\$10.00	\$87,000.00	\$10.00	\$87,000.00	\$11.00	\$95,700.00
30	Remove Existing Curb and Gutter and Construct Curb and Gutter - Match Existing Curb Height (SDRSD G-2)	720	LF	\$40.00	\$28,800.00	\$38.00	\$27,360.00	\$40.00	\$28,800.00
31	Remove Existing Curb Ramp and Construct Curb Ramp (All Types)	36	EA	\$3,500.00	\$126,000.00	\$4,000.00	\$144,000.00	\$4,000.00	\$144,000.00
32	Remove Existing Cross Gutter and Construct Cross Gutter (SDRSD G-12)	690	SF	\$20.00	\$13,800.00	\$20.00	\$13,800.00	\$16.00	\$11,040.00
33	12" Thick Reinforced Bus Pad	5	EA	\$15,000.00	\$75,000.00	\$9,000.00	\$45,000.00	\$18,000.00	\$90,000.00
34	6" Pavement Rehabilitation Dig-Out (Construct AC Pavement)	2,127	TON	\$160.00	\$340,320.00	\$120.00	\$255,240.00	\$172.00	\$365,844.00
35	4" Integral Colored Concrete Bike Path with Keyed Joint (SDRSD G-10)	810	SF	\$15.00	\$12,150.00	\$15.00	\$12,150.00	\$30.00	\$24,300.00
36	Landscape and Irrigation	1	LS	\$110,000.00	\$110,000.00	\$24,000.00	\$24,000.00	\$70,000.00	\$70,000.00
37	Landscape and Irrigation Maintenance Period (12 Months)	12	MO	\$2,500.00	\$30,000.00	\$600.00	\$7,200.00	\$500.00	\$6,000.00

**Bid Results for Euclid Avenue Bicycle and Pedestrian Enhancements, CIP No. 18-10**

				Portillo Concrete, Inc.		Palm Engineering Construction Company		Tri-Group Construction and Development, Inc.	
Item No.	Item Description (S) Indicates Specialty Item	Quantity	Unit	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
38	Vegetated Bioretention Basins with 6" Perforated Pipe	1	LS	\$110,000.00	\$110,000.00	\$45,000.00	\$45,000.00	\$80,000.00	\$80,000.00
39	Furnish and Install 6" Sch-40 PVC Pipe (Detail D on Sheet 5)	100	LF	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$50.00	\$5,000.00
40	Type B-1 Inlet (SDSD SDD-116)	1	EA	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
41	Furnish and Install 8" C-900 DR-14 PVC Pipe (Detail D on Sheet 5)	144	LF	\$235.00	\$33,840.00	\$100.00	\$14,400.00	\$100.00	\$14,400.00
42	Furnish and Install 18" 1350-D RCP Pipe (Detail E on Sheet 5)	96	LF	\$300.00	\$28,800.00	\$300.00	\$28,800.00	\$200.00	\$19,200.00
43	4'x4' Filterra	1	EA	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
44	12"x12" Overflow Riser (Detail C on Sheet 5)	4	EA	\$900.00	\$3,600.00	\$2,000.00	\$8,000.00	\$250.00	\$1,000.00
45	Furnish and Install 12" C-900 DR-14 PVC Pipe	8	LF	\$340.00	\$2,720.00	\$400.00	\$3,200.00	\$200.00	\$1,600.00
46	Construct Type B Inlet (SDRSD SDD-116)	2	EA	\$8,000.00	\$16,000.00	\$10,000.00	\$20,000.00	\$8,000.00	\$16,000.00
47	3" PVC Drain Pipe (Detail D on Sheet 5)	21	LF	\$52.00	\$1,092.00	\$50.00	\$1,050.00	\$50.00	\$1,050.00
48	Furnish and Install 4" Sch-40 PVC Pipe (Detail D on Sheet 5)	4	LF	\$320.00	\$1,280.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00
49	Furnish and Install Sewer Manhole, Frame, Lid and Connection (SDRSD S-2)	2	EA	\$1,100.00	\$2,200.00	\$15,000.00	\$30,000.00	\$15,000.00	\$30,000.00
50	Furnish and Install 8" SDR-35 PVC Pipe (Detail D on Sheet 5)	47	LF	\$72.00	\$3,384.00	\$200.00	\$9,400.00	\$100.00	\$4,700.00
51	Removal, Disposal and Replacement of Unsuitable Material	500	CY	\$50.00	\$25,000.00	\$160.00	\$80,000.00	\$200.00	\$100,000.00
52	LED Illuminated Signs	1	EA	\$76,000.00	\$76,000.00	\$20,000.00	\$20,000.00	\$46,000.00	\$46,000.00

**Bid Results for Euclid Avenue Bicycle and Pedestrian Enhancements, CIP No. 18-10**

Bid Results for Euclid Avenue Bicycle and Pedestrian Enhancements, CIP No. 18-10									
				Portillo Concrete, Inc.		Palm Engineering Construction Company		Tri-Group Construction and Development, Inc.	
Item No.	Item Description (S) Indicates Specialty Item	Quantity	Unit	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
53	Traffic Signal System	1	EA	\$295,000.00	\$295,000.00	\$300,000.00	\$300,000.00	\$246,000.00	\$246,000.00
54	HAWK Pedestrian Crossing System	2	EA	\$116,000.00	\$232,000.00	\$130,000.00	\$260,000.00	\$161,000.00	\$322,000.00
55	Traffic Signal Modification	2	EA	\$125,000.00	\$250,000.00	\$130,000.00	\$260,000.00	\$126,000.00	\$252,000.00
56	Replace Loop Detection	104	EA	\$500.00	\$52,000.00	\$400.00	\$41,600.00	\$700.00	\$72,800.00
57	Furnish and Install Lighting and Electrical	1	LS	\$55,000.00	\$55,000.00	\$60,000.00	\$60,000.00	\$166,000.00	\$166,000.00
<b>SUBTOTAL BASE BID:</b>					<b>\$3,970,691.00</b>		<b>\$4,245,071.00</b>		<b>\$4,462,089.00</b>
<b>Additive Bid</b>									
58	12" Thick Reinforced Bus Pad	6	EA	\$15,000.00	\$90,000.00	\$9,000.00	\$54,000.00	\$18,000.00	\$108,000.00
<b>SUBTOTAL ADDITIVE BID:</b>					<b>\$90,000.00</b>		<b>\$54,000.00</b>		<b>\$108,000.00</b>
<b>GRAND TOTAL - BASE &amp; ADDITIVE BID:</b>					<b>\$4,060,691.00</b>		<b>\$4,299,071.00</b>		<b>\$4,570,089.00</b>

## OWNER - CONTRACTOR AGREEMENT

### EUCLID AVENUE BICYCLE AND PEDESTRIAN ENHANCEMENTS, CIP NO. 18-10

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and Portillo Concrete, Inc. ("Contractor"), 3527 Citrus Street, Lemon Grove, CA 91945 on the 18<sup>th</sup> day of June, 2019, for the construction of the above referenced Project.

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

#### 1. CONSTRUCTION

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

#### 2. CONTRACT PRICE

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

#### 3. TIME FOR PERFORMANCE

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

#### 4. NON-DISCRIMINATION

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

#### 5. AUTHORIZED OWNER REPRESENTATIVES

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

#### 6. WORKERS' COMPENSATION INSURANCE

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

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

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

#### 7. ENTIRE AGREEMENT; CONFLICT

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

#### 8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

#### 9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.



10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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


12. COUNTERPARTS


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

13. FALSE CLAIMS

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

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

  
(Initial)

  
(Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

\_\_\_\_\_  
Alejandra Sotelo-Solis  
Mayor, City of National City

APPROVED AS TO FORM:

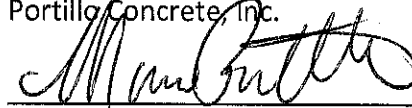
Angil P. Morris-Jones  
City Attorney

By: \_\_\_\_\_

Roberto M. Contreras  
Deputy City Attorney

Contractor:

Portillo Concrete, Inc.



(Owner/Officer signature)

Mario Portillo, CEO/President

Print name and title



(Second officer signature if a corporation)

Tina Portillo, Secretary

Print name and title

30442

Contractor's City Business License No.

680144 BAC-8

State Contractor's License No. and Class

3527 Citrus Street

Business street address

Lemon Grove, CA 91945

City, State and Zip Code

**EXHIBIT A**

**CONTRACT DOCUMENTS**

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

**EXHIBIT B**

**CONTRACT PRICE**

*(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)*

CORPORATE CERTIFICATE

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

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

Corporate Seal: \_\_\_\_\_

Premium will be adjusted  
based on final contract price

**Issued in Triplicate**

**PAYMENT BOND**

Bond No.: 024235974

Premium: Included in Performance Bond

WHEREAS, the City Council of the City of National City, by Resolution No. 2019 - \_\_\_\_\_, on the 18<sup>th</sup> day of June, 2019, has awarded Portillo Concrete, Inc., hereinafter designated as the "Principal", the EUCLID AVENUE BICYCLE AND PEDESTRIAN ENHANCEMENTS, CIP NO. 18-10.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City Council of the City of National City, hereinafter called the "Council", in the penal sum of Four Million, Sixty Thousand, Six Hundred Ninety One (\$4,060,691.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

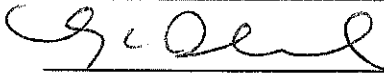
THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 3rd day of June, 2019.

The Ohio Casualty Insurance Company (SEAL)

 (SEAL)

Cyndi Beilman, Attorney-in-Fact (SEAL)

Surety

Portillo Concrete, Inc. (SEAL)

 (SEAL)

Mario Portillo, President (SEAL)

Principal





# CALIFORNIA ALL-PURPOSE 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 June 3, 2019 before me, Dana L. Michaelis, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Bellman

Name(s) of Signer(s)

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 Dana L. Michaelis  
Signature of Notary Public Dana L. Michaelis



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197968-976090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cyndi Beifman, Dana Michaelis, Anne Wright

all of the city of La Mesa state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

- ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of June, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Premium will be adjusted  
based on final contract price

Issued in Triplicate

PERFORMANCE BOND

Bond No.: 024235974

Premium: \$31,832.00

WHEREAS, the City Council of the City of National City, by Resolution No.2019 - \_\_\_\_\_ on the 18<sup>th</sup> day of June, 2019, has awarded to Portillo Concrete, Inc., hereinafter designated as the "Principal", the EUCLID AVENUE BICYCLE AND PEDESTRIAN ENHANCEMENTS, CIP NO. 18-10.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City Council of the City of National City hereinafter called the "Council", in the penal sum of Four Million, Sixty Thousand, Six Hundred Ninety One (\$4, 060,691.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, the City Council, their officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its

obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City of National City and judgment is recovered, the surety shall pay all costs incurred by the Council in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the 3rd day of June, 2019.

The Ohio Casualty Insurance Company (SEAL)

Portillo Concrete, Inc. (SEAL)

*Cyndi Beilman* (SEAL)

*Mario Portillo* (SEAL)

Cyndi Beilman, Attorney-in-Fact (SEAL)

Mario Portillo, President (SEAL)

Surety

Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: \*\* See Attached Acknowledgement \*\*

Name (Type or Print): \_\_\_\_\_  
Notary Public in and for said County and State

My Commission expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE 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 June 3, 2019 before me, Dana L. Michaelis, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

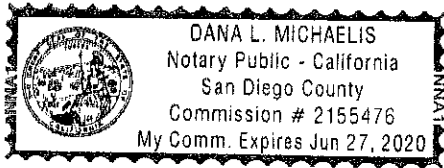
Name(s) of Signer(s)

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 Dana L. Michaelis  
Signature of Notary Public Dana L. Michaelis



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

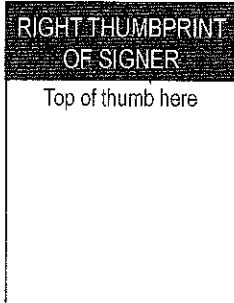
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

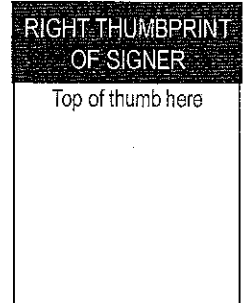
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197968-976090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cyndi Beilman, Dana Michaelis, Anne Wright

all of the city of La Mesa state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate, or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of June, 2019.



By: Renee C. Llewellyn, Assistant Secretary





NOTEPAD:

HOLDER CODE CITYNA1  
INSURED'S NAME Portillo Concrete Inc.

PORTI-1  
OP ID: VP

PAGE 2  
Date 05/29/2019

THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACT EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED PER FORM CG 2010 07/04 AND CG2037 07/04 ATTACHED. PRIMARY AND NON-CONTRIBUTORY WORDING APPLIES. AUTO ADDITIONAL INSURED APPLIES PER ENDORSEMENT ATTACHED. UMBRELLA FOLLOWS FORM.



POLICY NUMBER: 6012668068

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACT EMPLOYEES AND VOLUNTEERS

<b>Location(s) Of Covered Operations</b>
CIP NO. 18-10 - EUCLID AVENUE BICYCLE AND PEDESTRIAN ENHANCEMENTS.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



POLICY NUMBER: 6012668068

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACT EMPLOYEES AND VOLUNTEERS

Location(s) Of Covered Operations
CIP NO. 18-10 - EUCLID AVENUE BICYCLE AND PEDESTRIAN ENHANCEMENTS.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of your **work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your work that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE OF HARTFORD

Insured Name: PORTILLO CONCRETE INC.

Policy No: 6012668068

Endorsement No:

Effective Date: 07/29/2018



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the bodily injury or property damage; or
  2. the offense that caused the personal and advertising injury;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## Contractors' General Liability Extension Endorsement

### 25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

### 26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION - CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to **Owner Controlled Insurance Programs (O.C.I.P.)** or **Contractor Controlled Insurance Programs (C.C.I.P.)** is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amend to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an **Owner Controlled Insurance Program (O.C.I.P.)** or **Contractor Controlled Insurance Program (C.C.I.P.)**.

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:



## Contractors' General Liability Extension Endorsement

This insurance does not apply to:

### Expected or Intended Injury

**Bodily injury or property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

### 11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

### 12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

### 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a health care incident:

CNA74705XX (1-15)  
Page 8 of 17

Policy No: 6012668068  
Endorsement No:  
Effective Date: 07/29/2018

Insured Name: PORTILLO CONCRETE INC

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT**  
**- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II - Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

40020006660126211688059





**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to Section IV, Paragraph A.2.a.:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

**C. Concealment, Misrepresentation or Fraud**

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

**E. Policy Period, Coverage Territory**

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON/ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT	ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/21/2018    Policy No. WSD 5000765 10    Endorsement No. \_\_\_\_\_  
 Insured PORTILLO CONCRETE INC    Premium \$ INCL.  
 Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By \_\_\_\_\_

**RESOLUTION NO. 2019 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,  
AWARDING A CONTRACT TO PORTILLO CONCRETE, INC. IN THE AMOUNT OF  
\$4,060,691 FOR THE EUCLID AVENUE BICYCLE AND PEDESTRIAN  
ENHANCEMENTS PROJECT, CIP NO. 18-10, AUTHORIZE A 10% CONTINGENCY  
IN THE AMOUNT OF \$406,069.10 FOR ANY UNFORESEEN CHANGES, AND  
AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT**

WHEREAS, the Euclid Avenue Bicycle and Pedestrian Enhancements Project will construct nearly two miles of traffic calming, bicycle and pedestrian enhancements on Euclid Avenue from the northern City limits at Cervantes Avenue south to East 24<sup>th</sup> Street; and

WHEREAS, project improvements will include traffic calming through road diets, curb extensions, median refuge islands, Class II buffered bicycle lanes, Class III bicycle routes, Class IV bikeways with bend-outs, high visibility crosswalks, pedestrian actuated LED-enhanced crosswalk signs, two High-Intensity Activated crosswalks (HAWKS) located near Paradise Valley Hospital, and a new traffic signal at the entrance to Euclid Plaza (Vallarta Supermarket) and Windsor Heights Apartments; and

WHEREAS, on February 19, 2019, per Resolution No. 2019- 19, the City Council executed PSA No. S18 with the California Department of Transportation (Caltrans) for the Euclid Avenue Bicycle and Pedestrian Enhancements Project to allow for reimbursement of up to \$3,335,000 in eligible project expenditures through the State Active Transportation Program; and

WHEREAS, on May 20, 2019, the Engineering Department publicly opened, examined, and declared three (3) sealed bids for the Euclid Avenue Bicycle and Pedestrian Enhancements Project; and

WHEREAS, Portillo Concrete, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$4,060,691; and

WHEREAS, a 10% contingency amount up to \$406,069.10 for any unforeseen conditions that may arise.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby awards the contract for the Euclid Avenue Bicycle and Pedestrian Enhancements Project to Portillo Concrete, Inc.

**BE IT FURTHER RESOLVED** by the City Council of the City of National City that the Mayor is hereby authorized to execute a contract in the not-to-exceed amount of \$4,060,691 with Portillo Concrete, Inc., for the Euclid Avenue Bicycle and Pedestrian Enhancements Project. Said contract is on file in the office of the City Clerk.

**Resolution 2019 –**  
Page Two

**BE IT FURTHER RESOLVED** that the City Council hereby authorizes a 10% contingency amount up to \$406,069.10 for any unforeseen conditions that may arise.

**PASSED AND ADOPTED this 18<sup>th</sup> day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving and adopting the Americans with Disabilities Act \(ADA\) Transition Plan for National City. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving and adopting the Americans with Disabilities Act (ADA) Transition Plan for National City.

**PREPARED BY:** Roberto Yano, P.E., Acting City Engineer 

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4383

**APPROVED BY:** 

**EXPLANATION:**

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990, providing comprehensive civil rights protections to individuals with disabilities in the areas of employment, public accommodations, and state and local government services. Title II of the ADA mandates that a public entity evaluate its current services, policies, and practices to determine whether they are in compliance with the non-discrimination regulations of the ADA. The "Self-Evaluation" shall identify challenges or physical barriers that may limit accessibility by disabled persons, describe potential solutions for compliance, and prioritize and fund necessary improvements. Title II requires that ADA improvements be prioritized based on citizen requests, proximity to certain land uses and building types, and ongoing capital improvement projects. The proposed National City ADA Transition Plan provides a comprehensive update to the current Plan, which was adopted by City Council on October 16, 2012, through adoption of Resolution No. 2012-209. The proposed Plan outlines the procedures to be used in updating current inventory and prioritizing improvements, consistent with ADA requirements.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution approving and adopting the Americans with Disabilities Act (ADA) Transition Plan for National City.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. ADA Transition Plan on file in the Office of the City Engineer
2. Resolution

**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING AND ADOPTING THE AMERICANS WITH DISABILITIES ACT (ADA)  
UPDATED TRANSITION PLAN FOR NATIONAL CITY.**

WHEREAS, the Americans with Disabilities Act (“ADA”) was signed into law on July 26, 1990, providing comprehensive civil rights protections to individuals with disabilities in the area of employment, public accommodations, and state and local government services; and

WHEREAS, Title II of the ADA mandates that a public entity evaluate its current services, policies, and practices to determine whether they are in compliance with the non-discrimination regulations of the ADA and describe potential solutions; and

WHEREAS, Title II also requires that ADA improvements be prioritized based on citizen requests, proximity to certain land uses and building types, and ongoing capital improvement projects; and

WHEREAS, the National City ADA Plan outline the procedure to be used in evaluating the inventory to determine its consistency with the Americans with Disability Act of 1990;and

WHEREAS, the National City ADA Transition Plan provided a comprehensive update to the Plan, which was adopted by the City Council on October 16, 2012, through adoption of Resolution No. 2012-209; and

WHEREAS, the proposed updated Plan outlines the procedures to be used in assessing the current inventory and prioritizing improvements, consistent with ADA requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby approves and adopts the Americans with Disabilities Act (ADA) Transition Plan for National City. Said Plan is on file in the office of the City Clerk.

**PASSED and ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit - NEIGHBORS - A community event and fundraiser to celebrate the 8th & B Development. Hosted by Protea National City LLC on July 13, 2019 at 130 East 8th Street. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – NEIGHBORS – A community event and fundraiser to celebrate the 8<sup>th</sup> & B Development. Hosted by Protea National City LLC on July 13, 2019 at 130 E. 8<sup>th</sup> Street.

**PREPARED BY:** Dionisia Trejo |

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** (619) 336-4255

**APPROVED BY:** 

**EXPLANATION:**

This is a request from Protea National City LLC to conduct a celebration for the 8<sup>th</sup> & B Development and a fundraiser for A Reason To Survive (ARTS). This event will take place at 130 E. 8<sup>th</sup> Street on July 13, 2019 and will consist of a free community event in the afternoon and a ticketed dinner and fundraiser in the evening.

Developers of the 8<sup>th</sup> and B Development will collaborate with local South Bay chefs/vendors along with ARTS to produce a culture event with proceeds going to the local creative youth development organization ARTS. The event will be broken up into two parts. The first half of the event will be free and open to the public and will include family friendly activities, interactive art booths run by ARTS, and food vendors. The evening event will be ticketed and include live music, food, a beer garden, and an outdoor art exhibit managed by ARTS. Applicant will provide their own stage and security.

Note: This is the first time this organization has requested a Temporary Use Permit to conduct the NEIGHBORS - A community event and fundraiser to celebrate the 8<sup>th</sup> & B Development.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

City fee of \$272.00 for processing the TUP through various City departments, and \$382.00 for Fire Inspection.

Total fees: \$654.00

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

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

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended conditions of approval. |



City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- Fair/Festival   
  Parade/March   
  Walk or Run   
  Concert/Performance  
 TUP   
  Sporting Event   
 Other (specify) Launch Event

### Event Name & Location

Event Title Launch Event for 8th & B development/fundraiser for ARTS  
 Event Location (list all sites being requested) 130 E 8th Street

### Event Times

Set-Up Starts  
 Date July 12, 2019 Time 8 AM Day of Week Friday  
 Event Starts  
 Date July 13, 2019 Time 10 AM Day of Week Saturday  
 Event Ends  
 Date July 13, 2019 Time 10 PM Day of Week Saturday  
 Breakdown Ends  
 Date July 15, 2019 Time 5 PM Day of Week Monday



### Applicant Information

Applicant (Your name) Kathy Breedlove Sponsoring Organization Protea National City LLC  
 Event Coordinator (if different from applicant) \_\_\_\_\_  
 Mailing Address 3262 Holiday Court, Ste 100, La Jolla CA 92037  
 Day Phone 619-865-4190 After Hours Phone 619-865-4190 Cell 619-865-4190 Fax \_\_\_\_\_  
 Public Information Phone 619-865-4190 E-mail kathy@malickinfill.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Kathy Breedlove Date 5/27/19

## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes  No

Are admission, entry, vendor or participant fees required? Yes  No

If YES, please explain the purpose and provide amount (s):

TBD 2 portion of the event will be free + open to the public. ticket prices will not exceed \$25

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ TBD Estimated Expenses for this event.

\$ TBD What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

First time event  Returning Event  include site map with application

Note that this description may be published in our City Public Special Events Calendar:

NEIGHBORS - a community event to launch the 8th & B development

Developers of the 8th & B project will collaborate with locally reknown chef Phil Esteban and the

WellFed team along with ARTS to produce a signature food, arts and culture event, with proceeds

going to the local creative youth development organization A Reason to Survive (ARTS).

### Estimated Attendance

Anticipated # of Participants: 250 total attendance Anticipated # of Spectators: \_\_\_\_\_

**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes  No

List any streets requiring closure as a result of the event (provide map): \_\_\_\_\_

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes  No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): \_\_\_\_\_

Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Event representatives  
will be stationed at the entrance and will check ID's. 21 and up will receive a wristband. Security  
personnel will be stationed at the entrance to the beer garden to check for wristbands and provide secu

Have you hired Professional Security to handle security arrangements for this event?

Yes  No  If YES, name and address of Security Organization Bald Eagle Security  
Services Inc, 3626 Main Street, San Diego CA 92113

Security Director (Name): Dmitriy Todorov Phone: 619-230-0022

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes  No  If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_  
temporary lighting will be provided as needed

**First Aid**

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes  No  First aid/CPR certified? Yes  No

First aid station to be staffed by professional company. ▶ Company \_\_\_\_\_

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

**Accessibility**

Please describe your Accessibility Plan for access at your event by individuals with disabilities:  
site is accessible

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Elements of your Event**

Setting up a stage? Yes  No

Requesting City's PA system

Requesting City Stage; if yes, which size?  Dimensions (13x28)  Dimensions (20x28)

Applicant providing own stage ▶ \_\_\_\_\_(Dimensions)

Setting up canopies or tents?

4 # of canopies size 10x10

\_\_\_\_\_ # of tents size \_\_\_\_\_

No canopies/tents being set up

**Setting up tables and chairs?**

Furnished by Applicant or Contractor

60 # of tables  No tables being set up

50 # of chairs  No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables  No tables being set up

\_\_\_\_\_ # of chairs  No chairs being set up

Contractor Name \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number

**Setting up other equipment?**

Sporting Equipment (explain) \_\_\_\_\_

Other (explain) \_\_\_\_\_

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes  No

PA System for announcements  CD player or DJ music

Live Music ▶  Small 4-5 piece live band ▶  Large 6+ piece live band

Other (explain) TBD musical acts have not yet been identified but will include acoustic + amplified music

If using live music or a DJ. ▶ Contractor Name \_\_\_\_\_  
▶ \_\_\_\_\_  
Address City/State Phone Number

Using lighting equipment at your event? Yes  No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name \_\_\_\_\_

Address

City/State

Phone Number

Using electrical power? Yes  No

Using Kimball Park Bowl  
Lighting (from \_\_\_\_\_ to \_\_\_\_\_)

Using on-site electricity  For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s)  For sound and/or lighting

For food and/or refrigeration

### Vendor Information

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes  No

Vendors preparing food on-site ▶ # 6 ▶ Business License # vendors will have business lic.

If yes, please describe how food will be served and/or prepared: \_\_\_\_\_

no food will be cooked on site

If you intend to cook food in the event area please specify the method:

GAS  ELECTRIC  CHARCOAL  OTHER (Specify): \_\_\_\_\_

Vendors bringing pre-packaged food ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # 1

Vendors selling food # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

Vendors selling merchandise # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

▶ Explain services \_\_\_\_\_

Vendors passing out information only (no business license needed) # \_\_\_\_\_

▶ Explain type(s) of information \_\_\_\_\_

No selling or informational vendors at event



Having children activities? Yes  No

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # \_\_\_\_\_  Rock climbing wall Height \_\_\_\_\_

Inflatable bouncer slide # \_\_\_\_\_  Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides \_\_\_\_\_  Other \_\_\_\_\_

Having fireworks or aerial display? Yes  No

Vendor name and license # \_\_\_\_\_

Dimensions \_\_\_\_\_ Duration \_\_\_\_\_

Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00

Arranging for media coverage? Yes  No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe \_\_\_\_\_

**Event Signage**

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes  No

Yes, we will post signage # \_\_\_\_\_ Dimensions \_\_\_\_\_

Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # 2

What will signs/banners say? event info - date & time

How will signs/banners be anchored or mounted? \_\_\_\_\_

Location of banners/signage chain link fence

**Waste Management**

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes  No

If yes, please identify the following:

▶ Total number of portable toilets: 1-2

▶ Total number of ADA accessible portable toilets: \_\_\_\_\_

Contracting with portable toilet vendor. ▶ ~~IBD~~ United Rentals  
Company Phone

▶ Load-in Day & Time 7/12 a.m. ▶ Load-out Day & Time 7/15 a.m.

Portable toilets to be serviced. ▶ Time \_\_\_\_\_

**Set-up, Breakdown, Clean-up**

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) 1

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

**NPDES-Litter Fence**

City to install litter fence

Applicant to install litter fence

N/A

**Breaking down set-up the day after the event?**

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) <sup>2</sup> \_\_\_\_\_

No, breakdown will occur on the event day.

**How are you handling clean-up?**

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

**Miscellaneous**

Please list anything important about your event not already asked on this application:

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**Please make a copy of this application for your records.  
We do not provide copies.**



# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event: <u>Launch Event for 8th &amp; B Development</u>	
Event Address: <u>130 E 8th Street</u>	Expected # of Attendees: <u>250</u>
Event Host/Coordinator: <u>Kathy Breedlove</u>	Phone Number: <u>619-865-4190</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: \_\_\_\_\_

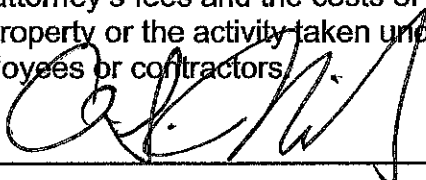
Person in Charge of Activity: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date(s) of Use: \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

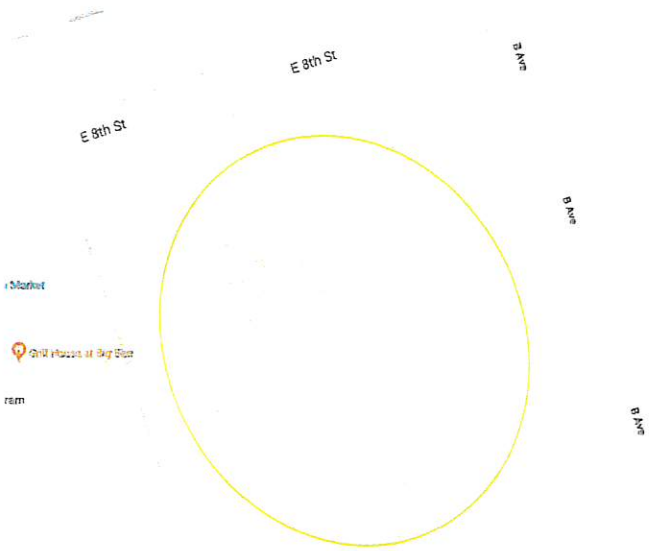
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant:  \_\_\_\_\_

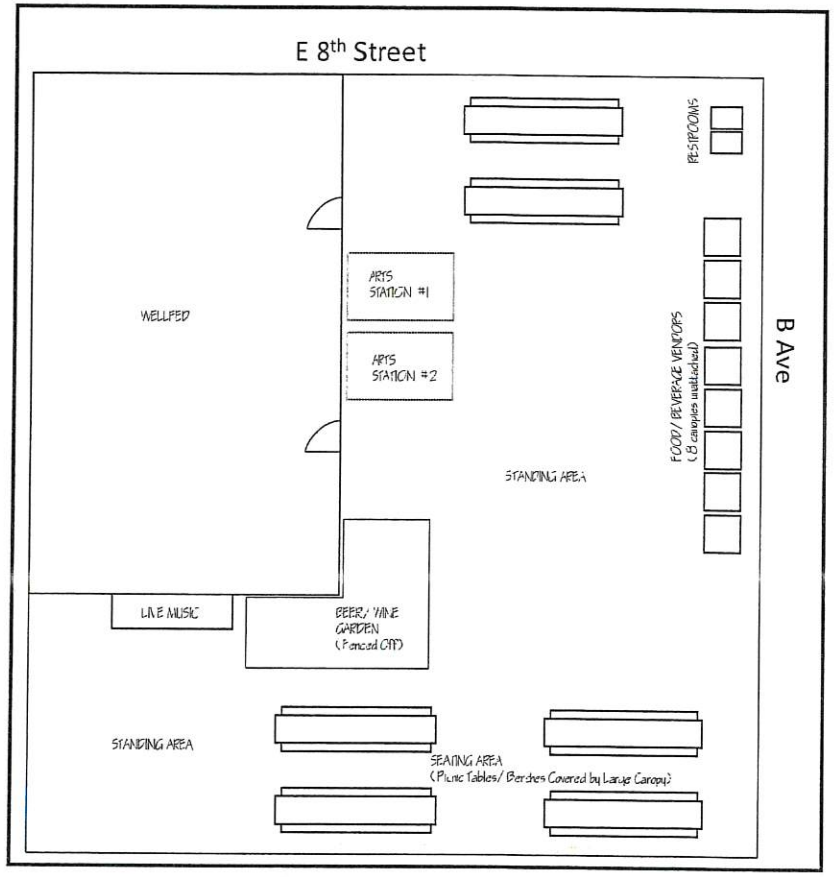
Official Title: MANAGER Date: 5/29/19  
PROTEA NATIONAL CITY, LLC

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_



**DETAILS:**  
**Beer & Wine Garden**- Fenced off with 21 ft netting  
**Live Music**- Located on Loading Dock  
**Seating area**- Picnic tables and benches to seat up to 75 people  
**Food & Beverage Vendors**- Covered canopies all unattached  
**Restrooms**- 2 Portapotties



**CITY OF NATIONAL CITY  
 NEIGHBORHOOD SERVICES DEPARTMENT  
 APPLICATION FOR A TEMPORARY USE PERMIT  
 RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Protea National City LLC**  
 EVENT: **Launch Event for 8<sup>th</sup> & B Development/Fundraiser for ARTS**  
 DATE OF EVENT: **July 13, 2019**

APPROVALS:

RISK MANAGER	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FINANCE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FIRE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
POLICE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
CITY ATTORNEY	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
NEIGHBORHOOD SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]

CONDITIONS OF APPROVAL:

CITY ATTORNEY

Approved on conditions that Risk Manager approves.

NEIGHBORHOOD SERVICES

**Neighborhood Notifications** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

**Display of banners** -- Banners are allowed on site for event but must be removed immediately thereafter during the tear-down. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

## **FINANCE**

The Sponsor (Protea) will need a business license. ARTS (A Reason to Survive) needs to renew their business license. I will need a vendors list at least 2 weeks before the event and all vendors need a business license.

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

## **FIRE (619) 336-4550**

### INSPECTION REQUIRED

\$191.00 INSPECTION FEE FOR INSPECTIONS OCCURING AFTER HOURS OR ON WEEKENDS OR HOLIDAYS, \$191.00 ASSEMBLY FEE.

TOTAL AT THIS TIME \$382.00

ALL FEES CANNOT BE CALCULATED BASED OFF INCOMPLETE INFORMATION.

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Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways.
- 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately out of the Fire Lane upon approach of emergency vehicle(s).
- 5) Vehicles within venue shall be isolated from contact with the tents, canopies or membrane structures. Vehicles shall be at least **20** feet away from tents, canopies and membrane structures.



- 6) You listed food but no cooking on site? What type of food item will you have so we can provide any needed stipulations?
- 7) The Event will be required to provide a First Aid station.
- 8) Provide a minimum of 2A:10BC fire extinguishers throughout the area. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher. Large canopies, tents and stages will require fire extinguishers. (Contact NCFD for more info if needed)
- 9) Every room or space (Fenced in location), shall have the occupant load of the space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall be posted by the Building or Fire Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded. Contact the NC Building Dept. (contact NCFD for more info if needed)
- 10) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more. Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner and shall exit to a viable public way.
- 11) The arrangement of aisles shall be subject to approval by the building and fire code official, and shall be maintained clear at all times during occupancy.
- 12) The floor surface and grounds outside shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises. Including all tripping hazards.
- 13) Internal combustion power sources that may be used for "Emergency Power" shall be of adequate capacity to permit **uninterrupted operation** during normal operating hours.
- 14) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure.
- 15) A drip pan shall be used to capture oils and fuel lost during normal operation.

- 16) Diesel fuel stored, shall be no more than 10 gallons of fuel. Diesel fuel shall be stored no closer than 20 feet from generator.
- 17) Diesel fuel shall be protected from impact of surrounding vehicles and machinery (20 feet). Container holding fuel, shall meet all state and federal guidelines for holding vessel and storage.
- 18) Approved holding vessel (container) shall be labeled (DOT) so as to describe its contents. Label shall be visible to all oncoming emergency personal.
- 19) Diesel fuel container shall have secondary containment to meet code.
- 20) Diesel fuel container shall be bonded and grounded to meet code.
- 21) Dispensing of fuel shall meet code requirements for the correct dispensing of flammable and combustible liquids. Gravity style dispensing apparatus shall not be used.
- 22) Provide a 2A:10BC fire extinguisher at entrance to generator. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 23) Any electrical power used, is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only, and shall be protected so as not to create a tripping hazard to the public. Consult building official for requirements and inspection of possible temporary power/electrical.
- 24) A clear **revised** site map shall be required for this event to include requirements mentioned in this document if different from the original? You will need to include all dimensions for the area.
- 25) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event.
- 26) Occupant load of building must be maintained at all times at the door with a counter to be available at will for inspection by City Officials.
- 27) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$191.00) dollars. Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the National City Fire Department for this event
- 28) Fire Department fees can only be waived by City Council

- 29) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Certificate of State Fire Marshal flame resistance shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$353.00
501 – 600 sf -	\$394.00
601 – 700 sf -	\$515.00

Tents:

0 – 200 sf -	\$300.00
201 – (+) sf -	\$600.00

- 30) Stage, is there a cover or walls? What are they made of? This info will need to be reviewed for possible stipulations?
- 31) Your map shows a possibility of 800 plus square feet of canopies or tents buy the food vendors as well as a large canopy covering a picnic table seating area. Complete information will need to be submitted with all documentation for evaluation and fees.
- 32) Places of Assembly require a 105 (CFC) California Fire Code Permit, \$191.00.
- 33) The possible occupant load of 250 persons will require a minimum for 2 exits which meet code.
- 34) The old loading dock being used for a stage may require some upgrades to be usable for the event?
- 35) Based on any/all new information or changes given for this TUP new stipulations and fees may be required.

Approval Contingent upon Final Field Inspection and Compliance with All Applicable Codes and Ordinances

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

## **POLICE DEPARTMENT**

It is required this event have a 6' chain link fence to separate the general public from this 21 and over event/area.

Based on the estimated 250 participants, the police department recommends that applicant hire 5 licensed and bonded private security officers for this event. This is based on the ratio of 1 to 50 person ratio of the expected 250 participants.

In the event the police department receives noise complaints from citizens regarding the live or amplified music, it will be required for the sound level to be lowered to an acceptable level. The live and amplified music should not extend past 10:00 P.M.

Applicant will need to process a one day ABC permit.

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit - Lowrider Association 1st Annual Car Show hosted by the Lowrider Association at Kimball Park on September 21, 2019 from 11 a.m. to 5 p.m. with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – Lowrider Association 1<sup>st</sup> Annual Car Show hosted by the Lowrider Association at Kimball Park on September 21, 2019 from 11 a.m. to 5 p.m. with no waiver of fees.

**PREPARED BY:** Dionisia Trejo

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** (619) 336-4255

**APPROVED BY:** 

**EXPLANATION:**

This is a request from the Lowrider Association to conduct the Lowrider Association 1<sup>st</sup> Annual Car Show event at Kimball Park on September 21, 2019 from 11 a.m. to 5 p.m. Set up for this event will commence at 7 a.m. and dismantling by 6 p.m.

This event will consist of lowrider vehicles & motorcycle displays, food vendors, live entertainment and vendor booths. There will be a registration fee to participate in this event as a vendor or have a vehicle display, however all proceeds will benefit the Boys and Girls Club in National City. This event is open to the public.

Applicant is also requesting that cruising on Highland Avenue from E. 24<sup>th</sup> Street to Division Street be allowed from 4 p.m. to 6 p.m. as part of this event.

NOTE: This is the first time this organization has requested a Temporary Use Permit to conduct the Lowrider Association 1<sup>st</sup> Annual Car Show and they are not currently a co-sponsored event.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

City fee of \$237.00 for processing the TUP through various City departments, plus \$191.00 for the Fire Permit, \$3,913.20 for Police Department and \$489.08 for Public Works.

Total fees: \$ 4,830.28 |

**ENVIRONMENTAL REVIEW:**

N/A |

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

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

**BOARD / COMMISSION RECOMMENDATION:**

N/A |

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended conditions of approval |



City of National City ■ Neighborhood Services Department  
 1243 National City Boulevard ■ National City, CA 91950  
 (619) 336-4364 ■ fax (619) 336-4217  
 www.nationalcityca.gov

## Special Event Application

### Type of Event

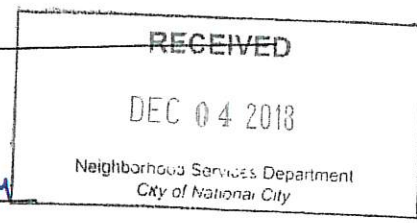
- Fair/Festival   
  Parade/March   
  Walk or Run   
  Concert/Performance  
 TUP   
  Sporting Event   
 Other (specify) Car Show

### Event Name & Location

Event Title Lowrider Association 1<sup>st</sup> Annual Car Show  
 Event Location (list all sites being requested) Kimball park

### Event Times

Set-Up Starts Date 9-21-19 Time 7:00 AM Day of Week Saturday  
 Event Starts Date 9-21-19 Time 11:00 am Day of Week SATURDAY  
 Event Ends Date 9-21-19 Time 5:00pm Day of Week SATURDAY  
 Breakdown Ends Date 9-21-19 Time 6:00 pm Day of Week SATURDAY



### Applicant Information

Applicant (Your name) Rob Rice Robert Casas Sponsoring Organization Lowrider Association  
 Event Coordinator (if different from applicant) Robert Casas and Mike Ochoa  
 Mailing Address 2828 I Avenue, National City, CA 91950  
 Day Phone 619 919-1235 After Hours Phone 619-919-1235 Cell 619-919-1235 Fax N/A  
 Public Information Phone \_\_\_\_\_ E-mail cutandtrim@cox.net

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 12/04/2018

## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes  No

Are admission, entry, vendor or participant fees required? Yes  No

If YES, please explain the purpose and provide amount (s):

to organize neighborhood community, to give back to the Boys and Girls Club in National City and to cover expenses.

\$ 7,000.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 6,000.00 Estimated Expenses for this event.

\$ 1,000.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

First time event  Returning Event  include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Car show at Kimball park free for the community, family oriented, non-alcohol event,

cruising on Highland Avenue from 24th street to Division and back for 2-3 hours From 4 p.m. to 6 p.m.

### Estimated Attendance

Anticipated # of Participants: 350-450 Anticipated # of Spectators: 1,500



**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes  No

List any streets requiring closure as a result of the event (provide map): N/A

Date and time of street closure: N/A Date and time of street reopening: N/A

Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes  No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):  
N/A

Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We will have our own  
security unless we are required to get security from the city

Have you hired Professional Security to handle security arrangements for this event?

Yes  No  If YES, name and address of Security Organization \_\_\_\_\_

I would like Request MCP.D.

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2-Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes  No  If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: N/A

**First Aid**

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes  No  First aid/CPR certified? Yes  No

First aid station to be staffed by professional company. ▶ Company \_\_\_\_\_

**Accessibility**

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Elements of your Event**

Setting up a stage? Yes  No

Requesting City's PA system

Requesting City Stage; if yes, which size?  Dimensions (13x28)  Dimensions (20x28)

Applicant providing own stage ▶ \_\_\_\_\_ (Dimensions)

Setting up canopies or tents?

10 # of canopies size 10x10

\_\_\_\_\_ # of tents size \_\_\_\_\_

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

10 # of tables  No tables being set up

50 # of chairs  No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables  No tables being set up

\_\_\_\_\_ # of chairs  No chairs being set up

Contractor Name Applicant

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number



- Food/beverages to be handled by organization; no outside vendors
- Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_
  - ▶ Explain services \_\_\_\_\_
- Vendors passing out information only (no business license needed) # \_\_\_\_\_
  - ▶ Explain type(s) of information \_\_\_\_\_
- No selling or informational vendors at event

Having children activities? Yes  No

**PLEASE NOTE:** In the event inflatable jumps are provided at the event. The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- Inflatable bouncer house # \_\_\_\_\_  Rock climbing wall Height \_\_\_\_\_
- Inflatable bouncer slide # \_\_\_\_\_  Arts & crafts (i.e., craft making, face painting, etc.)
- Other \_\_\_\_\_

Having fireworks or aerial display? Yes  No

- Vendor name and license # \_\_\_\_\_
- Dimensions \_\_\_\_\_ Duration \_\_\_\_\_
- Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes  No

- Yes, but media will not require special set-up
- Yes, media will require special set-up. Describe \_\_\_\_\_

**Event Signage**

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes  No

Yes, we will post signage # \_\_\_\_\_ Dimensions \_\_\_\_\_

Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # \_\_\_\_\_

What will signs/banners say? \_\_\_\_\_

How will signs/banners be anchored or mounted? \_\_\_\_\_

**Waste Management**

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes  No

If yes, please identify the following:

▶ Total number of portable toilets: 5

▶ Total number of ADA accessible portable toilets: 1

Contracting with portable toilet vendor. ▶ \_\_\_\_\_  
Company Phone

▶ Load-in Day & Time \_\_\_\_\_ ▶ Load-out Day & Time \_\_\_\_\_

Portable toilets to be serviced. ▶ Time \_\_\_\_\_

**Set-up, Breakdown, Clean-up**

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) \_\_\_\_\_

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown

No, vehicles will load/unload from nearby street or parking lot.

**NPDES-Litter Fence**

- City to install litter fence
- Applicant to install litter fence
- N/A

**Breaking down set-up the day after the event?**

- Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) \_\_\_\_\_
- No, breakdown will occur on the event day.

**How are you handling clean-up?**

- Using City crews
- Using volunteer clean-up crew during and after event.
- Using professional cleaning company during and after event.

**Miscellaneous**

Please list anything important about your event not already asked on this application:

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**Please make a copy of this application for your records.  
We do not provide copies.**



# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event: <u>Lowrider Association</u>	
Event Address: <u>Kimball Park</u>	Expected # of Attendees: <u>1,500</u>
Event Host/Coordinator: <u>Mike Ochoa/Robert Casas</u>	Phone Number: <u>619-919-1235</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>20</u>	<b>X</b>		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>20</u>	<b>X</b>		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<b>X</b>		
Do all storm drains have screens to temporarily protect trash and debris from entering?	<b>X</b>		
Are spill cleanup kits readily available at designated spots?	<b>X</b>		

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

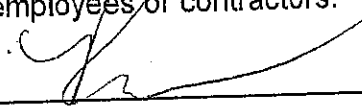
Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: Lowrider Association  
Person in Charge of Activity: Mike Ochoa/Robert Casas  
Address: 2828 I Avenue, National City, CA 91950  
Telephone: \_\_\_\_\_ Date(s) of Use: \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_







THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p><b>City of National City, its officials, agents, employees and volunteers</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Lowrider Association**  
 EVENT: **Lowrider Association 1<sup>st</sup> Annual Car Show**  
 DATE OF EVENT: **September 21, 2019**

**APPROVALS:**

DEVELOPMENT SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO [ ]	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
NEIGHBORHOOD SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [x]

**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES (619) 336-4318**

Planning

1. All activities shall comply with the limitations contained in Table III of NCMC Title 12 (Noise).
2. All speakers shall face away from residential properties.

**FINANCE**

The applicant will need a "Special Event" business license. The fee will be \$24.00. Also, all retail and food vendors will need a business license.

**COMMUNITY SERVICES**

No involvement

## **PUBLIC WORKS**

### **Parks Division**

1. Three hours for set up on Thursday 9/19/19 to mark off the valve boxes and irrigation and paint a fire lane at regular pay @ 32.60 (\$97.80)
2. One staff for the duration of event 8 hours from 10 am to 6 pm for litter control and service public restrooms. Overtime rate at \$48.91 total \$391.28 on September 21<sup>st</sup>
3. Event organizer did not request the City Stage and PA.
4. Total expense for event \$489.08

### **Facilities Divisions**

No involvement

### **Street Division**

No involvement

## **CITY ATTORNEY**

Chapter 11.68 contains the controlling Municipal Code sections that apply to cruising in National City. More specifically, National City Municipal Code §11.68.020 provides that before one could be in violation of the code signs, one would have to be placed on any portion of any street determined to be subject to cruising controls. In the matter at hand, if the Council approves the TUP such approval would result in the Council authorizing cruising on Highland Avenue from E. 24th Street to Division Street from 4:00 PM to 6:00 PM on September 21, 2019 as part of the event. In other words, such streets would not be designated as a Cruising Control Zone for express time approved by the Council.

The City Attorney advises the City Council to only grant approval on the condition that there is sufficient police and fire presence during the entire event as reflected by the comments from the Police and Fire Departments.

## **NEIGHBORHOOD SERVICES**

***Neighborhood Notifications*** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

**RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned request to for the issuance of a Temporary Use Permit. As a condition of the issuance of the permit the following documents has been provided:

- A valid copy of the Certificate of Liability Insurance.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate which covers the date and location of the event.
- The applicant has provided a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers".
- The insurance company issuing the insurance policy has a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company.
- The Certificate Holder reflects:  
City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA. 91950

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

## **POLICE DEPARTMENT**

The applicant states that a car show will occur at Kimball Park and an additional request for "cruising" Highland Avenue, from 24<sup>th</sup> Street to Division Street, for approximately 2 to 3 hours. They are not requesting to close any streets and not hiring any security. The estimated attendance by the event organizers is expected to be approximately 1,500. The crowds could be potentially larger.

In reviewing the Special Event Application, the National City Police Department cannot approve the "cruising" on Highland Avenue as this is a violation of National City Municipal Code section 11.68.050. We will work the City Attorney's Office upon City Council recommendation and or approval of this event.

The "Car Show" portion of this event is estimated to draw 1,500 attendees and as stated above, no security company will be hired for the park. The applicant plans to have his "own" security which is vague and left for interpretation as to the level of training and or role that they will play. Therefore, it is reasonable and prudent for the City to require the use of NCPD officers for the event.

It is the recommendation of the National City Police Department that (4) NCPD Police Officers are on site to manage the crowd. Those officers will complement the said "own" security detail and provide police services on the day of the event.

Two (2) Parking Enforcement Officers are required to handle the influx of people / traffic congestion coming to this event. The traffic situation will be an obstacle to handle for first responders.

The total cost for police services for (4) Police Officers, 10 hours per officer, will be \$3,184.00. The breakdown is for 9.5 hours in the park and ½ hour total for donning and doffing. That would be for a total of 40 hours of overtime, at a pay rate of \$79.60 per hour.

The total cost for police services for (2) Parking Enforcement Officers, 10 hours per officer, will be \$729.20. That would be for a total of 20 hours of overtime, at a pay rate of \$36.46 per hour.

NCPD will also provide extra patrol with on-duty personnel as available. Again, September 21, 2019 is a Saturday and NCPD will be deploying a regular shift of officers (4-5). There will not be overlapping squads to help.

An on-site survey of the event location was conducted and it was determined the following is required in order to handle the crowds and parking issues that will be encountered:

- (2) Police Officers in the grass area
- (2) Police Officers in the parking lot area
- (2) Parking Enforcement Officers to be mobile and address any parking issues that will arise

**Total cost for Police Services:**

Title / Total	# of Hrs. Worked	Hourly Rate	Total
(4) Police Officers	10 x 4 = 80	\$79.60	\$3,184.00
(2) PEO	10 x 2 = 20	\$36.46	\$729.20

Total for Police Services= \$ 3,913.20

**FIRE (619) 336-4550**

**INSPECTION REQUIRED**

**After hours inspection is two hundred dollars (\$191.00). Total Fees currently are (\$191.00). Other Fees may be required if changes are made or more info is provided for the event. Fees can only be waived by City Council.  
**MEETING REQUESTED WITH ORGANIZER PRIOR TO THE EVENT****

Stipulations required by the Fire Department for this event are as follows:

- 1) I see no street closures requested at this point, but access to all businesses along the parade route or street closures are to be maintained at all times Access to entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Department access into and through all business areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).



- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 7) Provide a 2A:10BC fire extinguisher at stage. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 8) All cooking booths or areas to have one 2A:10BC. If grease or oil is used for cooking, a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example.**
- 9) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. **A ten feet separation distance must be maintained between tents and canopies.**
- 10) A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Additionally cooking of anything producing grease laden vapor shall not be allowed under the tents or canopies unless venting is provided. Please see Fire Department for direction.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$353.00
501 – 600 sf -	\$394.00
601 – 700 sf -	\$515.00

Tents:

0 –200 sf -	\$300.00
201 – (+) sf -	\$600.00

- 11) Fire Department access into and through the booth areas are to be maintained at all times.

- 12) Internal combustion power sources that may be used for inflatable rides, cooking booths, etc. shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use.
- 13) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from the ride.
- 14) **Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents and canopies Inflatable Zone.**
- 15) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring Only".
- 16) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.
- 17) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of one hundred and ninety one (\$191.00) dollars.
- 18) The Lowrider Association will need to hire (1) one (AMR) American Medical Response Unit to be available on-site to provide First Aid for the 1500 attendees.
- 19) Every vehicle in attendance will need to have on hand a minimum of one 2A:10BC fire extinguisher tagged with the current certification for their vehicle. Option for the event to provide, see #20
- 20) The car show may provide event fire extinguishers. This can be accomplished by placing them at a 75 feet layout around car show. Contact the fire department for additional information requirements.
- 21) No Parking, tents or Canopies in the Fire Lane marked by Public Works.
- 22) Internal combustion power sources that may be used for emergency power shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted prior to start of the event.
- 23) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from the tent.
- 24) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements.

- 25) If there are food vendors in booths more fees and/or stipulations may apply there is not enough information on the TUP please provide.
- 26) You have listed (10) 10'x10' Canopies but the layout is not shown on your map more fees and/or stipulations may apply there is not enough information on the TUP please provide.

**The event will require an after hours/weekend (\$191.00) inspection prior to the start of the event.**

If you have any questions please feel free to contact me

The following page(s) contain the backup material for Agenda Item: [Request for Authorization to Opt Out of Microenterprise Home Kitchen Operations \(MEHKO\) Program Participation, which allows individuals to operate a food facility out of a private home, and Request for Approval of Letter Opposing Pending Legislation \(AB-377, Garcia\) that would eliminate the City's authority to Opt Out of MEHKO Program Participation. \(City Attorney\).](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Request for Authorization to Opt Out of Microenterprise Home Kitchen Operations ("MEHKO") Program Participation, which Allows Individuals to Operate a Food Facility out of a Private Home, and Request for Approval of Letter Opposing Pending Legislation (AB-377, Garcia) that Would Eliminate the City's Authority to Opt Out of MEHKO Program Participation.

**PREPARED BY:** Roberto M. Contreras

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4412

**APPROVED BY:** 

**EXPLANATION:**

Effective January 1, 2019, Assembly Bill No. 626 (Garcia) established MEHKOs as a permitted residential use where individuals can sell meals prepared in their home to consumers for pick-up, delivery, or onsite consumption. Assembly Bill No. 377 (Garcia), in its current form before the State Legislature, proposes various changes to MEHKOs that would, for example, eliminate cities' ability to opt out of the MEHKO program.

This presentation will explore (1) legislative history surrounding MEHKOs, (2) legal discussion of existing law, (3) AB-377's proposed changes to existing law, as well as (4) identify possible challenges to implementing and regulating MEHKOs within National City. Staff seeks City Council authorization and direction to opt out of MEHKO participation and also seeks approval to sign a letter of opposition to Assembly Bill No. 377 (Garcia) which will be provided at the June 18, 2019 City Council Meeting.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

For reasons to be explained in the presentation, staff recommends that the City Council: (1) opt out of MEHKO program participation, and (2) approve attached letter of opposition to Assembly Bill No. 377

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

The following page(s) contain the backup material for Agenda Item: [An update on the Community Development Commission-Housing Authority of the City of National City \(“CDC-HA”\) and request for direction on the implementation of a CDC-HA advisory committee. \(Housing\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** June 18, 2019

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

An update on the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") and request for direction on the implementation of a CDC-HA advisory committee.

**PREPARED BY:** Carlos Aguirre, Housing Manager

**DEPARTMENT:** Housing Authority

**PHONE:** 619-336-4391

**APPROVED BY:** 

**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** \_\_\_\_\_

N/A

**APPROVED:** \_\_\_\_\_ Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff is requesting direction on the implementation of a CDC-HA advisory committee.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report

**Community Development Commission- Housing Authority  
of the City of National City  
June 18, 2019  
Staff Report**

**Agenda Item: An update on the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) and request for direction on the implementation of a CDC-HA advisory committee.**

The Community Development Commission-Housing Authority of the City of National City (CDC-HA) has served as a catalyst for housing development and programs for the City since its inception by City ordinance in October 1975. The Housing Authority was merged with the Community Development Commission of the City of National City in 2011 when the State of California dissolved local redevelopment agencies. The staff presentation will review the recent history and performance of the CDC-HA and provide additional information on funding for housing projects that is currently available or in the near future through state and federal sources. The presentation will also touch on innovative tools and programs that are becoming available to incentivize housing production and the expectations for housing performance set through the Housing Element of the City’s General Plan.

The CDC-HA has approximately \$23 million dollars from the sale of the Morgan and Kimball Towers Recapitalization and Rehabilitation Project. With this financial resource and by leveraging grants and other housing revenues, the CDC-HA is positioned to continue to play a critical role in the planning and development of housing opportunities and programs in the City of National City. However, the CDC-HA seeks to encourage the participation of the public further as staff works through the upcoming Fiscal Year 2020 budget cycle to implement a comprehensive budget plan for the Housing Authority funding priorities and operational costs.

Before 2011, the Housing Authority had the City’s planning commission serve as a committee on housing and community development. When the planning commission functioned as a CDC-HA advisory committee, it was comprised nine total members: seven members of said planning commission by virtue of the office (ex-officio) as well as two members who are tenants of the CDC-HA, one being over the age of sixty two, appointed at the pleasure of the City Council, to sit with the seven members of the commission when the body was acting in the capacity and carrying out the functions of the committee. The purpose of the committee was to encourage communications from persons, organizations, and institutions in the City of National City, and give advice and make recommendations to the Community Development Commission or to the projects, programs, and policies including: housing improvements, housing assistance, neighborhood improvements, and federal and state housing law implementation. Further, the CDC-HA advisory committee worked on reviewing, revising, and implementing the general plan through ordinances, capital improvement projects, public promotion, civil consultation, and evidentiary hearings. Additionally, the committee had worked to make recommendations on the Section 8 Housing Assistance Payments Program for existing housing and new construction; however, this ordinance may be amended to suit the needs and the scope of the committee better.

Staff is requesting further direction on reconsidering the structure of the CDC-HA advisory committee by adding two additional members to the planning commission and creating a separate meeting during one meeting every month. Finally, staff reiterates that the ultimate goal of the CDC-HA advisory committee would involve communicating to the City Council recommended courses of action relating to housing issues, plans, and projects for the CDC-HA.



The following page(s) contain the backup material for Agenda Item: [Verbal report on MLK Community Center facility reservation process. \(Community Services\)](#)  
Please scroll down to view the backup material.

**Item # \_\_\_\_**  
**6/18/19**

**Verbal report on MLK Community Center facility reservation  
process.  
(Community Services)**

The following page(s) contain the backup material for Agenda Item: [Organizational Update and Assigning Staff Liaisons for Regional Boards and Committees. \(City Manager\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
06/18/19

**Organizational Update and Assigning Staff Liaisons  
for Regional Boards and Committees**

**(City Manager)**



# National City Residents, Businesses, & Visitors

**Mayor and City Council**

**City Clerk**

**City Treasurer**

- |   |   |
|---|---|
| <p><b>City Hall</b><br/>1243 National City Blvd.<br/>MLK Jr. Community Ctr<br/>140 E. 12<sup>th</sup> Street</p> <p><b>Police Department</b><br/>1200 National City Blvd.</p> <p><b>Nutrition Center</b><br/>1415 D Ave.</p> <p><b>Library</b><br/>1401 National City Blvd.</p> | <p><b>Boards &amp; Commissions</b><br/><b>Regional Assignments</b></p> <p><b>Fire Station 31</b><br/>2333 Euclid Ave.</p> <p><b>Fire Station 34</b><br/>343 E. 12<sup>th</sup> Street</p> <p><b>Fire Station 33</b><br/>2005 E. 4<sup>th</sup> Street</p> |
|---|---|

**City Attorney**

- Economic Development**
- Business Retain & Recruit
  - Adopt-A-Place/AROW/SFIP
  - Opportunity Zones
  - Together We Can Campaign
  - Permit Streamlining
  - Public Private Partnerships
  - Special Projects
  - Port District (Commissioner)
  - SANDAG (see below)

**City Manager**

- PR & Communications**
- Community and Police Relations Commission
  - Veterans and Military Advisory Committee
  - NC Connect (See ClickFix)
  - Neighborhood Council Program
  - Public Information
  - Social Media

- Bid openings
- Boards & Commissions
- Claims against the City
- City Council minutes
- Elections
- Municipal Code
- Public Noticing
- Translation Services

- Collection of City taxes and license fees
- Investments

- Records Manager**
- Custodian of Records
  - Public Records Requests

**Police**

**Emergency Services**

**Engineering**

**Public Works**

**Community Services**

**Housing & Community Development**

**Administrative Services**

- Field Operations:**  
**Neighborhood Policing Teams**
- Patrol Operations
  - Community Services Unit
  - Traffic Unit
  - Canine Unit
  - SWAT
  - Animal Regulations Unit
- Investigations Unit**
- Core Investigations
  - Task Force Units
  - Gang Enforcement Team
  - Property & Evidence Unit
  - Homeland Security Unit
- Administration Support**
- Internal Affairs
  - Recruiting/Backgrounds Unit
  - Training Unit
  - Crisis Negotiations Unit (CNT)
- Operations Support**
- Grants
  - Fleet
  - Peer Support
- Support Services**
- Communications Center
  - Records Unit
  - Alarm Program
  - Crime Analysis Unit
  - Management Information Systems

- Fire Suppression & Emergency Medical**
- Community Emergency Response Team
  - Emergency medical response/paramedic
  - Fire Suppression
  - Trauma Intervention Program Liaison
  - Hazardous Materials Response
  - Rescue Operations
  - Station Tours

- Fire Administration & Fire Prevention**
- Issuance of Fire Dept. Permits
  - Design Plan Intake
  - False Alarm Recovery Program
  - Commercial fire inspections
  - Fire Annual inspections
  - New Business License Inspections
  - Haz Mat Inspections
  - Juvenile Fire Setter Intervention
  - Apartment, School, High-rise Inspections
  - CPR/AED Classes
  - Weed Abatement

- Capital Improvement Program**
- Infrastructure
  - Parks & Facilities
  - Vehicle Fleet/EV Program
  - Needs Assessments
- Environmental Compliance**
- Storm Water/Wastewater
  - Commercial Fats, Oils & Grease
  - Hazardous Materials (HAZMAT)
  - Trash & Recycling (EDCO)
  - Energy Conservation
  - Sweetwater Authority
  - San Diego County Water Authority
  - Metro Wastewater JPA
  - Regional Solid Waste Authority
- Transportation & Mobility**
- Traffic Safety Committee
  - Traffic Safety Evaluations
  - Parking Management
  - Traffic Signal Timing
  - ADA Compliance
  - SR2S/Active Transportation
  - Transit Coordination (MTS)
  - MTS Board
- Engineering Plan Checks, Permits and Inspections**
- Traffic Control Plan Reviews
  - Map Reviews
  - Utilities Coordination
  - Records Management
  - Grading Plan Reviews

- Quality of Life Program**
- Pothole Repairs
  - Sidewalk Repairs
  - Trash/Shopping Cart Removals
  - Storm Drain/Channel Cleanups
  - Street Sweeping
  - Weed Abatement
- Streets & Wastewater**
- Traffic Signals and Street Lights
  - Traffic Signing and Striping
  - Sewer Maintenance
  - Flood Prevention
- Parks & Facilities**
- Parks and Landscape Maintenance
  - Tree Trimming/Planting Services
  - Athletic Field Use Permits
  - Park Air Jump Permits
  - Facilities Maintenance
  - Event Setups/Custodial Services

- SANDAG**
- Planning (TWG)
  - Housing (RHNA)
  - Military (MWG)
  - Engineering (CTAC/SANTEC)
  - Transportation
  - Bayshore Bikeway WG
  - Goods Movement
  - Micro-Mobility
  - Public Safety
  - Energy

- Community Services**
- Public Art Committee
  - Parks, Recreation and Senior Citizens Advisory Board
  - Community partner liaison
  - Recreation programs for youth, teens, adults, and seniors
  - Recreation contract program management
  - Special event programming
  - Reservation of community centers
  - Volunteer management
  - Port Public Art Committee

- Library**
- Library Board of Trustees
  - Circulation/Borrowing Services
  - Reference Services
  - Local History Room
  - Literacy Services
  - Programs for adults and youth
  - 3D Printing Tech Lab
  - Computer, WiFi and Printer Access
  - Computer Classes
  - eBooks, eMagazines, Audiobooks, DVDs, CDs
  - Electronic Databases
  - Friends of the Library Bookstore

- Nutrition Center**
- Feeling Fit Club
  - Home Delivered meals
  - Senior Nutrition Center

- Housing Authority**
- CDBG & HOME
  - Housing Programs & Projects
  - Real Estate Services
  - Affordability Monitoring
  - Section 8 Housing Vouchers

- Neighborhood Services**
- Code Enforcement
  - Graffiti Abatement
  - Homeless Outreach Program
  - Parking Enforcement
  - Housing Inspection Program
  - Special Events & TUPs

- Planning**
- Planning Commission
  - Property Zoning
  - Land Use & Long-range Planning
  - Zone and Code Changes
  - Shoreline Preservation Working Group
  - Otay and Sweetwater River Watershed Panel

- Building**
- Intake of Plans for Review
  - Review of Building Permits and Plan Applications
  - Issuance of Building Permits
  - Inspection Services for Residential/Commercial Projects

- Finance**
- Business Licensing
  - Collections
  - Fees for parking citations
  - Garage sale permits
  - Pet Licensing
  - Purchasing
  - Residential rental license fees

- Human Resources**
- Civil Service Commission
  - Employment Opportunities
  - Employee Benefits
  - Workers' Compensation
  - Labor Relations
  - Organizational Development and Training

- Risk Management**
- Insurance
  - Liability claims management
  - Workers' Compensation

- Information Technology**
- Cybersecurity
  - Data Management
  - Desktop Support
  - Enterprise Resource Planning
  - Network Administration
  - Technical Training
  - Telecommunications
  - Video Surveillance
  - Web Administration

**REGIONAL BOARDS AND COMMITTEES – Staff Liaisons**

**METROPOLITAN TRANSIT SYSTEM BOARD (MTS) Steve Manganiello**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary - Mona Rios	08-16-2011	* see note #1 below
Alternate - Alejandra Sotelo-Solis	12-18-2018	

**METRO WASTEWATER JPA Roberto Yano**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary - Jerry Cano	12-18-2018	* see note #3 below
Alternate - Ron Morrison	12-18-2018	

**REGIONAL SOLID WASTE AUTHORITY Carla Hutchinson**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary – Ron Morrison	06-07-1994	* see note #3 below
Alternate – <b>VACANT</b>		

**SAN DIEGO COUNTY WATER AUTHORITY Roberto Yano**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Ron Morrison	02-19-2008	03-08-2020

**SAN DIEGO UNIFIED PORT DISTRICT Brad Raulston**

Appointing Authority: City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary – Dukie Valderrama	10-18-2016	01-02-2021

**PORT OF SAN DIEGO PUBLIC ART COMMITTEE Megan Gamwell**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Charles Reilly	12-18-2018	

**SWEETWATER AUTHORITY Roberto Yano**

Appointing Authority: Mayor with approval of City Council

<b>Current Representatives</b>	<b>Appointed</b>	<b>Term Expires</b>
Alejandra Sotelo-Solis	12-18-2018	12-31-2021
Jerry Cano	12-18-2019	12-31-2021

**OTAY AND SWEETWATER RIVER WATERSHED PANEL Martin Reeder**

Appointing Authority: City Council

<b>Current Representatives</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary - Gonzalo Quintero	06-04-2019	06-04-2021
Alternate - Alejandra Sotelo-Solis	06-04-2019	06-04-2021

**SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) Brad Raulston**

Appointing Authority: City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary – Alejandra Sotelo-Solis	12-18-2018	* see note #2 below
1 <sup>st</sup> Alternate – Mona Rios	12-18-2018	
2 <sup>nd</sup> Alternate – Ron Morrison	12-18-2018	

**SANDAG COMMITTEES AND WORKING GROUPS**

**SHORELINE PRESERVATION WORKING GROUP** **Raymundo Pe**

Appointing Authority: Governing Body of member agency

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary - Alejandra Sotelo-Solis	12-18-2018	* see note #2 below
Alternate – Ron Morrison	12-18-2018	

**BAYSHORE BIKEWAY WORKING GROUP** **Luca Zappiello**

Appointing Authority: Governing Body of member agency

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary - Mona Rios	12-18-2018	* see note #3 below
Alternate - Jerry Cano	12-18-2018	

**PUBLIC SAFETY COMMITTEE (Regional Chief)** **Jose Tellez**

**REGIONAL HOUSING NEEDS ALLOCATION (RHNA)** **Carlos Aguirre**

**REGIONAL ENERGY WORKING GROUP** **Roberto Yano**

**TECHNICAL WORKING GROUP** **Raymundo Pe**

**SAN DIEGO REGIONAL TRAFFIC ENGINEERS COUNCIL** **Luca Zappiello**

**SAN DIEGO REGIONAL MILITARY WORKING GROUP** **Brad Raulston**

**GOODS MOVEMENT WORKING GROUP** **Luca Zappiello**

**MICRO-MOBILITY WORKING GROUP** **Luca Zappiello**

**City Manager Assignments of Staff Liaisons Effective July 1, 2019**