



AGENDA

Consolidated Special Agenda

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

Ron Morrison, Mayor

Ditas Yamane, Vice-Mayor – District 3

Marcus Bush, Councilmember

Luz Molina, Councilmember – District 1

Jose Rodriguez, Councilmember

Benjamin A. Martinez, City Manager

Barry J. Schultz, City Attorney

Shelley Chapel, MMC, City Clerk

R. Mitchel Beauchamp, City Treasurer

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meetings and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: [Agendas and Agenda Packet](#) for items listed are available on the City website, and distributed to the City Council no less than 72 hours before the City Council Meeting. Sign up for [E-Notifications](#) to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via [live](#) web stream, or participate remotely via [Zoom](#). [Recording of Meetings](#) are archived and available for viewing on the City's website.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk before the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

If you wish to submit a written comment [email](#) to the City Clerk's Office at least 4 hours before the City Council Meeting to allow time for distribution to the City Council.

EFFECTIVE JANUARY 1, 2023

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

Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk before the start of the meeting for assistance.

American Disabilities Act Title II: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting.



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Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 4 horas antes de la Reunión del Concejo Municipal para dar tiempo a la distribución al Concejo Municipal.

A PARTIR DEL 1 DE ENERO DE 2023

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

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

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



AGENDA

Consolidated Special Meeting

Tuesday, August 6, 2024, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. INVOCATION
5. PUBLIC COMMENT

In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.

6. PROCLAMATIONS AND RECOGNITION

- 6.1 Introduction of New City Employees

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

Per Government Code Section 53232.3(d) also known as AB1234: Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

8. CONSENT CALENDAR

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

- 8.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda
- 8.2 Approval of City Council Meeting Minutes. 9
- Recommendation:
Approve and File.
- 8.3 Adoption of the National City Systematic Safety Analysis Report Program (SSARP) / Local Roadway Safety Plan (LRSP). 41
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, adopting the Systematic Safety Analysis Report Program / Local Roadway Safety Plan, as Amended by the April 2024 Addendum, Which Assesses and Identifies Locations and Safety Needs to Improve Local Road Safety within the City."
- 8.4 AMR Agreement Extension 194
- Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute the Eighth 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, 2024, Through September 30, 2024."
- 8.5 Authorize the Purchase of a Street Striper for Engineering & Public Works Street and Wastewater Division 198
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 080521-AEB with M-B Companies, Inc. for the Purchase of a Maxi-110A Drum Street Striper in a Not-to-Exceed Amount of \$381,000 for the Public Works Streets and Wastewater Division; 2) Authorizing a Fiscal Year 2025 Budget Adjustment to Establish an Appropriation in the Amount of \$381,000 in the Vehicle Acquisition Fund; and 3) Authorizing the City Manager to Approve Adjustments of up to \$38,100 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

- 8.6 Awarding a Contract to Bert W. Salas Inc. for 3131 Hoover Avenue Storm Drain Replacement Project, CIP No. 24-11. 237
- Recommendation:
 1) Awarding a Contract to Bert W. Salas Inc. in the Not-to-Exceed Amount of \$498,719 for the 3131 Hoover Avenue Storm Drain Replacement Project, CIP 24-11; 2) Authorizing a 15% Contingency in the Amount of \$74,808 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation in the Amount of \$573,527 in the Storm Response Contracted Services Account.”
- 8.7 Awarding a Contract to Wright Construction Engineering Corp for Paradise Creek Emergency Storm Damage Repair, CIP No. 24-08. 257
- Recommendation:
 Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Wright Construction Engineering Corp. in the Not-to-Exceed Amount of \$261,075.00 for the Paradise Creek Emergency Storm Damage Repair, CIP No. 24-08; 2) Authorizing the Mayor to Execute the Contract; and 3) Authorizing the Establishment of an Appropriation in the Amount of \$261,075 in the Storm Response Contracted Services Account.”
- 8.8 8th Street Bicycle and Pedestrian Rail Crossing Enhancements CIP 22-33 PSA 279
- Recommendation:
 Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement No. F029 with the State of California Department of Transportation for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements Project, CIP 22-33; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of \$100,000 with a Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of \$12,960.”
- 8.9 2023 LISTOS California CERT Support Grant 296
- Recommendation:
 Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Accepting Funds in the Amount of \$18,746.00 from the California Governor's Office of Emergency Services 2023 LISTOS California CERT Support Grant, for the National City Fire Department’s Community Emergency Response Team (CERT) Program and Authorizing the Establishment of a Reimbursable Grants City-wide Fund Appropriation and Corresponding Revenue Budget.”

- 8.10 Agreement between the City of National City and Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Law. 301
- Recommendation:
 Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving an Agreement Between the City of National City and Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Law.”
- 8.11 Acceptance of Highway Safety Improvement Program Funding for the Construction Phase of the Pedestrian Safety Enhancements Project, CIP 22-16. 312
- Recommendation:
 Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Establishment of an Engineering Grants Fund Appropriation of \$367,500 and Corresponding Revenue Budget for the Construction Phase of the Pedestrian Safety Enhancements Project, CIP 22-16, Reimbursable through the Highway Safety Improvement Program Grant Approved by Caltrans.”
- 8.12 Affordable Housing Density Bonus Agreement for 2039 E 8th Street 318
- Recommendation:
 Approve the Resolution Entitled “Resolution of the City Council of the City of National City, California, Approving an Affordable Housing Density Bonus Agreement and Related Documents with Talas LLC, a California Limited Partnership, Restricting the Rent and Occupancy of Three (3) Units to Very Low-Income Households in Exchange for the Density Bonus and One (1) Incentive Pursuant to California Government Code Sections 65915 – 65918 for the Development of 48 Housing Units Located at 2039 E 8th Street in National City.”
- 8.13 Agreement Between the City of San Diego Office of Emergency Services and the City of National City for the Distribution of FY23 Urban Area Security Initiative (UASI) Grant Funds. 355
- Recommendation:
 Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, (1) Authorizing the Mayor to Execute an Agreement Between the City of San Diego Office of Emergency Services and the City of National City and (2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$53,452 from the Fiscal Year 2023 Urban Area Security Initiative (“UASI”) Grant Funds for the Purchase of Trainings for the National City Police and Fire Departments.”

- 8.14 Amendments and Additions to the City of National City’s Schedule of Job Classifications and Corresponding Updates to the Management and Confidential Positions Salary Schedule 403

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Revising the Job Descriptions for Seven (7) Job Classifications, Creating Five (5) New Job Classifications, and Amending the National City Management and Confidential Positions Salary Schedules to Reflect the New Job Classifications.”

- 8.15 California Library Literacy Services ESL Grant Funds Acceptance 441

Recommendation:

Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or His Designee to Accept the California Library Literacy Services (CLLS) Grant in the Amount of \$20,000 to Fund the National City Public Library’s English as a Second Language (ESL) Program for FY 2024 and Authorizing the Establishment of a Library Grants Fund Appropriation of \$20,000 and a Corresponding Revenue Budget.”

- 8.16 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 3626 Cherry Blossom Street. 482

Recommendation:

Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 3626 Cherry Blossom Street.”

- 8.17 San Diego Community Power Grant for the Climate Action Plan (CAP) Implementation Plan 496

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City Council of the City of National City, California, Authorizing the City Manager or His Designee to Accept the San Diego Community Power Member Agency Grant of \$50,000 for the Development of an Implementation Plan for the City’s Climate Action Plan (CAP), and Authorizing the Establishment of an Appropriation in the Amount of \$50,000 in the Housing Authority Fund with a Corresponding Revenue Budget.”

8.18	FY23 State Homeland Security Grant Program Funds to Purchase Equipment for the Police and Fire Departments.	506
	<p>Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Authorizing 1) The Mayor to Execute the Standard Assurances for the FY23 State Homeland Security Grant Program and 2) The Establishment of Appropriations in the Amount of \$40,680 in the Reimbursable Grants City-Wide Fund with a Corresponding Revenue Budget for the Purchase of Equipment for the Police and Fire Departments."</p>	
8.19	Warrant Register #47 for the period of 5/17/24 through 5/23/24 in the amount of \$3,367,078.13	527
	<p>Recommendation: Ratify Warrants Totaling \$3,367,078.13</p>	
8.20	Warrant Register #48 for the period of 5/24/24 through 5/30/24 in the amount of \$3,023,900.94	540
	<p>Recommendation: Ratify Warrants Totaling \$3,023,900.94</p>	
8.21	Warrant Register #49 for the period of 5/31/24 through 6/06/24 in the amount of \$2,368,482.04	551
	<p>Recommendation: Ratify Warrants Totaling \$2,368,482.04</p>	
8.22	Warrant Register #50 for the period of 6/07/24 through 6/13/24 in the amount of \$3,951,508.74	557
	<p>Recommendation: Ratify Warrants Totaling \$3,951,508.74</p>	
8.23	Warrant Register #51 for the period of 6/14/24 through 6/20/24 in the amount of \$486,961.98	571
	<p>Recommendation: Ratify Warrants Totaling \$486,961.98</p>	
8.24	Warrant Register #52 for the period of 6/21/24 through 6/27/24 in the amount of \$2,496,929.20	578
	<p>Recommendation: Ratify Warrants Totaling \$2,496,929.20</p>	

- 8.25 Approval of an Agreement Amendment with Devaney Pate Morris & Cameron, LLP for legal services in the specialized area of land use and business matters regarding the San Diego Unified Port District by increasing the not-to-exceed amount by \$50,000. 586

Recommendation:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the Agreement Between the City of National City and Devaney Pate Morris & Cameron, LLP, for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District by Increasing the Not-to-Exceed Amount by \$50,000 for a New Not-to-Exceed Total Amount of \$75,000."

9. STAFF REPORTS

- 9.1 Discussion of Letter in Opposition of Legislation – Protecting Energy Efficiency Funding in Public Purpose Programs 590

Recommendation:

Discuss and Provide Staff Direction.

10. CITY MANAGER'S REPORT

11. ELECTED OFFICIALS REPORT

12. CITY ATTORNEY REPORT

13. ADJOURNMENT

Welcome



VIOLETA CISNEROS

POLICE DEPARTMENT

SENIOR OFFICE ASSISTANT

ENGINEERING/PUBLIC WORKS

CUSTODIAN



**BLANCA RINCON
OLMOS**



FRANCISCO ORNELAS

ENGINEERING/PUBLIC WORKS

**BUILDING TRADES
SPECIALIST**



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Approval of City Council Meeting Minutes.

RECOMMENDATION:

Approve and File.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Meeting Minutes:

- Special City Council Meeting of June 4, 2024 – Closed Session
- Regular City Council Meeting of June 4, 2024
- Special City Council Meeting of June 13, 2024
- Special City Council Meeting of June 18, 2024 – Closed Session
- Regular City Council Meeting of June 18, 2024
- Cancellation of Regular Meeting – July 2, 2024
- Cancellation of Regular Meeting – July 16, 2024

FINANCIAL STATEMENT:

Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A – Special City Council Meeting of June 4, 2024 – Closed Session Meeting Minutes
- Exhibit B – Regular City Council Meeting of June 4, 2024 Meeting Minutes
- Exhibit C – Special City Council Meeting of June 13, 2024 Meeting Minutes
- Exhibit D – Special City Council Meeting of June 18, 2024 – Closed Session Meeting Minutes
- Exhibit E – Regular City Council Meeting of June 18, 2024 Meeting Minutes
- Exhibit F – Cancellation Notice for the Regular Meeting of July 2, 2024
- Exhibit G – Cancellation Notice for the Regular Meeting of July 16, 2024



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**June 4, 2024, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Absent: Councilmember Molina

Others Present: Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk (*via Zoom*)
Lydia Hernandez, Director of Human Resources
Tonya Hussain, Deputy City Clerk

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:05 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush (*arrived at 5:10 p.m.*), Rodriguez, Yamane, Morrison

Absent: Councilmember Molina

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

4. PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)

None.

5. CLOSED SESSION

Members retired into Closed Session at 5:07 p.m. and returned at 5:25 p.m. with all members present in attendance: Bush (arrived at 5:10 p.m.), Rodriguez, Yamane, Morrison, Martinez, Schultz, and Hernandez.

5.1 CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.8

Employee Organization: Municipal Employees' Association (SEIU, Local 221) Agency

Designated Representatives: Benjamin A. Martinez (City Manager), Barry J. Schultz (City Attorney), and Lydia Flores-Hernandez (Human Resources Director)

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 4, 2024, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:25 p.m.

Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of August 6, 2024.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**June 4, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Councilmember Bush
Councilmember Molina (*arrived at 7:31 p.m.*)
Councilmember Rodriguez
Vice-Mayor Yamane
Mayor Morrison

Others Present: Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk (*via Zoom*)
Carlos Aguirre, Director of Community Development
Phil Davis, Interim Finance Director
Brian Hadley, Deputy City Manager
Alejandro Hernandez, Chief of Police
Lydia Hernandez, Director of Human Resources
Tonya Hussain, Deputy City Clerk
Stephen Manganiello, Director of Engineering/Public Works
Sergio Mora, Fire Chief

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:09 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

City Treasurer Mitch Beauchamp

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Yamane led the Pledge of Allegiance.

4. INVOCATION

Invocation delivered by Pastor Oscar Navarro, National City Clergy Association.

5. PUBLIC COMMENT

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

Four (4) speakers provided in-person comment and four (4) people provided virtual comment. One (1) written comment was received from Kathleen Lippitt.

In-person public comment:

Brian Clapper
Ed Nieto
Geoffrey Schrock
Sherry Gogue

Public Comment via Zoom:

Peggy Walker
Kelly McCormick
Becky Rapp
Barbara Gordon

6. PROCLAMATIONS AND RECOGNITION

6.1 Proclamation - LGBTQ+ Pride Month - June 2024

Mayor Morrison introduced the Proclamation. The proclamation was accepted by National City resident Mama Cass.

6.2 Proclamation - Sweetwater High (Red Devil) Football Team Appreciation Month

Mayor Morrison presented the Proclamation. The Sweetwater High School Red Devil Football team coaches and players accepted the proclamation.

6.3 Introduction of New City Employees

Councilmember Bush introduced new Council Representative Daniel Gonzalez. Fire Chief Sergio Mora introduced new Fire Inspector Jason Guzman and Assistant Director of Community Development Martin Reeder introduced the new Planning Technician Sophia Depew.

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

7.1 Sweetwater Authority Presentation on Right-of-Entry

Presentation by Erick Del Bosque, Director of Engineering and Operations with Sweetwater Authority.

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

Councilmember Rodriguez provided an update on the business of SANDAG and attendance at a California Association of Councils of Government meeting that included a presentation regarding transit and inter-city rail capital program funding.

Councilmember Bush provided an updated on the 2nd Annual National Cruising Community Policing Conference held in Albuquerque, New Mexico in addition to an update on the Sweetwater Authority.

Vice-Mayor Yamane provided an update on the Sweetwater Authority.

Mayor Morrison reported on the Sweetwater Authority.

9. **CONSENT CALENDAR**

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to approve all Consent Items with the exception of Items 9.3, 9.5, 9.6, and 9.8 pulled by Vice-Mayor Yamane.

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

Motion carried by unanimous vote of those present. Councilmember Molina absent.

9.2 Approval of City Council Meeting Minutes

Approve and File.

Motion carried by unanimous vote.

Item pulled for discussion.

9.3 Project Close-Out and Notice of Completion for Five-Construction Projects.

Adopted Resolution No. 2024-53.

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by the General Contractors on the Following Five Projects: a) MLK Community Center, CIP No. 23-02; b) Paradise Creek Educational Park Extension, CIP No. 19-33; c) Civic Center Basement Power Upgrade, CIP No. 20-03; d) Police Department Parking Structure Waterproofing, CIP No. 22-42; and e) Sweetwater Road Bikeway, CIP No. 19-20; 2) Approving the Final Contract Amounts; 3) Ratifying the Release of Retentions; and 4) Authorizing the Mayor to Sign the Notice of Completion for the Projects."

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

Motion carried by unanimous vote.

9.4 First Amendment to the Agreement with Solana Center for Environmental Innovation (Solana Center), Extending the Term by One-Year, for Continued SB 1383 Compliance Services.

Adopted Resolution No. 2024-54.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement By and Between the City of National City and Solana Center for Environmental Innovation by One-Year and Approve Unit Price Updates."

Motion carried by unanimous vote.

Item pulled for discussion.

9.5 July 4th Carnival Expenses

City staff recommends the approval of expenses in the amount of \$23,500 to support the City of National City Host Lions Club Fourth of July Carnival.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to approve the staff recommendation.

Motion carried by unanimous vote.

Item pulled for discussion.

9.6 List of Projects that will Receive Funding from the Road Maintenance and Rehabilitation Account through the Local Streets and Roads Funding Program as Required by Senate Bill 1.

Adopted Resolution No. 2024-55.

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, 1) Approving the Following Projects Proposed to Receive Funding from the Road Maintenance and Rehabilitation Account through the Local Streets and Roads Funding Program as Required by Senate Bill 1, the Road Repair and Accountability Act of 2017: a) FY 2025 Pavement Rehabilitation, and b) FY 2025 Pavement Slurry Seal; and 2) Authorizing the Establishment of a Gas Tax (RMRA) Fund Appropriation and Corresponding Revenue Budget of \$1,569,579 for FY 2025."

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

Motion carried by unanimous vote.

9.7 Update of Sewer System Management Plan

Adopted Resolution No. 2024-56.

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Accepting the Updated Sewer System Management Plan."

Motion carried by unanimous vote.

Item pulled for discussion.

9.8 Investment Report for the Quarter Ended March 31, 2024.

Accept and File the Investment Report for the Quarter Ended March 31, 2024.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to accept and file the Investment Report.

Motion carried by unanimous vote.

Councilmember Molina arrived at 7:31 p.m.

10. CONTINUED PUBLIC HEARING

Councilmember Molina recused on the item and left the dais at 7:32 p.m.

Councilmember Bush left the dais at 7:33 p.m. and returned at 7:36 p.m.

10.1 Zoning Map Amendment to Implement the Focused General Plan Update.

Assistant Director of Community Development Martin Reeder and WSP Senior Vice President Tara Lake presented the item.

Mayor Morrison declared the Public Hearing open at 7:53 p.m.

In-person public comment:

Stephan Gaspar

Ed Nieto

Cynthia Fuller Quinonez

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to close the public hearing.

Ayes: Bush, Rodriguez, Yamane, Morrison

Absent: Molina

Motion carried by unanimous vote of those present.

Public Hearing closed at 8:02 p.m.

Recommendation: Introduce the Ordinance by First Reading, Entitled, "An Ordinance of the City Council of the City of National City, California, Adopting an Amendment to the City of National City Zoning Map to Implement the Focused General Plan Update."

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to introduce the Ordinance.

Ayes: Bush, Rodriguez, Yamane, Morrison

Absent: Molina

Motion carried by unanimous vote of those present.

Mayor Morrison released the translator at 8:20 p.m.

Councilmember Molina returned to the dais at 8:20 p.m.

Mayor Morrison called for a recess at 8:20 p.m. Meeting reconvened at 8:28 p.m. with Councilmember Molina absent, all other members were present.

Councilmember Molina returned to the dais at 8:29 p.m.

11. PUBLIC HEARING

- 11.1 Public Hearing to Consider Confirming Weed Abatement Costs, Approving the Report and Accounting.

Adopted Resolution No. 2024-57.

Deputy Fire Marshal Robert Drew presented the item.

Mayor Morrison declared the Public Hearing open at 8:34 p.m.

One written comment was received from Noel Meza, Jr.

ACTION: Motion by Councilmember Vice-Mayor Yamane, seconded by Councilmember Rodriguez to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:42 p.m.

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

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

Motion carried by unanimous vote.

- 11.2 Public Hearing and Resolution Confirming the Assessment and Ordering the Levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2024-25.

Adopted Resolution No. 2024-58.

Assistant Director of Community Development Martin Reeder presented the item.

Mayor Morrison declared the Public Hearing open at 8:44 p.m.

No public comments were received.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:44 p.m.

Recommendation: Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Confirming the Assessment and Ordering the Levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2024-25.”

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

Motion carried by unanimous vote.

- 11.3 Public Hearing and Introduction of an Ordinance Repealing and Replacing Chapter 15.10 of the National City Municipal Code, and Adopting the International Property Maintenance Code by Reference.

Assistant Director of Community Development Martin Reeder presented the item.

Mayor Morrison declared the Public Hearing open at 8:46 p.m.

No public comments were received.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:46 p.m.

Recommendation: Introduce an Ordinance entitled: “An Ordinance of the City Council of the City of National City, California, Adopting the International Property Maintenance Code and Amending Chapter 15.10 of the National City Municipal Code”; Receive Public Input; and Schedule for the Meeting of June 18, 2024, for Consideration and Adoption.”

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

Motion carried by unanimous vote.

- 11.4 Public Hearing on the Adoption of a Resolution Approving the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2025 through 2029.

Adopted Resolution No. 2024-59

Director of Engineering/Public Works Steve Manganiello presented the item.

Mayor Morrison declared the Public Hearing open at 8:56 p.m.

No public comments were received.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:56 p.m.

Recommendation: Hold Public Hearing to Consider Adoption of a Resolution Entitled "Resolution of the City Council of the City of National City, California, 1) Approving the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2025 through 2029 Consisting of the Following Projects: Street Resurfacing (NC03), Traffic Signal Install/Upgrades (NC04) and Citywide Safe Routes to School (NC15); and 2) Authorizing the Establishment of a TransNet Proposition "A" Fund Appropriation and Corresponding Revenue Budget of \$2,046,000 for FY 2025."

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

Motion carried by unanimous vote.

12. **STAFF REPORTS**

12.1 Discussion and Adoption of Revised Proposed City Councilmember Budget Policy.

City Attorney Schultz presented the item.

Councilmember Bush left the dais at 9:11 p.m. and returned at 9:12 p.m.

In-person public comment received from Ed Nieto and Randi Castle.

Recommendation: Review Revised Policy, Make Modifications, and Adoption of Revised Proposed Policy.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to add National Vehicles for Change Conference to the list of Pre-Approved Conferences.

Ayes: Bush, Molina, Rodriguez, Yamane

Nays: Morrison

Motion carried by 4-1 vote.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to add language to the Training, Travel and Subsistence portion of the policy to include legislative policy advocacy as an allowable activity.

Ayes: Bush, Molina, Morrison, Rodriguez

Nays: Yamane

Motion carried by 4-1 vote.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to revise the policy as follows:

1. Revise Policy Section A to read, "Each Councilmember and the Mayor must submit an annual appropriation request."
2. Revise the Professional Services section of the policy regarding disclosure of economic interest to read, "Disclosure of economic interests and relationships between the Mayor/Councilmember and the consultant during the preceding 12 months."
3. Add language to the Reimbursement Procedure portion of the policy to include a process for the Mayor's reimbursements to be reviewed and approved by the City Manager in consultation with the Vice-Mayor.
4. Add language that the policy will be reviewed on an annual basis.
5. Remove the San Diego American Planning Association from the list of Pre-Approved Conferences.
6. Add American Public Works Association Conference, the National Association of Regional Councils, and National Vehicles for Change Conference to the list of Pre-Approved Conferences.

Motion carried by unanimous vote.

Councilmember Rodriguez left the dais at 10:14 p.m. and returned at 10:17 p.m.

- 12.2 Resolution of the City Council of the City of National City Adopting a Budget for Fiscal Year 2024-25

Adopted Resolution No. 2024-60

Budget Manager Paul Valadez presented a PowerPoint presentation.

In-person public comment was received from Ed Nieto and Joan Rincon. Two written comments were received from Paul Wapnowski and Ted Godshalk.

At 10:36 p.m., Mayor Morrison reminded the City Council of Policy #104 that requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote. Mayor Morrison asked the City Council to consider extending the meeting for an additional 30 minutes.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to extend the meeting until all items were heard.

Motion carried by unanimous vote.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting a Budget for Fiscal Year 2024-25."

ACTION: Motion by Councilmember Molina, seconded by Councilmember Bush to approve the budget with the reduction plan, the enhancement list, and the addition of two Site Supervisor positions for Community Services and whatever else is needed based on a Needs Assessment.

Substitute Motion by Councilmember Rodriguez to adopt the budget with the exclusion of the additional expenses in the Mayor's Maintenance and Operations budget.

Motion failed due to lack of a second.

ACTION: Motion by Councilmember Molina, seconded by Councilmember Bush to approve the budget with the reduction plan, the enhancement list, and the addition of two Site Supervisor positions for Community Services and whatever else is needed based on a Needs Assessment.

Amendment by Councilmember Bush, seconded by Councilmember Molina to adopt the budget without the \$25,000 allocated for the State of the City event and instead allocate a \$10,000 budget for the event, and to revise the resolution administratively to reflect the changes and the exhibit.

Ayes: Bush, Molina, Rodriguez, Yamane

Nays: Morrison

Motion carried by 4-1 vote.

13. CITY MANAGER'S REPORT

City Manager Ben Martinez provided an update on clean-up that occurred at the Stardust Inn Motel property.

14. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

15. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who announced that there was nothing to report on the Closed Session item.

5.1 CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.8

Employee Organization:

Municipal Employees' Association (SEIU, Local 221)

Agency Designated Representatives: Benjamin A. Martinez (City Manager), Barry J. Schultz (City Attorney), and Lydia Flores-Hernandez (Human Resources Director)

16. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 13, 2024, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 11:01 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 6, 2024.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

June 13, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA
and
Teleconference Location (*Councilmember Bush*)
255 Southeast Second Street, Troutdale, OR 97060
(Per Government Code 54953)

Absent: **Councilmember Bush (*via Zoom*)**
Councilmember Molina
Councilmember Rodriguez
Mayor Morrison
Vice-Mayor Yamane

Others Present: **Benjamin A. Martinez, City Manager**
Richard E. Romero, Assistant City Attorney
Brian Hadley, Deputy City Manager
Tonya Hussain, Deputy City Clerk

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 6:06 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

Mayor Morrison announced that Councilmember Bush would be attending remotely as noticed on the agenda from a location in Troutdale, Oregon. Due to the requirements of AB2449, this virtual attendance did not qualify, but since the notification and location were provided prior to the distribution and posting of the meeting agenda Councilmember Bush was able to attend if requirements were met. Mayor Morrison confirmed that Councilmember Bush had posted the agenda and provided access to the meeting at his location as required by the Brown Act and Government Code Section 54953. Councilmember Bush confirmed and was allowed to continue virtually. This action does not require a vote of the City Council.

2. ROLL CALL

Interpretation in Spanish provided by Ruth Monroy.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

4. PUBLIC COMMENT (*Public Comment will be Restricted to Agenda Items Only*)

Mayor Morrison summarized the process for acceptance of live public comment allowing two (2) minutes per comment and introduced Deputy City Clerk Hussain.

Twenty-Two (22) spoken comments were received:

Amy Castaneda	Mona Rios
Dr. Jerome Robinson	Cynthia Fuller Quinonez
Joan Rincon	Janice Luna Reynoso
Ed Nieto	Jess Ramirez
Claire Groebrier	Joann Fields
Attorney Audie De Castro	Apolonio R. Samson
Thomas Fernandez	Alfredo Andalon
Cheryl Holovey Colmenero	Randi M. Castle-Salgado
Rita Heuss	Debbie Espe
Dr. Kathleen Harmon	Paul Wapnowski
Ted Godshalk	Angelica Guillen (Via Zoom)

One (1) written comment was received after the deadline and will be posted to the website.

5. INTERVIEWS AND APPOINTMENTS

5.1 Appointment: City Boards, Commissions and Committees – City Council Appointment to Port Commissioner

Mayor Morrison asked Deputy City Clerk Hussain to provide the instruction per City Council Policy #107 regarding the City Council Appointment and Interview Process. Mayor Morrison stated as Mayor’s purgative he will allow up to three (3) minutes for applicants to introduce themselves. Each applicant were asked the same two (2) questions.

Mayor Morrison announced that the questions were not pre-determined until the Council arrived in the City Council Meeting.

Mayor Morrison determined that the names of the applicants were determined by a random draw to determine the order of interviews. City Councilmembers present pulled a name to determine order.

1. Vice-Mayor Yamane drew Nicholas Inzunza
2. Councilmember Molina drew GilAnthony Ungab
3. Councilmember Rodriguez drew Alexander Fernandez
4. Councilmember Molina drew Cheddy W. Matthews
5. Mayor Morrison drew Mitch "Ruble" Beauchamp

Each applicant provided up to three (3) minutes introduction and was then asked the following two questions:

1. What makes you the best candidate to represent National City as its Port Commissioner?
2. What do you see as the biggest opportunity, and also the biggest challenges that National City will be facing in its relationship with the Port Authority, and how do you see yourself being a positive force in dealing with these opportunities and challenges?

Following the interviews the City Councilmembers provided comments.

Round One (1) Vote by written ballot signed by each member was provided to Deputy City Clerk Hussain. The ballots read as follows:

Nicholas Inzunza received two (2) votes: Councilmember Rodriguez and Vice-Mayor Yamane.

GilAnthony Ungab received three (3) votes: Councilmember Bush (*verbal*), Councilmember Molina, and Mayor Morrison.

Mayor announced that the Council has now a nominated person. The City Council voted on the motion made by Councilmember Molina, seconded by Vice-Mayor to appoint Dr. GilAnthony Ungab Port Commissioner, to fulfill the remainder portion of the term until December 2, 2024.

Motion carried by unanimous vote.

6. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 6, 2024, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 7:56 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 6, 2024.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**June 18, 2024, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Councilmember Rodriguez
Vice-Mayor Yamane
Mayor Morrison

Absent: Councilmember Bush
Councilmember Molina

Others Present: Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk *(via Zoom)*
Alex Hernandez, Chief of Police
Lydia Hernandez, Director of Human Resources
Tonya Hussain, Deputy City Clerk

Outside Counsel: William Pate, Devaney Pate Morris & Cameron *(via Zoom)*
Rod Coppedge, Dietz, Gilmor & Chazen *(via Zoom)*

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:02 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Rodriguez, Yamane, Morrison

Absent: Councilmember Bush, Molina

3. **PLEDGE OF ALLEGIANCE TO THE FLAG**
Vice-Mayor Molina led the Pledge of Allegiance.
4. **PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)**
None.
5. **CLOSED SESSION**

ITEM TAKEN OUT OF ORDER

Members retired into Closed Session at 5:05 p.m. (Rodriguez, Yamane, Morrison, Martinez, Schultz, Lydia Hernandez, and Outside Counsel Rod Coppedge, Dietz, Gilmore & Chazen (via Zoom)). Director of Human Resources Lydia Hernandez and Outside Counsel Rod Coppedge exited Closed Session at 5:30 p.m.

5.2 LIABILITY CLAIM

Government Code Section: 54954.5

WORKERS COMPENSATION CLAIM NO. 20-150018

ADJ 13836567

Claimant: Michael Shanahan v. City of National City

Police Chief Alex Hernandez and Outside Counsel William Pate, Devaney Pate Morris & Cameron entered into Closed Session at 5:30 p.m.

5.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section: 54956.9(d)

Name of Case: Bhandari v City of National City

Case No. 3:21-CV-01652-GPC-DEB

All members returned to the open session at 5:56 p.m. with all members present in attendance: Rodriguez, Yamane, Morrison, Schultz, Alex Hernandez.

6. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 18, 2024, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:57 p.m.

Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of August 6, 2024.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**June 18, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Councilmember Rodriguez
Mayor Morrison
Vice-Mayor Yamane

Absent: Councilmember Bush
Councilmember Molina

Others Present: Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk *(via Zoom)*
Mitch Beauchamp, City Treasurer
Brian Hadley, Deputy City Manager
Alex Hernandez, Chief of Police
Carlos Aguirre, Director of Community Development
Stephen Manganiello, Director of Engineering/Public Works
Lydia Hernandez, Human Resources Director
Phil Davis, Acting Director of Administrative Services
Danielle Ghio, Acting City Librarian
Martin Reeder, Assistant Director of Community Development
Brian Krepps, Fire Captain
Tonya Hussain, Deputy City Clerk
Luca Zappiello, Assistant Civil Engineer

1. CALL TO ORDER

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

2. **ROLL CALL**

Councilmembers present: Rodriguez, Yamane, Morrison

Councilmembers absent: Bush, Molina

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

3. **PLEDGE OF ALLEGIANCE TO THE FLAG**

Councilmember Rodriguez led the Pledge of Allegiance.

4. **INVOCATION**

Mayor Morrison excused both Councilmembers Bush and Molina.

5. **PUBLIC COMMENT**

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

Two (2) speakers provided virtual comments and six (6) people provided in-person comments:

Virtual Comment:

Becky Rapp (*via Zoom*)

Barbara Gordon (*via Zoom*)

In-Person Comment:

Floyd Jones

Alfredo Andalon (*Spanish Translation*)

Geoffrey Shrock

Edward Nieto

Sharmane Estolano

Joseph L. Crawford

6. **PROCLAMATIONS AND RECOGNITION**

6.1 Proclamation - Alzheimer's and Brain Awareness Month – Not presented in the Chamber and will be mailed to the recipient.

6.2 Employee of the Quarter - Officer Sabrina Barajas

Police Chief Hernandez introduced Sergeant John Dougherty who presented Officer Sabrina Barajas with the award.

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

7.1 EDCO Presentation

Mayor Morrison introduced Steve South, President and CEO of EDCO who presented a PowerPoint Presentation.

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

Councilmember Rodriguez reported on the business of SANDAG

Vice-Mayor Yamane reported attending a Sweetwater Authority meeting.

Mayor Morrison reported on the Sweetwater Authority meeting, and Port Commission Meeting.

9. CONSENT CALENDAR

Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to approve Consent Calendar Items except Items 9.3 (*pulled by public*), 9.5, 9.7, and 9.12 pulled by Councilmember Rodriguez.

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

Motion carried by unanimous vote.

9.2 Agreement with Keyser Marston Associates, Inc. for As-Needed Housing Consulting Services.

Adopted Resolution No. 2024-93

Recommendation: Adopt the Resolution Entitled "Resolution of the Board of the Community Development Commission-Housing Authority of the City of National City, California, Authorizing an Agreement with Keyser Marston Associates, Inc. to Provide On-Call Consulting Services Related to Affordable and Market-Rate Housing Developments, Transaction Structuring, Financing Sources, and Policy Development and Evaluation in a Not-to-Exceed Amount of \$100,000."

Motion carried by unanimous vote.

Item pulled for discussion.

9.3 Agreement with West Coast Arborists, Inc. for Specialized Urban Forestry Maintenance Services

Adopted Resolution No. 2024-62

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the Mayor to Execute an Agreement with West Coast Arborists, Inc., to Provide Specialized Urban Forestry Maintenance Services for a Not-to-Exceed Amount of \$270,000 by Piggybacking onto the City of Norco's Agreement."

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to adopt the Resolution.

Motion carried by unanimous vote.

- 9.4 Approval of an Agreement with Claims Management Associates, Inc. for Risk Management Liability Consulting for a not-to-exceed amount of \$160,000.

Adopted Resolution No. 2024-63

Recommendation: Adopt a Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement Between the City of National City and Claims Management Associates, Inc., for Risk Management Services for an Initial Term of July 1, 2024 through June 30, 2025, for the Not-to-Exceed Amount of \$160,000 and Authorizing the City Manager to Extend the Contract for Three Additional One-Year Terms.”

Motion carried by unanimous vote.

Item pulled for discussion.

- 9.5 Exclusive Negotiating Agreement Amendment No. 4 with Tower 999, LLC for the Disposition of City-Owned Real Property located at 921, 925, and 929 National City Boulevard.

Adopted Resolution No. 2024-64

Recommendation: Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Fourth Amendment to the Exclusive Negotiating Agreement By and Between the City of National City and Tower 999, LLC, a Nevada Limited Liability Company, for the Disposition of City-Owned Real Property Located at 921, 925, and 929 National City Boulevard and Development of a Seven-Story, Mixed-Use Building with Approximately 9,294 Square Feet of Retail/Commercial Space and 127 Rental Dwelling Units.”

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to adopt the Resolution.

Motion carried by unanimous vote.

- 9.6 Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for alcohol sales at Grocery Outlet located at 3446 Highland Avenue.

Recommendation: Approval of the Sale of Beer, Wine, and Distilled Spirits for Off-Site Consumption, Subject to the Recommended Conditions in the Attached Resolution and a Determination that the Project is Exempt from CEQA. The Sale of Beer, Wine, and Distilled Spirits is a Conditionally-Allowed Use in the Major Mixed-Use District Zone and would be Accessory to the Sale of Grocery Items at the Store.

Motion carried by unanimous vote.

Item pulled for discussion.

- 9.7 Ratification of a Memorandum of Agreement (MOA) with the County of San Diego for Housing Assistance Funding related to the January 22, 2024 flood.

Adopted CDC Resolution No. 2024-92

Recommendation: Adopt the Resolution Entitled "Resolution of the Board of the Community Development Commission-Housing Authority of the City of National City ("CDC-HA"), California, Authorizing 1) the Ratification of the Housing Assistance Funding Memorandum of Agreement (MOA) with the County of San Diego Office of Emergency Services to Assist Households in the Emergency Temporary Lodging (ETL) Program; 2) the Acceptance of Grant Funds Up To \$362,727; 3) a Match of Resources Equal To the Amount of Funds Received; and 4) the Establishment of the ETL Housing Assistance Fund Appropriation of \$362,727 and Corresponding Revenue Budget."

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

Motion carried by unanimous vote.

- 9.8 Ratification of an Addendum to a Service Agreement with Data Ticket, Inc.

Adopted Resolution No. 2024-65

Recommendation: Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, 1) Ratifying an Addendum to a Service Agreement By and Between the City of National City and Data Ticket, Inc., for Electronic Permit Parking System Services in the Not-to-Exceed Amount of \$25,000 Per Year from Fiscal Year 2025 through Fiscal Year 2028, and 2) Authorizing an Expenditure of up to \$70,000 Per Year for the Base Service Agreement with Data Ticket, Inc., for Parking Citation Services."

Motion carried by unanimous vote.

- 9.9 Second Amendment with San Diego Mechanical & Energy, Inc. for Facilities Maintenance Services

Adopted Resolution No. 2024-66

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Second Amendment to the Agreement with San Diego Mechanical & Energy, Inc., Extending the Agreement by One-Year to June 30, 2025."

Motion carried by unanimous vote.

- 9.10 Second Amendment to the agreement with San Diego Metropolitan Transit System (MTS) to provide for-hire vehicle regulation services in National City to extend for an additional 5 years.

Adopted Resolution No. 2024-67

Recommendation: Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Second Amendment to the Agreement with San Diego Metropolitan Transit System to License and Regulate For-Hire Vehicles Operating in the City of National City at No Cost to the City."

Motion carried by unanimous vote.

- 9.11 Second Amendment to the Agreement with Southwest Traffic Signal Service, Inc. for Traffic Signal and Streetlight Maintenance Services

Adopted Resolution No. 2024-68

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute a Second Amendment to the Agreement with Southwest Traffic Signal Service, Inc., extending the Agreement by one year to June 30, 2025.

Motion carried by unanimous vote.

Item pulled for discussion.

- 9.12 Side Letter Agreement between the City of National City and the National City Municipal Employees' Association exclusively represented by SEIU.

Lydia Hernandez, Human Resources Director provided response to Councilmembers questions.

Adopted Resolution No. 2024-69

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Side Letter Agreement between the City of National City and the National City Municipal Employees' Association, Represented by Service Employees' International Union (SEIU) Local 221, Concerning Representation of Certain Part-time/Temporary Employees."

Two (2) Public Comment: Angelica; and Ruben Villa (Spanish Translation)

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

Motion carried by unanimous vote.

- 9.13 Successor Agency Proposed Budget for Fiscal Year 2024-25

Adopted Successor Agency Resolution No. 2024-116

Recommendation: Adopt the Resolution Entitled: "Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, California, Adopting a Budget of \$4,250,528 for Fiscal Year 2024-25."

Motion carried by unanimous vote.

- 9.14 Temporary appointment of Phillip A. Davis, a CalPERS Retiree, Pursuant to Government Code Sections 7522.56 and 21221(h)

Adopted Resolution No. 2024-70

Recommendation: Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Appointing Phillip A. Davis as Interim Finance Director per Government Code Sections 7522.56 and 21221(h)."

Motion carried by unanimous vote.

- 9.15 Annual Appropriations Limit for Fiscal Year 2025

Adopted Resolution No. 2024-71

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Adopting the Annual Appropriations Limit of \$83,188,455 for Fiscal Year 2025"

Motion carried by unanimous vote.

- 9.16 Warrant Register #44 for the Period of 4/26/24 through 5/02/24 in the Amount of \$1,957,721.46

Ratify Warrants Totaling \$1,957,721.46

Motion carried by unanimous vote.

- 9.17 Warrant Register #45 for the period of 5/03/24 through 5/09/24 in the amount of \$2,263,952.50

Ratify Warrants Totaling \$2,263,952.50

Motion carried by unanimous vote.

- 9.18 Warrant Register #46 for the period of 5/10/24 through 5/16/24 in the amount of \$3,531,838.37

Ratify Warrants Totaling \$3,531,838.37

Motion carried by unanimous vote.

10. PUBLIC HEARING

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

- 10.1 Public Hearing and adoption of a Resolution accepting the National City Fiscal Year 2024-2025 Tax Roll Sewer Services Fees Report.

Adopted Resolution No. 2024-72

Assistant Civil Engineer, Luca Zappiello introduced Ardurra Southwest Operations Director Carmen Kasner who provided the PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 7:27 p.m.

There were no public comments.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to close the public hearing.

Motion carried by unanimous vote.

The Public Hearing closed at 7:27 p.m.

Recommendation: Hold a Public Hearing and Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Accepting the National City 2024/2025 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 2024/25 as Required by the California Health and Safety Code Section 5473, *et seq.*, Pertaining to Collection of Sewer Charges on the Tax Roll; Directing the City Clerk to File the Report with the County of San Diego Auditor and Controller; and Directing the City Engineer to Submit a Certification of the Sewer Service Charges to the County of San Diego Auditor and Controller."

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to approve the recommendations.

Motion carried by unanimous vote.

- 10.2 Public Hearing and Adoption of an Ordinance Repealing and Replacing Chapter 15.10 of the National City Municipal Code, and Adopting the International Property Maintenance Code by Reference.

Adopted Ordinance No. 2024-2532

No staff report provided.

Mayor Morrison declared the Public Hearing open at 7:32 p.m.

There were no public comments.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to approve the recommendations.

Motion carried by unanimous vote.

The Public Hearing closed at 7:32 p.m.

Recommendation: Conduct the Public Hearing and Adopt the Ordinance entitled: "An Ordinance of the City Council of the City of National City, California, Adopting the International Property Maintenance Code and Amending Chapter 15.10 of the National City Municipal Code."

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to approve the recommendations.

Motion carried by unanimous vote.

10.3 Zoning Map Amendment to Implement the Focused General Plan Update.

Adopted Ordinance No. 2024-2533

No staff report provided.

Mayor Morrison declared the Public Hearing open at 7:33 p.m.

There were no public comments.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to approve the recommendations.

Motion carried by unanimous vote.

The Public Hearing closed at 7:33 p.m.

Recommendation: Hold the Public Hearing and Adopt the Ordinance by Second Reading, Entitled, "An Ordinance of the City Council of the City of National City, California, Adopting an Amendment to the City of National City Zoning Map to Implement the Focused General Plan Update."

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to approve the recommendations.

Motion carried by unanimous vote.

11. **CITY MANAGER'S REPORT**

No report.

12. **ELECTED OFFICIALS REPORT**

Closing remarks were provided by members of the City Council.

13. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who announced that there was nothing to report on both Closed Session items 5.1 and 5.2.

CLOSED SESSION

5.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section: 54956.9(d)

Name of Case: Bhandari v City of National City

Case No. 3:21-CV-01652-GPC-DEB

5.2 LIABILITY CLAIM

Government Code Section: 54954.5

WORKERS COMPENSATION CLAIM NO. 20-150018

ADJ 13836567

Claimant: Michael Shanahan v. City of National City

14. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 6, 2024, 5:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 7:52 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 6, 2024.

Ron Morrison, Mayor



AGENDA

Cancellation Notice of Regular Meeting

Tuesday, July 2, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. NOTICE IS HEREBY GIVEN THAT

The Regular Meeting of the City Council of the City of National City, California, has been canceled per authorization by City Council Action.

Please check the City website for the date and time of the next regularly scheduled meeting.

2. ACKNOWLEDGEMENT

I, Shelley Chapel, City Clerk of the City of National City, California, hereby declare under penalty of perjury that this agenda was posted on the Bulletin Board in front of City Hall, and the City website at least 72 hours before the regularly scheduled meeting date.



AGENDA

Cancellation Notice of Regular Meeting

Tuesday, July 16, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. NOTICE IS HEREBY GIVEN THAT

The Regular Meeting of the City Council of the City of National City, California, has been canceled per authorization by City Council Action.

Please check the City website for the date and time of the next regularly scheduled meeting.

2. ACKNOWLEDGEMENT

I, Shelley Chapel, City Clerk of the City of National City, California, hereby declare under penalty of perjury that this agenda was posted on the Bulletin Board in front of City Hall, and the City website at least 72 hours before the regularly scheduled meeting date.



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Adoption of the National City Systematic Safety Analysis Report Program (SSARP) / Local Roadway Safety Plan (LRSP).

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, adopting the Systematic Safety Analysis Report Program / Local Roadway Safety Plan, as Amended by the April 2024 Addendum, Which Assesses and Identifies Locations and Safety Needs to Improve Local Road Safety within the City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee recommended on July 10, 2024, the SSARP/LRSP for adoption by City Council.

EXPLANATION:

On May 19, 2017, the California Department of Transportation (Caltrans) awarded a \$90,000 Systematic Safety Analysis Report Program (SSARP) grant to complete a Citywide Traffic Safety Study, which required a \$10,000 local match. On July 17, 2018, the City Council adopted Resolution No. 2018-124 authorizing the Mayor to execute a Program Supplement Agreement to accept funding and establish appropriations.

Federal regulations require that each State have a Strategic Highway Safety Plan (SHSP). While the SHSP is used as a statewide approach for improving roadway safety, an SSARP/LRSP allows local road owners to address unique highway safety needs in their jurisdictions while contributing to the success of the SHSP.

The attached SSARP/LRSP, completed in February 2021, provides an essential tool for developing and prioritizing future roadway safety improvement projects. Traffic collision data available from the Statewide Integrated Traffic Records System (SWITRS) for the 5-year period of January 1, 2013 through December 31, 2017 was analyzed to identify intersections and roadway segments experiencing a high number of collisions. Prioritization was given to severe collisions, and collisions involving vulnerable user groups such as pedestrians and bicycles. Safety countermeasures consistent with Caltrans' Local Roadway Safety Manual were recommended based on evaluation of contributing factors such as type of collision and roadway characteristics (e.g., number of lanes, traffic volumes, speed limits, intersection controls, lighting, etc.) Projects were then identified using a systemic approach.

Examples of safety countermeasures include:

- Improve signal hardware.
- Install/upgrade pedestrian crossing at uncontrolled locations.
- Add segment lighting.
- Improve sight distance to intersections.
- Install raised medians.
- Modify signal phasing to implement Leading Pedestrian Interval (LPI).

In April 2024, staff worked with one of their on-call traffic engineering consultants to prepare an Addendum to the SSARP/LRSP. The purpose of the Addendum was to clarify the plan development process, improve accountability, recommend safety policy and process changes, and identify the process for ongoing monitoring of the SSARP/LRSP. One of the recommendations included in the Addendum is to have the Traffic Safety Committee (TSC) oversee the SSARP/LRSP, with the support of City Engineering staff. Responsibilities include:

- Monitoring progress on implementation of the projects identified in the SSARP/LRSP, including a report of project status, funding, or completion.
- Monitoring crash data, including crash rates, changes over time, or before-and-after analyses of safety project implementation sites.
- Reporting key findings to the City Council.

This SSARP/LRSP and Addendum were presented to the TSC on July 10, 2024. Two residents were in attendance and spoke in support of the expanded role of the TSC. They also requested that the SSARP/LRSP be updated based on analysis of more recent traffic collisions. Staff plans on updating the SSARP/LRSP at least every five years, as required by Caltrans to maintain eligibility for various grant programs. The TSC voted unanimously to accept their role for overseeing implementation, monitoring and performance, and subsequently recommended the SSARP/LRSP for adoption by City Council.

Adoption of the SSARP/LRSP by City Council is required to keep the City eligible to compete for funding through various State and Federal grant programs such as the Highway Safety Improvement Program (HSIP) and Safe Streets and Roads for All (SS4A) program.

FINANCIAL STATEMENT:

Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A – SSARP/LRSP (February 2021)
- Exhibit B – SSARP/LRSP Addendum (April 2024)
- Exhibit C – Resolution

City of National City

Systemic Safety Analysis Report Program (SSARP) / Local Roadway Safety Plan (LRSP)

February 2021

Prepared For:

City of National City
1243 National City Boulevard
National City, CA 91950

Submitted By:

Chen Ryan Associates, Inc.
3900 Fifth Avenue, Suite 310
San Diego, CA 92103

Engineers Seal



By signing and stamping this Systemic Safety Analysis Report, the engineer is attesting to this report's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made.

Statement of Protection of Data from Discovery and Admissions

Section 148 of Title 23, United States Code [23 U.S.C. §145(h) (4)]:

REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION – Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.

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Appendix C	Corridor Specific Issues and Recommendations
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Executive Summary

The City of National City undertook a Citywide Systemic Safety Analysis Report Program (SSARP) / Local Roadway Safety Plan (LRSP) as a means to identify both citywide and site-specific safety issues facing pedestrians, bicyclists, and vehicles. The project examined the most recent 5-years of collision data available from the Statewide Integrated Traffic Records System (SWITRS), January 1, 2013 – December 31, 2017.

This project was funded through a Caltrans Systemic Safety Analysis Report Program grant and prepared in accordance with the SSARP guidelines. During the project, Caltrans initiated the Local Roadway Safety Plan program as a replacement of the SSARP. Some of the main differences between the two programs include stakeholder involvement and the identification of vision statement(s) and goal(s) to support the vision. These topics were incorporated into this project to ensure eligibility for future Highway Safety Improvement Program (HSIP) grant cycles.

Project Vision and Goals

The vision of National City SSARP/LRSP is to improve multimodal safety across National City by reducing fatal and severe injuries through traditional and innovative infrastructure, striping, and operational enhancements, and coordination with entities responsible for carrying out enforcement and education strategies.

The following goals are intended to support the vision:

- Secure grant funding to implement the countermeasures and roadway enhancements identified through this project and other efforts.
- Continue to coordinate with local law enforcement related to behavioral safety issues, such as speeding and driving under the influence.
- Continue to coordinate with non-profits, school districts, and other organizations to educate the public on safe behaviors related to mobility, such as safe walking and bicycling.

Project Approach

The collision records were reviewed and refined to develop a collision database of injury records occurring on City of National City roadways (excluding those on freeways, freeway ramps, property damage only collisions, and records that could not be geocoded). The total number of records in the final database was 977.

Safety issues were identified through three analyses efforts, 1) systemic collision matrices to look at citywide collisions holistically, 2) an assessment of high collision corridors based on high frequency collision intersections and segments, and 3) a focused review of collisions occurring on neighborhood streets – defined as two-lane roadways with a speed limit of 25 mph. From these issues, a series of recommendations or countermeasures were identified.

Systemic Collision Matrices & Citywide Recommendations

Separate matrices were prepared for collisions occurring within the intersection footprint and those along segments. These two groupings were further refined to display matrix sets consisting of all injury collisions and those resulting in a severe injury or fatality. Recommendations were developed to address the citywide findings, intended to be implemented across similar environments throughout the City.

The all injury intersection matrix featured 606 collisions, while 45 collisions were included within the severe injury or fatality intersection matrix. The intersection collision matrix incorporated behaviors (crash types and reported violations) as rows and roadway environments (intersection control and number of through-lanes) as columns. **Table ES-1** displays the resulting intersection matrix for all injuries, while **Table ES-2** focuses on the severe and fatal injury collisions.

The key issues identified with the systemic intersection matrix and resulting recommendations are presented in **Table ES-3**. The Caltrans Local Roadway Safety Manual (LRSM) countermeasure ID for the recommendation is also provided for each countermeasure, where relevant.

The all injury segment matrix consisted of 371 collision records. The severe and fatal injury segment matrix included 35 records. Similar to the intersection matrix, the segment matrix drew from behaviors (crash types and reported violations) as rows and roadway environments (posted speed limit and number of lanes) as columns. **Table ES-4** displays the resulting segment matrix for all injuries. **Table ES-5** shows the severe and fatal injury segment matrix.

The key issues identified with the systemic segment matrices and resulting recommendations are presented in **Table ES-6**.

Table ES-1 Intersection Matrix – All Injury Collisions

Row Labels	AWSC		Side Street Stop					Signalized							No Control	Roundabout	Yield	Grand Total				
	2+2	4+2	2+2	3+2	4+2	4+4	5+2	2+2	3+2	3+3	4+2	4+3	4+4	5+2	5+3	5+4	2+2		2+2	2+2		
Broadside	2	2	41	6	44	3		10	3	1	50	10	34	8	4	13		3		2	7	243
Failure to yield/stop at limit line	1	1	29	3	17	1		8	2		34	6	16	6	3	11		3		2	3	146
Failure to yield/stop when making left turn			4	2	10	2		1	1		5		7									32
Unsafe turn			4	1	11			1		1	6		3									27
DUI		1			4						2	2	2	2		1						14
Other			1		1						2		3		1					1		9
Not Stated	1		1								1	1	2							1		7
Unsafe speed			2		1							1								2		6
Traffic Control Violation													1			1						2
Pedestrian-Vehicle	2	1	17	5	22			4	2	3	22	6	15	3		1			1		1	105
Failure to yield/stop at limit line	2	1	6	2	8			2	2	2	10	2	8	2						1		48
Pedestrian at-fault			7	1	8			2			8	2	4	1		1						34
Other					3						2							1				6
Not Stated				1	1							1	2									5
Unsafe turn									1	1	1	1										4
DUI			2	1							1											4
Unsafe speed			2		2																	4
Rear End	3		4	4	21			3	1		19	3	13	4		1			1			77
Head-On			7	4	7	1		1			21	6	11	2					1		1	62
Bicycle-Vehicle	2	1	10		11			2	2		7	3	6			1			1		1	47
Hit Object			10	1	9			1		1	8	1	1	2	1				1			36
Sideswipe	1	1	2	1	4			1		2	3	2	2	1		2				1		23
Overturned				1	1						1	1				1						5
Not Stated			1								1		1							1		4
Bicycle: Hit Object					1																	1
Pedestrian-Bicycle					1																	1
Bicycle: Overturned					1																	1
Other					1																	1
Grand Total	10	5	92	22	123	3	1	22	8	7	132	32	83	20	5	19		7		3	12	606

Table ES-2 Intersection Matrix – Severe/Fatal Injury Collisions

Row Labels	AWSC	Side Street Stop			Signalized						No Control	Grand Total	
	2+2	2+2	3+2	4+2	2+2	3+3	4+2	4+3	4+4	5+2	5+4		2+2
Pedestrian-Vehicle		6	1	6	2	3	1	2					21
Failure to yield/stop at limit line		1		3	2	1		1					8
Pedestrian at-fault		1	1	1		1	1	1					6
DUI		2				1							3
Unsafe speed		2		1									3
Other				1									1
Broadside		1		1		1	1	2	1	1		1	9
Failure to yield/stop at limit line							1	1		1		1	4
Unsafe turn		1				1							2
DUI								1	1				2
Unsafe speed				1									1
Hit Object			3	2		1							6
Bicycle-Vehicle	1	4											5
Head-On		1			1	1							3
Overtaken											1		1
Grand Total	1	15	1	9	1	2	6	2	4	1	2	1	45

Table ES-3 Systemic Intersection Issues and Recommended Countermeasures

Issue	Recommended Countermeasure ¹
Broadside Collisions	
<p>Issue #1: Broadside collisions resulting from failure to yield or failure to stop at the limit line at signalized intersections, where:</p> <ul style="list-style-type: none"> • 4-lane intersects with 2-lane • 4-lane intersects with 4-lane 	<p>Improve visibility of signal heads and intersections through the following:</p> <ul style="list-style-type: none"> • S2 Improve signal hardware – one signal head per through lane on overhead mast arm (CRF 15%) • S18PB Install pedestrian crossing (continental crosswalks) (CRF 25% B&P) • S20PB Install advance stop bar before crosswalk (CRF 15% B&P)
<p>Issue #2: Broadside collisions resulting from failure to yield or failure to stop at the limit line at side street stop-controlled intersections, where:</p> <ul style="list-style-type: none"> • 2-lane intersects with 2-lane • 4-lane intersects with 2-lane 	<ul style="list-style-type: none"> • NS2 Convert to all-way stop control (CRF 50%) • NS3 Install signals (CRF 30%) • NS6 Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs (CRF 15%) • NS11 Improve sight distance to intersection (clear sight triangles) (CRF 20%)
<p>Issue #3: Broadside collisions resulting from failure to yield or failure to stop at the limit line when making left-turn at signalized intersections, where:</p> <ul style="list-style-type: none"> • 4-lane intersects with 4-lane 	<ul style="list-style-type: none"> • S6 Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF 55%) • S7 Provide protected left turn phase (left-turn lane already exists) (CRF 30%)
Pedestrian Collisions	
<p>Issue #1: Pedestrian collisions resulting from failure to yield to pedestrian in the crosswalk or failure to stop at the limit line at signalized intersections where:</p> <ul style="list-style-type: none"> • 4-lane intersects with 2-lane • 4-lane intersects with 4-lane 	<ul style="list-style-type: none"> • S6 Provide protected left turn phase • S20 Install pedestrian crossing (continental crosswalks) (CRF 25% B&P), consider: <ul style="list-style-type: none"> ○ Curb extensions ○ Pedestrian signage ○ NO RIGHT ON RED turn restrictions • S21 Install advance stop bar before crosswalk (CRF 15% B&P) • S22 Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF 60% B&P)
<p>Issue #2: Pedestrian collisions resulting from pedestrian at-fault violations at signalized intersections</p>	<p>Encourage pedestrians to cross when they have the right-of-way and at legal crossing locations:</p> <ul style="list-style-type: none"> • S19 Install pedestrian countdown signal heads (CRF 25% P&B) • S20 Install pedestrian crossing (continental crosswalks) (CRF 25% B&P) • S21 Install advance stop bar before crosswalk (CRF 15% B&P) • S22 Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF 60% B&P)

Note: ¹ Countermeasure ID and Crash Reduction Factor (CRF) obtained from Caltrans' Local Roadway Safety Manual, Version 1.5 (April 2020)

Table ES-4 Segment Matrix - All Injury Collisions

Row Labels	25 mph	30 mph				35 mph				40 mph			45 mph		50 mph	Grand Total
	2-Ln	2-Ln	3-Ln	4-Ln	5-Ln	2-Ln	3-Ln	4-Ln	5-Ln	3-Ln	4-Ln	5-Ln	4-Ln	5-Ln	4-Ln	
Rear End	10	4		5		7	9	39	6		6	1	4	1		92
Unsafe speed	2	4		2		1	4	17	4		4		2	1		41
Following too closely	1			1		1	2	12	2		2		1			22
Unsafe turn	2			2		3	1	2				1	1			12
DUI	4					2	1	5								12
Other	1						1	2								4
Not Stated								1								1
Broadside	3	5	1	6		10	6	47	2	1	3		4			88
Failure to yield/stop at limit line		3	1	1		2	5	24	2		1		3			42
Unsafe turn	1			3		4		11								19
Failure to yield/stop when making left turn	1	2		1		2	1	5		1	1					14
DUI								4			1					5
Not Stated						1		1					1			3
Other						1		1								2
Traffic Control Violation								1								1
Riding/driving on sidewalk				1												1
Following too closely	1															1
Pedestrian-Vehicle	17	3		5	1	6	6	20	1				1			60
Pedestrian at-fault	9	2		4	1	5	5	10					1			37
Failure to yield/stop at limit line	1							7								8
Other	3	1				1		1								6
Not Stated	2			1				2	1							6
Unsafe turn	1						1									2
Unsafe speed	1															1
Sideswipe	3	4		1		4	1	12	1		7		1	1		35
Hit Object	3	3	1	1		7	2	11			1		1	1		31
Bicycle-Vehicle	5	2		2		5	1	11	1						1	28
Head-On	1	1		1		6	2	7			3					21
Overturned	1			2				1	1						1	6
Bicycle: Hit Object	1						1				2					4
Not Stated	1				1	1										3
Bicycle: Overturned		1														1
Pedestrian-Bicycle	1												1			1
Other																1
Grand Total	46	23	2	23	2	46	28	148	12	1	22	1	12	3	2	371

Table ES-5 Segment Matrix – Severe/Fatal Injury Collisions

Row Labels	25 mph	30 mph		35 mph			40 mph	45 mph	Grand Total	
	2-Ln	2-Ln	4-Ln	2-Ln	3-Ln	4-Ln	5-Ln	4-Ln		5-Ln
Pedestrian-Vehicle	2	1	1	1	1	7	1			14
Pedestrian at-fault	1	1	1	1	1	7				12
Not Stated							1			1
Other	1									1
Hit Object				1		1		1	1	4
Head-On			1		1			2		4
Broadside				1	1	1				3
Rear End	1			1		1				3
Bicycle-Vehicle	1				1					2
Bicycle: Hit Object					1			1		2
Pedestrian-Bicycle	1									1
Overtaken			1							1
Not Stated	1									1
Grand Total	6	1	3	4	5	10	1	4	1	35

Table ES-6 Systemic Segment Issues and Recommended Countermeasures

Issue	Recommended Countermeasure ¹
Rear End Collisions	
Rear end collisions resulting from unsafe speeds along 4-lane roadways.	<ul style="list-style-type: none"> • R8 Install raised median (CRF 25%) • R14 Road diet (CRF 30%) • R22 Install/upgrade signs with new fluorescent sheeting (CRF 15%) • R26 Install dynamic/variable speed warning signs (CRF 30%) • S10 or NS9 Install flashing beacons as advance warning (CRF 30%)
Broadside Collisions	
Broadside collisions resulting from failure to yield	<ul style="list-style-type: none"> • R8 Install raised median (CRF 25%) • R14 Road diet (CRF 30%) • NS15 Create directional median openings to allow (and restrict) left-turns and U-turns (CRF 50%)
Pedestrian Collisions	
Pedestrian collisions resulting from pedestrian at-fault violations at mid-block locations	<p>Emphasize safe, legal crossing locations through the provision of continental crosswalks</p> <ul style="list-style-type: none"> • R8 Install raised median (CRF 25%) • R14 Road diet (CRF 30%) • R35PB Install/upgrade pedestrian crossing (with enhanced safety features) (CRF 30%) • R37PB Install Rectangular Rapid Flashing Beacon (RRFB) (CRF 35%) • NS23PB Install Pedestrian signal (including Pedestrian Hybrid Beacon) (CRF 55%)

Note: ¹ Countermeasure ID and Crash Reduction Factor (CRF) obtained from Caltrans' Local Roadway Safety Manual, Version 1.5 (April 2020)

High Collision Corridors & Recommendations

Collision frequencies were determined at intersections and along segments to identify high frequency collision locations, with a focus on those resulting in a severe or fatal injury. **Figure ES-1** identifies intersections and segments that experienced severe or fatal injury collisions, and any intersections or segments with more than five reported collisions, regardless of injury severity. The figure also depicts the following seven high collision corridors that were focused on to identify issues and countermeasures:

- Euclid Avenue, from Beta Street to 18th Street
- Highland Avenue, from Division Street to SR-54 EB Ramps
- Plaza Boulevard / Paradise Valley Road, from Coolidge Avenue to E Plaza Boulevard
- 8th Street, from Harbor Drive to Paradise Valley Road/Plaza Boulevard
- 16th Street, from Wilson Avenue to Rachel Avenue
- 18th Street, from Wilson Avenue to Rachel Avenue
- 30th Street / Sweetwater Road, from Hoover Avenue to Plaza Bonita Center Way

Table ES-7 summarizes the issues and corresponding countermeasures identified for each corridor.



Table ES-7 High Collision Corridor Countermeasure Summary Table

Recommended Countermeasures ¹	Location(s)
Highland Avenue, from Division Street to SR-54 EB Ramps	
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersections at: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard • Highland Avenue / 30th Street
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • Highland Avenue / 3rd Street
S3 Improve signal timing (provide NO RIGHT ON RED signage)	Signalized intersections at: <ul style="list-style-type: none"> • Highland Avenue / 18th Street (southbound approach) • Highland Avenue / Plaza Boulevard (all approaches – restrict during school arrival/dismissal)
S17PB Install pedestrian countdown signal heads	Existing signalized intersection crossing legs at: <ul style="list-style-type: none"> • Highland Avenue / 18th Street • Highland Avenue / 24th Street • Highland Avenue / SR-54 WB Ramps
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections (unless otherwise noted): <ul style="list-style-type: none"> • Highland Avenue / 4th Street (east and west legs) • Highland Avenue / 8th Street • Highland Avenue / Plaza Boulevard • Highland Avenue / 18th Street • Highland Avenue / 21st Street • Highland Avenue / 24th Street • Highland Avenue / 30th Street • Highland Avenue / SR-54 WB Ramps

Table ES-7 High Collision Corridor Countermeasure Summary Table

Recommended Countermeasures ¹	Location(s)
S20PB Install advance stop bar before crosswalk	All legs of the following intersections (unless otherwise noted): <ul style="list-style-type: none"> • Highland Avenue / 8th Street • Highland Avenue / Plaza Boulevard • Highland Avenue / Walmart Driveway (north and south legs) • Highland Avenue / 21st Street • Highland Avenue / 24th Street • Highland Avenue / SR-54 WB Ramps
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	Existing signalized intersection crossing legs at: <ul style="list-style-type: none"> • Highland Avenue / 8th Street • Highland Avenue / Plaza Boulevard • Highland Avenue / 18th Street • Highland Avenue / 24th Street • Highland Avenue / 30th Street
NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (provide advance yield markings on NB/SB approaches)	Northbound and Southbound approaches at: <ul style="list-style-type: none"> • Highland Avenue / 3rd Street • Highland Avenue / 5th Street • Highland Avenue / 6th Street • Highland Avenue / 13th Street • Highland Avenue / 14th Street
R8 Install raised median (provide turn pockets at intersections and major driveways; requires on-street parking removal)	Install along the following segment: <ul style="list-style-type: none"> • Highland Avenue, from 16th Street to SR-54 WB Ramps
Extend left-turn pocket (non-LRSM countermeasure)	Install at the following location: <ul style="list-style-type: none"> • Highland Avenue southbound left-turn pocket onto EB SR-54
Euclid Avenue, from Beta Street to 18th Street	

Table ES-7 High Collision Corridor Countermeasure Summary Table

Recommended Countermeasures ¹	Location(s)
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • Euclid Avenue / 8th Street • Euclid Avenue / 16th Street • Euclid Avenue / 18th Street
S7 Provide protected left-turn phase (left-turn lane already exists)	All approaches at the intersection of: <ul style="list-style-type: none"> • Euclid Avenue / 4th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections: <ul style="list-style-type: none"> • Euclid Avenue / 4th Street • Euclid Avenue / 8th Street • Euclid Avenue / 16th Street • Euclid Avenue / 18th Street
S20PB Install advance stop bar before crosswalk	All legs of the following intersection: <ul style="list-style-type: none"> • Euclid Avenue / 8th Street
R14 Road diet (reduce travel lanes from 4 to 2 through lanes and a two-way left-turn lane and bike lanes)	Install along the following segment: <ul style="list-style-type: none"> • Euclid Avenue, from Division Street to 4th Street *** <i>project implemented during SSARP development</i> ***
Plaza Boulevard / Paradise Valley Road, from Coolidge Avenue to E Plaza Boulevard	
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersections at: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard • 8th Street / Plaza Boulevard / Paradise Valley Road
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard • 8th Street / Plaza Boulevard / Paradise Valley Road
S3 Improve signal timing (provide NO RIGHT ON RED signage during school arrival/dismissal periods)	Signalized intersection at: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard (all approaches – restrict during school arrival/dismissal)

Table ES-7 High Collision Corridor Countermeasure Summary Table

Recommended Countermeasures ¹	Location(s)
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersection: <ul style="list-style-type: none"> Highland Avenue / Plaza Boulevard
S20PB Install advance stop bar before crosswalk	All legs of the following intersection: <ul style="list-style-type: none"> Highland Avenue / Plaza Boulevard
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	All legs of the following intersection: <ul style="list-style-type: none"> Highland Avenue / Plaza Boulevard
NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Provide marked crosswalks with advance yield/stop markings and curb extensions at the following intersections: <ul style="list-style-type: none"> B Avenue / Plaza Boulevard C Avenue / Plaza Boulevard D Avenue / Plaza Boulevard E Avenue / Plaza Boulevard
R8 Install raised median (provide turn pockets at intersections and major driveways)	Install along the following segment: <ul style="list-style-type: none"> Plaza Boulevard, from Euclid Avenue to the mid-block crossing to the east
R14 Road Diet (reduce travel lanes from four lanes to two through lanes and a two-way left-turn lane; maintain on-street parking)	Install along the following segment: <ul style="list-style-type: none"> Plaza Boulevard, from National City Boulevard to Highland Avenue (General Plan buildout ADT = 17,600 – 19,900; designated as a Community Corridor)
8th Street, from Harbor Drive to Plaza Boulevard / Paradise Valley Road	
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersection at: <ul style="list-style-type: none"> 8th Street / Plaza Boulevard / Paradise Valley Road
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> Euclid Avenue / 8th Street 8th Street / Plaza Boulevard / Paradise Valley Road
S3 Improve signal timing (provide NO RIGHT ON RED signage)	Signalized intersection at: <ul style="list-style-type: none"> National City Boulevard / 8th Street

Table ES-7 High Collision Corridor Countermeasure Summary Table

Recommended Countermeasures ¹	Location(s)
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections: <ul style="list-style-type: none"> • Highland Avenue / 8th Street • Harbison Avenue / 8th Street
S20PB Install advance stop bar before crosswalk	All legs of the following intersections: <ul style="list-style-type: none"> • Highland Avenue / 8th Street • Harbison Avenue / 8th Street
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	All legs of the following intersections: <ul style="list-style-type: none"> • National City Boulevard / 8th Street • Highland Avenue / 8th Street
NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Provide high visibility marked crosswalks with advance yield/stop markings at the following location: <ul style="list-style-type: none"> • T Avenue / 8th Street (north and east legs) Provide curb extensions at the following location: <ul style="list-style-type: none"> • T Avenue / 8th Street (east leg)
NS22PB Install Rectangular Rapid Flashing Beacon (RRFB)	Install at the following location: <ul style="list-style-type: none"> • T Avenue / 8th Street (east leg)
R8 Install raised median (provide turn pockets at intersections and major driveways)	Install along the following segments: <ul style="list-style-type: none"> • 8th Street, from Highland Avenue to K Avenue • 8th Street, from Palm Avenue to Rachael Avenue
16th Street, from Wilson Avenue to Rachel Avenue	
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • Euclid Avenue / 16th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersection: <ul style="list-style-type: none"> • D Avenue / 16th Street • Euclid Avenue / 16th Street
S20PB Install advance stop bar before crosswalk	All legs of the following intersection: <ul style="list-style-type: none"> • D Avenue / 16th Street

Table ES-7 High Collision Corridor Countermeasure Summary Table

Recommended Countermeasures ¹	Location(s)
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	All legs of the following intersection: <ul style="list-style-type: none"> • D Avenue / 16th Street
Install curb extensions (non-LRSM countermeasure at signalized intersections)	At the northwest and southeast corners of: <ul style="list-style-type: none"> • D Avenue / 16th Street
18th Street, from Wilson Avenue to Rachel Avenue	
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersection at: <ul style="list-style-type: none"> • National City Boulevard / 18th Street ((northbound and southbound approaches)
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • National City Boulevard / 18th Street • Euclid Avenue / 18th Street
S3 Improve signal timing (provide NO RIGHT ON RED signage)	Signalized intersection at: <ul style="list-style-type: none"> • Highland Avenue / 18th Street (southbound approach)
S17PB Install pedestrian countdown signal heads	Existing signalized intersection crossing legs at: <ul style="list-style-type: none"> • Highland Avenue / 18th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections (unless otherwise noted): <ul style="list-style-type: none"> • Highland Avenue / 18th Street • L Avenue / 18th Street • Euclid Avenue / 18th Street
S20PB Install advance stop bar before crosswalk	All legs of the following intersection: <ul style="list-style-type: none"> • Highland Avenue / 18th Street
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	All legs of the following intersection: <ul style="list-style-type: none"> • Highland Avenue / 18th Street

Table ES-7 High Collision Corridor Countermeasure Summary Table

Recommended Countermeasures ¹	Location(s)
NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Provide high visibility marked crosswalks with advance yield/stop markings at the following locations: <ul style="list-style-type: none"> • J Avenue / 18th Street • K Avenue / 18th Street (south and east legs) Provide curb extensions at the following locations: <ul style="list-style-type: none"> • J Avenue / 18th Street • K Avenue / 18th Street (south and east legs)
R01 Add segment lighting	Install/enhance along the following segment: <ul style="list-style-type: none"> • 18th Street, from J Avenue to L Avenue
Install curb extensions (non-LRSM countermeasure at signalized intersections)	At the intersection of: <ul style="list-style-type: none"> • L Avenue / 18th Street
30th Street / Sweetwater Road, from Hoover Avenue to Plaza Bonita Center Way	
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersections at: <ul style="list-style-type: none"> • Highland Avenue / 30th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections (unless otherwise noted): <ul style="list-style-type: none"> • Highland Avenue / 30th Street
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	Existing signalized intersection crossing legs at: <ul style="list-style-type: none"> • Highland Avenue / 30th Street
NS06 Install/upgrade larger or additional stop signs or other intersection warning regulatory signs	Provide DO NOT CROSS pedestrian signage at the following locations: <ul style="list-style-type: none"> • I Avenue / 30th Street (east and west legs to prevent pedestrians from crossing 30th Street) Provide NO LEFT TURN signage at the following location: <ul style="list-style-type: none"> • Sweetwater Square Driveway exit / 30th Street
R8 Install raised median (provide turn pockets at intersections and major driveways)	Install along the following segment: <ul style="list-style-type: none"> • 30th Street, from Highland Avenue to J Avenue
R26 Install dynamic/variable speed warning signs	Install along the following segment: <ul style="list-style-type: none"> • 30th Street / Sweetwater Road, from Stockman Street / Plaza Bonita Road to Plaza Bonita Center Way

Table ES-7 High Collision Corridor Countermeasure Summary Table

Recommended Countermeasures ¹	Location(s)
R33PB Install separated bike lanes	Install along the following segment: <ul style="list-style-type: none"> • 30th Street, from Hoover Street to 2nd Avenue

Note: ¹ Countermeasure ID and title obtained from Caltrans' Local Roadway Safety Manual, Version 1.5 (April 2020)

Neighborhood Countermeasures

An additional focus was placed on reviewing collisions occurring along two-lane roadways with a posted speed limit of 25 miles per hour, in response to community member concerns related to safety within residential neighborhoods.

A total of 103 collisions were identified within these environments, including 57 collisions within the intersection footprint and 46 collisions along segments. **Table ES-8** provides a toolbox of neighborhood countermeasures to be considered within these environments. The Caltrans LRSM countermeasure name and ID are provided, where relevant.

Table ES-8 Countermeasures for Neighborhood Streets

Type	Countermeasure	Notes
Lighting	NS01 / R01 Add intersection/segment lighting	Providing a permanent source of power and maintenance considerations should be considered.
Control	NS02 Convert to all-way STOP control (from two-way or Yield control)	Requires warrant analysis.
Control	NS03 Install signals	Requires warrant analysis.
Control	NS04 Convert intersection to roundabout (from all way stop) NS05 Convert intersection to roundabout (from stop or yield control on minor road)	May require acquisition of additional right-of-way. Requires warrant analysis.
Operation / Warning	NS06 Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs	Can be used to enhance visibility of stop signs, yield signs, or to warn drivers to anticipate pedestrians/bicyclists.
Operation / Warning	NS07 Upgrade intersection pavement markings	Improves intersection visibility to approaching motorists. Typical applications include "Stop Ahead" markings, centerlines and stop bars.
Operation / Warning	NS08 Install flashing beacons at stop-controlled intersections	Flashing beacons help reinforce driver awareness of stop signs. Most effective along segments with long stretches between intersections and locations where night-time visibility is an issue. Solar may be a source of power.
Operation / Warning	NS09 Install flashing beacons as advance warning	Flashing beacons help alert drivers to anticipate an upcoming control and mitigate crashes related to intersection regulatory sign violations.
Operation / Warning	NS11 Improve sight distance to intersection (clear sight triangles)	Adequate sight distance is an important factor to unsignalized intersection safety. Removing or modifying landscaping or fixed objects and prohibiting parking right at the intersection are examples of methods to improve sight distance. May result in loss of on-street parking. Some objects or landscaping may be located on private property, requiring coordination with the property owner.
Operation / Warning	R22 Install/upgrade signs with new fluorescent sheeting (regulatory or warning)	Fluorescent yellow sheeting or other retroreflective material improves driver awareness of roadway signage.
Geometric Modifications	NS13 Install splitter-islands on the minor road approaches	Limits vehicular access to right-in and/or right-out.
Geometric Modifications	Install speed cushions / humps (non-LRSM countermeasure)	Helps encourage slower driver speeds. Speed cushions are intended to be spaced so as not to interfere with the larger wheelbases of emergency response vehicles. Most effective when multiple devices are deployed.
Pedestrian and Bike	NS20PB Install pedestrian crossing at uncontrolled locations (signs and markings only)	Additional safety enhancements to improve visibility of the crossing location and reduce vehicle speeds should be considered. Curb ramps and/or sidewalk modifications may be required.

Table ES-8 Countermeasures for Neighborhood Streets

Type	Countermeasure	Notes
Pedestrian and Bike	NS21PB/R35PB Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Measures to improve visibility of a pedestrian crossing and/or shorten the crossing distance can enhance safety. Examples include advance stop/yield markings, curb extensions, additional signage, and in road flashing lights.
Pedestrian and Bike	NS22PB Install Rectangular Rapid Flashing Beacon (RRFB)	An RRFB can increase driver awareness of a crossing and increase the effectiveness of crossing treatments. Can be deployed at intersection and mid-block locations.
Pedestrian and Bike	R32PB Install bike lanes	Bike lanes provide a dedicated space for bicyclists, helping to facilitate predictable behaviors. Painted buffers can add additional separation between bicyclists and parked and/or moving vehicles. Implementation may require on-street parking removal.
Pedestrian and Bike	R34PB Install sidewalk/pathway (to avoid walking along roadway)	Providing sidewalks along both sides of the street can greatly reduce pedestrian-involved collisions. Curb ramps, crosswalks, lighting, and other features should be considered.
Pedestrian and Bike	R36PB Install raised pedestrian crossing	Suitable for lower speed roadways. Should be used in combination with additional signs and markings.

Prioritized Safety Projects

The high collision corridor countermeasures (Table ES-7) were examined to identify high priority projects to pursue grant funding for. The following factors were reviewed and considered:

- Severe/fatal injury collisions
- High frequency collision intersections and segments
- Future planned improvements
- Project location and surrounding land uses

Consistent with HSIP grant requirements a total of three countermeasures were selected for grouping into a project, including:

- S17PB: Install pedestrian countdown signal heads
- S20PB: Install advance stop bar before crosswalk (Bicycle Box)
- S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)

Instead of limiting countermeasures to individual high collision corridors, a systemic approach was utilized, selecting eight intersections across multiple corridors. This process was intended to maximize the Benefit/Cost ratio (BCR) for the project and address locations with the greatest potential safety challenges. The locations were then grouped by countermeasure type. Four final countermeasure groups were identified:

Countermeasure Group 1: S17PB & S21PB

Location:

- Harbison Avenue / E Plaza Boulevard

Countermeasure Group 2: S20PB & S21PB

Locations:

- Harbison Avenue / E 8th Street
- E Plaza Boulevard / Highland Avenue
- Highland Avenue / E 8th Street

Countermeasure Group 3: S20PB

Location:

- Highland Avenue / E 21st Street

Countermeasure Group 4: S21PB

Locations:

- Highland Avenue / E 18th Street
- National City Boulevard / E 8th Street
- Highland Avenue / E 30th Street

The total project cost was estimated to be \$427,500, with a resulting BCR of 42.66.

1. Introduction

The City of National City undertook a Citywide Systemic Safety Analysis Report Program (SSARP) / Local Roadway Safety Plan (LRSP) as a means to identify both citywide and site-specific safety issues facing pedestrians, bicyclists, and vehicles. The project examined the most recent 5-years of collision data available from the Statewide Integrated Traffic Records System (SWITRS), January 1, 2013 – December 31, 2017.

This project was funded through a Caltrans Systemic Safety Analysis Report Program grant and prepared in accordance with the SSARP guidelines. During the project, Caltrans initiated the Local Roadway Safety Plan program as a replacement of the SSARP. Some of the main differences between the two programs include stakeholder involvement and the identification of vision statement(s) and goal(s) to support the vision. These topics were incorporated into this project to ensure eligibility for future Highway Safety Improvement Program (HSIP) grant cycles.

Project Vision and Goals

The vision of National City SSARP/LRSP is to improve multimodal safety across National City by reducing fatal and severe injuries through traditional and innovative infrastructure, striping, and operational enhancements, and coordination with entities responsible for carrying out enforcement and education strategies.

The following goals are intended to support the vision:

- Secure grant funding to implement the countermeasures and roadway enhancements identified through this project and other efforts.
- Continue to coordinate with local law enforcement related to behavioral safety issues, such as speeding and driving under the influence.
- Continue to coordinate with non-profits, school districts, and other organizations to educate the public on safe behaviors related to mobility, such as safe walking and bicycling.

Stakeholder Coordination

The City of National City staff maintain close working relationship with law enforcement (City of National City Police Department) and educational (National School District, Sweetwater Unified High School District) entities. Through these relationships, issues and strategies are shared, working towards the common goal of improved safety.

For over a decade, the City of National City has partnered with the National School District, Sweetwater Unified High School District, principals, parents, volunteers and community organizations on various Safe Routes to School Program initiatives. These relationships have been instrumental in securing grant funding for safety infrastructure enhancements for children walking and bicycling to school, as well as education, encouragement, and training campaigns. In

the past, the National City Safe Routes to School Program Task Force has partnered with the National City Police Department to identify high priority locations for school zone traffic enforcement. Additional examples include establishing a Parent Safety Patrol program to train expert observers to watch over pedestrian and driver behavior, participation in the Walk to School events, and hosting of events to celebrate the completion of safety enhancement projects.

Fostering these relationships has become a critical part of the City's approach to safety, resulting in lasting positive impacts on the community. Coordinating with these stakeholders will remain a key strategy moving forward.

Report Organization

This report documents the data and analysis techniques utilized, key findings and resulting recommendations. Following this introductory section, the report is organized into the following chapters:

Chapter 2. Safety Data Utilized – Summarizes the collision data utilized and process used to build the final collision database. The process used to categorize a record as an intersection or segment record is described. Finally, the sources of vehicular count data and process used to develop daily estimates of vehicles entering the intersection are described.

Chapter 3. Data Analysis Techniques – Outlines each of the techniques employed to analyze the data, develop the project approach and propose recommendations.

Chapter 4. Highest Occurring Crash Types & Citywide Recommendations – Describes the findings and recommended countermeasures resulting from a Citywide analysis of the leading crash types, as well as countermeasures to consider within residential neighborhoods which are addressed in response to community member concerns.

Chapter 5. High-Collision Corridors and Intersections & Recommended Countermeasures – Documents the high-collision corridor and intersection findings, the key issues identified along each corridor, and recommended countermeasures.

Chapter 6. Prioritized Project Scope & Crash Reduction Factors – Identifies the high priority project, project scope, crash reduction factors, and resulting Benefit/Cost ratio.

2. Safety Data Utilized

Collision Database

Collision data was obtained for the City of National City from the Statewide Integrated Traffic Records System (SWITRS) for the most recent completed 5-year period, January 1, 2013 - December 31, 2017. The raw data for the City of National City SWITRS contained a total 3,286 collision records over the 5-year request period. These records were reviewed and refined to develop a collision database of injury records occurring on City of National City roadways.

All collision records resulting in property damage only (PDO) were removed from the study population, reducing the total number of records to 1,676 over the 5-year period. Eliminating all collision records listing freeways as primary roadways reduced the total number of records to 1,006. Of the 1,006 collision records, 98% were successfully geocoded, reducing the study population of collision records to 982.

During the process of reviewing and assigning location types to the geocoded collisions, an additional 5 records were removed from the analysis due to inaccurate geocodes (and without sufficient locational information to correct the mistaken location). These records either occurred outside of the city limits despite being included in the National City dataset or their geocoded location occurred off of the roadway, thereby eliminating any possibility to assign roadway characteristics to the records accurately. This reduced the total number of records in the final database to 977.

Categorization

The categorization process involved referencing the distance offset from the nearest cross-street as well as reviewing the geocoded collision records against satellite imagery. Records falling within the limits of the intersection (using stop bar or crosswalk as limits) were categorized as intersection collisions. All remaining records were considered segment collisions.

Table 2-1 and **Figure 2-1** displays the categorization results for each mode and severe/fatal injury collisions

Table 2-1 Collisions by Location and Mode

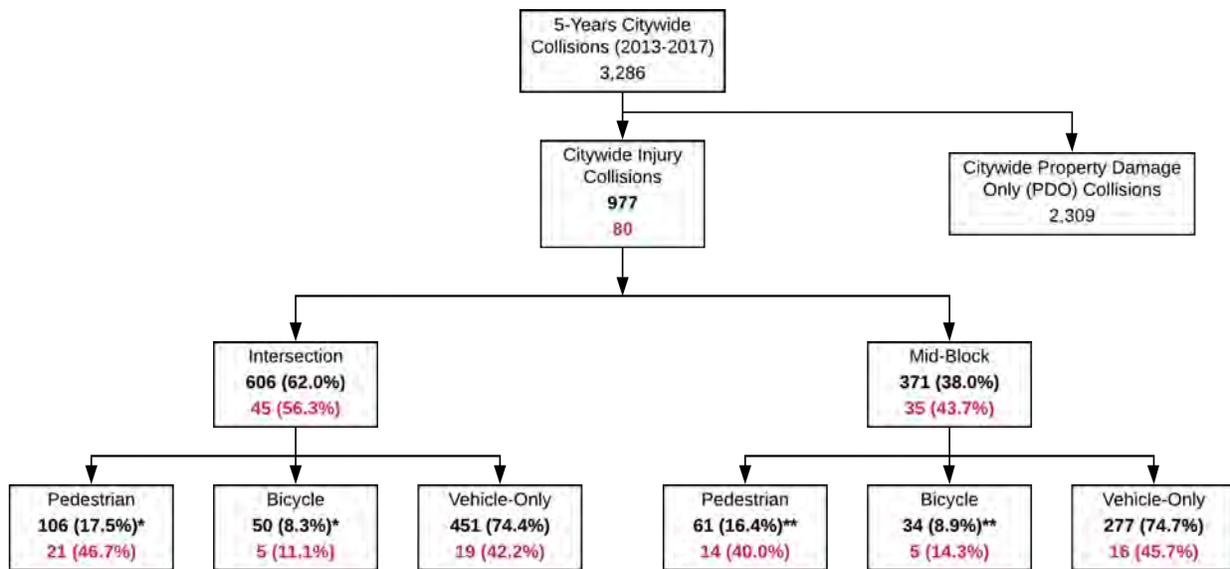
	All Modes		Vehicular Only		Pedestrian		Bicycle	
	All Injury	Severe / Fatal	All Injury	Severe / Fatal	All Injury	Severe / Fatal	All Injury	Severe / Fatal
Intersection	606 ¹	45	451	19	106	21	50	5
Segment	371 ²	35	277	16	61	14	34	5
Total	977 ^{1,2}	80	728	35	167	35	84	10

Source: SWITRS (2018)

Notes:

- One (1) intersection collision involved a pedestrian and a bicycle (no vehicles). This collision was recorded under All Injury for each mode individually but counted once for All Modes. This collision did not result in a severe or fatal injury.
- One (1) segment collision involved a pedestrian and a bicycle (no vehicles). This collision was recorded under All Injury for each mode individually but counted once for All Modes. This collision resulted in a fatal injury (to the bicyclist), and was counted under the Severe/Fatal bicycle total and Severe/Fatal total for All Modes.

Figure 2-1 Collisions by Location and Mode



Black: All Injury Collisions
Red: Severe/Fatal Collisions
 % is calculated based on the total of the previous row

* One intersection collision involved a pedestrian and a bicyclist. This collision was recorded under All Injury for both modes individually but counted once for All Modes. This collision did not result in a severe or fatal injury.

** One mid-block collision involved a pedestrian and a bicyclist. This collision was recorded under All Injury for both modes individually but counted once for All Modes. This collision resulted in a fatal injury to the bicyclist and was counted under the Severe/Fatal bicycle total and Severe/Fatal total for All Modes.

3. Data Analysis Techniques

The following techniques were used to analyze the five-years of collision data and develop recommendations: 1) systemic collisions matrices, 2) focused review of collisions within low-speed, low-volume neighborhood streets, 3) identification of high collision frequency intersections and segments, 4) focused analyses on high collision corridors, and 5) a best practices and document review of currently adopted planning documents and information to identify currently planned improvements. Each of these approaches is further described in this section.

Systemic Collision Matrices

Severe and fatal collisions across the City were the focus of the systemic collision matrices. Separate matrices were prepared for collisions occurring within the intersection footprint and those along segments. This approach enabled collisions occurring in similar roadway environments to be viewed holistically and better understand potential citywide trends related to roadway safety.

The findings were used to propose countermeasures that can be implemented citywide. The formation of the systemic collision matrices, key findings and resulting recommendations are presented in Chapter 4 Highest Occurring Crash Types & Citywide Recommendations.

Neighborhood Countermeasures

A focus was placed on reviewing collisions occurring along two-lane roadways with a posted speed limit of 25 miles per hour with the intent of recommending enhancements for consideration. This effort was in response to community member concerns related to safety within residential neighborhoods.

Collisions along two-lane roadways with a posted speed limit of 25 miles per hour were identified and mapped citywide, indicating concentrations in some areas of the City. A toolbox of countermeasures appropriate within these environments was recommended.

High Collision Frequency Intersections and Segments

Collision frequencies were determined at individual intersection and segment locations. Frequencies were looked at in terms of vehicular only, pedestrian-involved, bicycle-involved, all modes combined, as well as severe/fatal injury frequency. The high collision frequency analysis results are provided in Chapter 5 High-Collision Corridors and Intersections & Recommended Countermeasures. The findings from this exercise were used to assemble high collision corridors to identify site-specific issues and recommend countermeasures.

Focused Corridor Analyses

Using the high collision frequency results, seven corridors were assembled to identify issues that may exist in adjacent areas and determine the potential for corridor-wide recommendations. The seven corridors encompass 11 high collision frequency segments and 30 high collision frequency intersections. The analysis results, issues identified, and recommended countermeasures are presented in Chapter 5 High-Collision Corridors and Intersections & Recommended Countermeasures.

Best Practices and Document Review

One of the initial steps undertaken as part of this project was to review documents that guide systemic safety analysis efforts and relevant planning documents from the City of National City. The guiding documents were used to inform the overall analysis approach, resulting in the decision to identify high frequency collision intersections and segments by mode, and develop a citywide collision matrix to better understand the roadway environments where different crash types are occurring.

The City of National City documents reviewed consist of two documents types, 1) current documents related to the development of systemic safety analysis and report preparation; and 2) existing City of National City efforts including documents containing safety related policies, practices, and currently planned improvements. The following documents were included in the review:

Systemic Safety Analysis Summary

- FHWA Systemic Safety Project Selection Tool (2013)
- Caltrans Systemic Safety Analysis Report Program Guidelines (2016)
- Caltrans Local Roadway Safety Manual – Version 1.3 (2016)
- Caltrans Pedestrian Safety Improvement Program (2014)
- Caltrans California Strategic Highway Safety Plan (2015)

City of National City Review

- Highway Safety Improvement Program (HSIP) Grant Applications (2018)
- Five Year Capital Improvement Program – FY 2019-2023 (2015)
- General Plan Circulation Element (2012)
- National City SMART Foundation (2014)
- Bicycle Master Plan (2011)

The Best Practices and Document Review is provided as **Appendix A**.

4. Highest Occurring Crash Types & Citywide Recommendations

An analysis was undertaken to identify citywide collision trends for pedestrians, bicyclists, and driver-only collisions. This effort examined characteristics attributed to collision records such as party-at-fault, cause, violation code, party action or movement, lighting conditions, time of day, and age. Roadway location – intersection or midblock – and intersection control type were also reviewed. These results informed the development of systemic collision matrices, used to better understand the behaviors and environments in which severe and fatal injury collisions occurred. The matrix findings informed the development of citywide recommendations for consideration.

This chapter presents some of the findings from the citywide collision trend analysis, followed by the matrices and citywide recommendations. The complete collision trend analysis is provided as Appendix B.

Pedestrian Collisions

Figure 4-1 and Table 4-1 display injury severity by roadway location for the 167 pedestrian-involved collisions. A total of 36 collisions resulted in a severe injury or fatal situation, accounting for 22% of pedestrian-involved collisions, the highest rate of any of the three modes, an indication of the vulnerability of pedestrians compared to other users.

Pedestrian-involved collisions were most reported within intersections (63%, 106/167), including 56 records at signalized intersections, 48 at stop-controlled intersections, and 2 records at intersections with other control types. Of the 36 severe injury/fatal collisions, 21 were reported within an intersection, however, 73% (8/11) of the fatal pedestrian collisions occurred at mid-block locations. This may be attributed to the higher vehicle speeds inherent at these locations.

Figure 4-1 Pedestrian Collision Injury Severity by Roadway Location

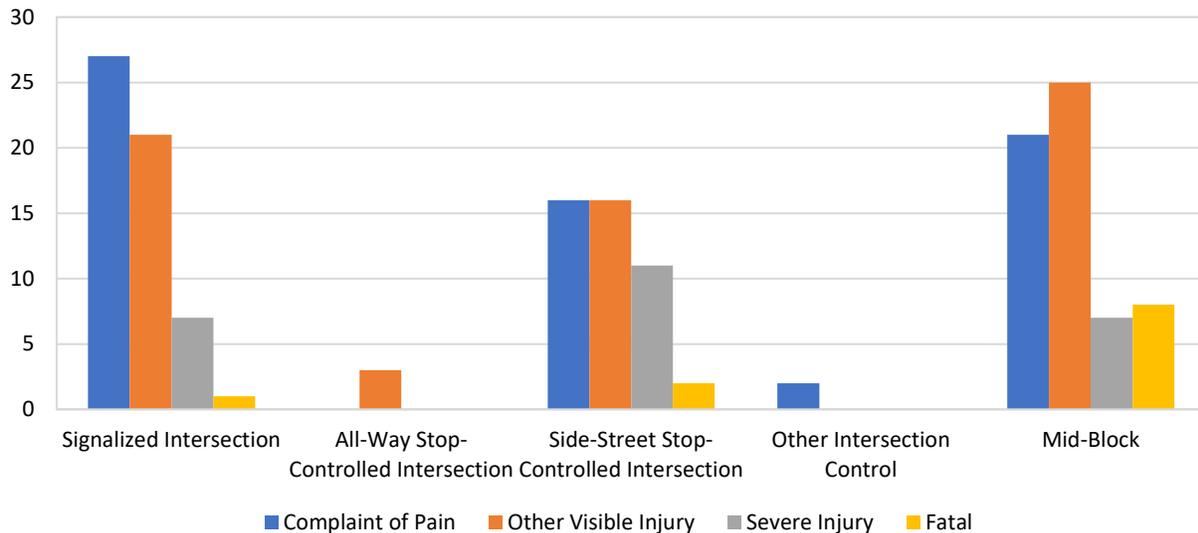


Table 4-1 Pedestrian Collision Injury Severity by Roadway Location

Severity	Signalized Intersection	All-Way Stop-Controlled Intersection	Side-Street Stop-Controlled Intersection	Other Intersection Control	Mid-Block	TOTAL
Complaint of Pain	27	-	16	2	21	66
Other Visible Injury	21	3	16	-	25	65
Severe Injury	7	-	11	-	7	25
Fatal	1	-	2	-	8	11
TOTAL	56	3	45	2	61	167

Figure 4-2 displays the party-at-fault by roadway location for pedestrian involved collisions where fault was assigned. No fault was assigned for 29 of the records, including 16 at intersections and 13 at mid-block locations. Drivers were more frequently assigned fault for collisions occurring at intersections (62% or 56/90 collisions where fault was assigned), while pedestrians were the leading party-at-fault for collisions reported at mid-block locations (73%, 35/48 collisions where fault was assigned). A bicyclist was assigned fault for one collision reported at a side-street stop-controlled intersection.

Figure 4-2 Pedestrian Collision Party-at-Fault by Roadway Location

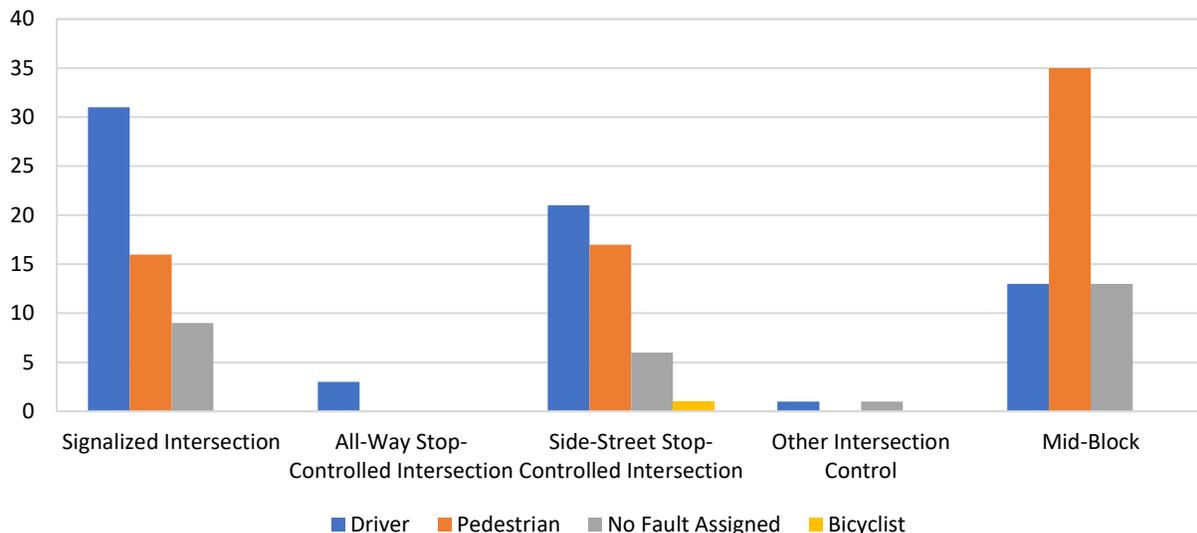


Table 4-3 presents violation codes by level of injury severity for all pedestrian-involved collisions. The most frequent violation code for all injury collisions was 21950(a), vehicles failing to yield to pedestrians within a crosswalk, was assigned to 38 of the 167 records. Violation code 21954(a), pedestrian failure to yield upon roadway outside of crosswalk, was the second leading violation code overall (30 collisions), although attributed to the greatest number severe injury or fatal collisions (9 collisions). Codes 21950(a) and 21955 – pedestrian not crossing at the crosswalk – were each assigned to five severe/fatal collisions, the second highest among severe/fatal collision records.

Table 4-2 Pedestrian Collision Violation Code by Injury Severity

Violation Code & Definition ¹	Complaint of Pain	Other Visible Injury	Severe Injury	Fatal	TOTAL
21950(a) The driver of a vehicle shall yield the right-of-way to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection, except as otherwise provided.	17	16	5	-	38
21954(a) Every pedestrian upon a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway so near as to constitute an immediate hazard.	8	13	6	3	30
21950(b) No pedestrian may suddenly leave a curb or other place of safety and walk or run into the path of a vehicle that is so close as to constitute an immediate hazard.	13	8	3	1	25
- Not Stated/Unknown	6	7	-	1	14
21955 Between adjacent intersections controlled by traffic control signal devices or by police officers, pedestrians shall not cross the roadway at any place except in a crosswalk.	3	1	3	2	9
21453(a) A driver facing a steady circular red signal alone shall stop at a marked limit line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection, and shall remain stopped until an indication to proceed is shown, except as provided in subdivision (b).	2	5	-	-	7
22107 No person shall turn a vehicle from a direct course or move right or left upon a roadway until such movement can be made with reasonable safety...	5	1	-	-	6
22350 Unsafe speed for prevailing conditions.	1	1	2	2	6
21456(b) "Don't walk" or "wait" or "upraised hand," pedestrian crossing against.	3	1	-	1	5
22106 No person shall start a vehicle stopped, standing, or parked on a highway, nor shall any person back a vehicle on a highway until such movement can be made with reasonable safety.	3	1	-	-	4
21461.5 Pedestrian, failure to obey any sign or signal.	-	2	1	-	3
21950 Crosswalks, failure to yield to pedestrians within.	2	-	-	-	2
22450(a) The driver of any vehicle approaching a stop sign at the entrance to, or within, an intersection shall stop at a limit line, if marked, otherwise before entering the crosswalk on the near side of the intersection.	-	1	1	-	2
23152(a) It is unlawful for a person who is under the influence of any alcoholic beverage to drive a vehicle.	-	-	2	-	2
23153(a) Driving a vehicle under the influence of alcohol and causing injury or death to another.	-	1	-	1	2

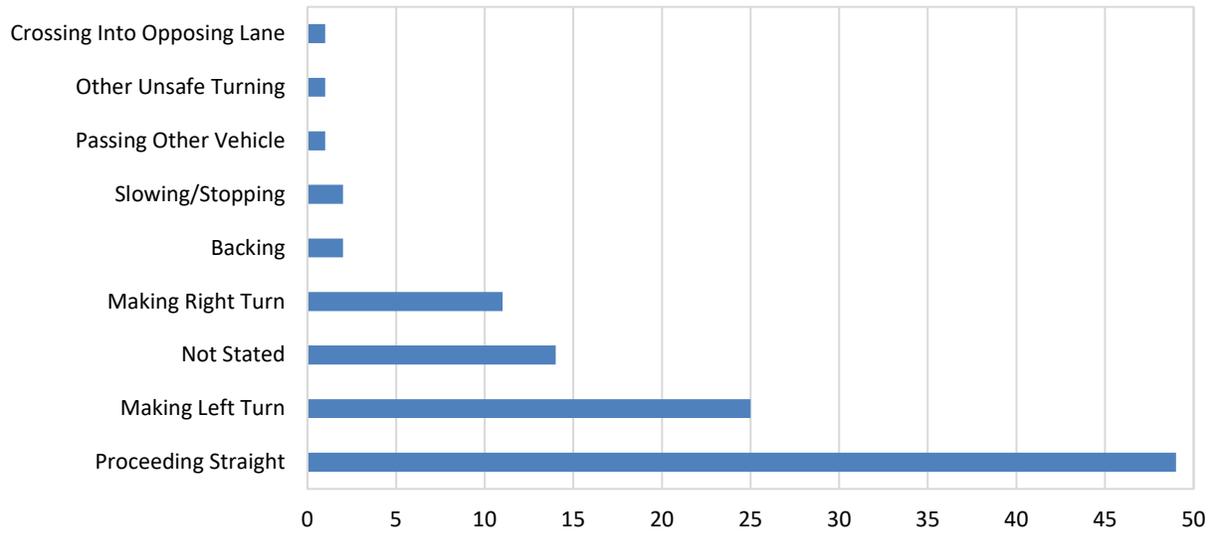
Table 4-2 Pedestrian Collision Violation Code by Injury Severity

Violation Code & Definition ¹	Complaint of Pain	Other Visible Injury	Severe Injury	Fatal	TOTAL
21651 Divided highways, driving over, upon or across dividing section; left or semicircular U-turn except through marked opening.	-	-	1	-	1
21952 Sidewalk, failure to yield to pedestrian on.	-	1	-	-	1
20001(a) Hit-run, injury or death, immediate report of fatal.	1	-	-	-	1
21451(b) Green arrow, shall enter intersection only to make movement indicated.	-	1	-	-	1
21453(d) Pedestrian facing circular red or red arrow, shall not enter roadway.	-	1	-	-	1
21456(a) "Walk" pedestrian failure to yield right-of-way to vehicles already in crosswalk.	1	-	-	-	1
21654(b) Slower vehicle, in left lane(s).	-	1	-	-	1
21802(a) The driver of any vehicle approaching a stop sign at the entrance to, or within, an intersection shall stop as required by Section 22450. The driver shall then yield the right-of-way to any vehicles which have approached from another highway, or which are approaching so closely as to constitute an immediate hazard, and shall continue to yield the right-of-way to those vehicles until he or she can proceed with reasonable safety.	-	1	-	-	1
21804(a) The driver of any vehicle about to enter or cross a highway from any public or private property, or from an alley, shall yield the right-of-way to all traffic, as defined in Section 620, approaching on the highway close enough to constitute an immediate hazard, and shall continue to yield the right-of-way to that traffic until he or she can proceed with reasonable safety.	1	-	-	-	1
21950(c) Failure to exercise due care and reduce speed of the vehicle for pedestrians.	-	-	1	-	1
22450(b) Stop sign at railroad crossing, stop at a limit line, first track or entrance to railroad grade crossing.	-	1	-	-	1
23104(a) Reckless driving, causing bodily injury.	-	1	-	-	1
TOTAL	66	65	25	11	167

Figure 4-3 displays the driver movement preceding the 106 pedestrian collisions that occurred within intersections. Nearly half of the driver movements were reported as Proceeding Straight (46%, 49/106), followed by the driver Making a Left Turn (34%, 36/106). Nearly half of the signalized intersections collisions where the driver was found to be at-fault the driver was Making a Left Turn (48%, 15/31).

During all three fatalities within intersections, the driver was Proceeding Straight. Of the 10 severe injuries at intersections, the driver was Proceeding Straight half of the time (50%, 5/10), and making a turn preceding four collisions (3 left, 1 right).

Figure 4-3 Pedestrian Intersection Collisions by Driver Movement



Bicycle Collisions

Figure 4-4 and Table 4-3 display bicycle collision injury severity by roadway location. Approximately 60% (49/82) of bicycle-involved collisions were reported within intersections, largely at side street stop-controlled (23) and signalized (21) intersections.

Other Visible Injury was the most frequent level of injury severity reported (48%, 39/82), followed by Complaint of Pain (41%, 34/82). Nine severe injuries were reported, primarily at side-street stop-controlled intersections (44%, 4/9) and mid-block locations (44%, 4/9). No bicycle fatalities were reported during the five-year study period.

Figure 4-4 Bicycle Collision Injury Severity by Roadway Location

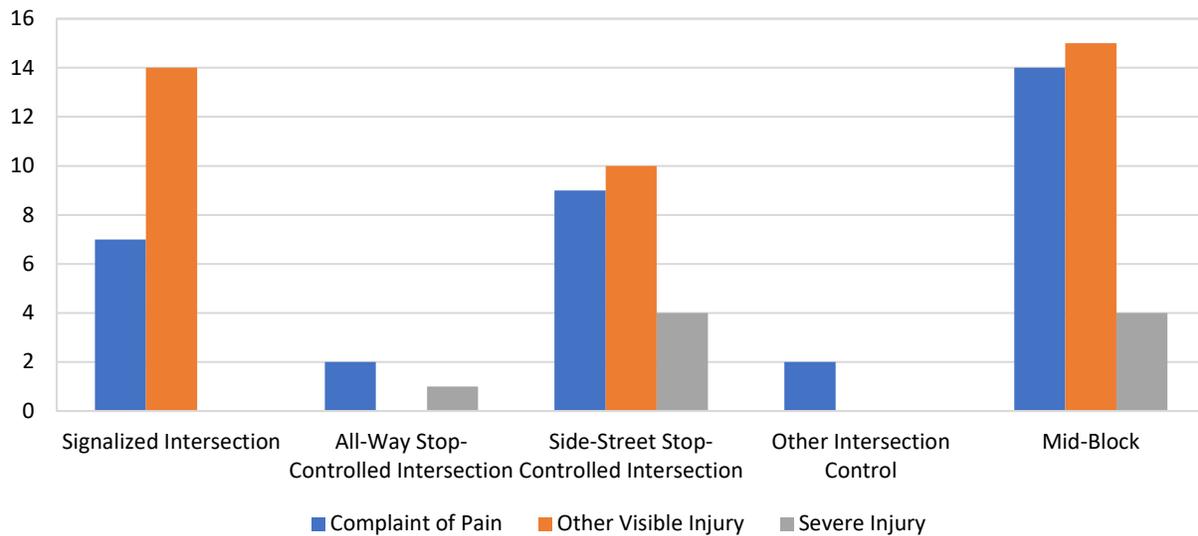


Table 4-3 Bicycle Collision Injury Severity by Roadway Location

Severity	Signalized Intersection	All-Way Stop-Controlled Intersection	Side Street Stop-Controlled Intersection	Other Intersection Control	Mid-Block	TOTAL
Complaint of Pain	7	2	9	2	14	34
Other Visible Injury	14	-	10	-	15	39
Severe Injury	-	1	4	-	4	9
TOTAL	21	3	23	2	33	82

Figure 4-5 displays the party-at-fault by roadway location for bicycle collisions. Bicyclists were overwhelmingly reported as the party-at-fault at side-street stop-controlled intersections (78%, 18/23) and mid-block locations (70%, 23/33). These two locations were also where the majority of severe injuries were reported.

Figure 4-5 Bicycle Collision Party at Fault by Roadway Location

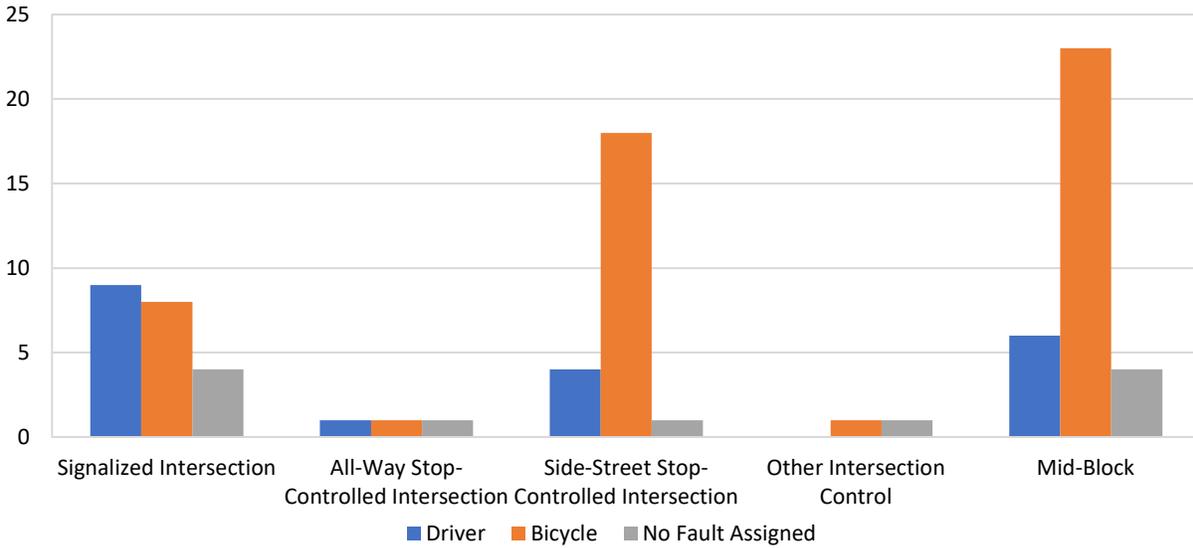


Table 4-4 presents violation codes by injury severity. The most frequently reported violation code was 21650.1, “Bicycle on roadway or shoulder required to be operated in same direction as motor vehicles”, assigned to 12% (10/82) of the records, including one severe injury. The second leading violation was failure to yield to traffic with the right-of-way, 21804(a), reported for 10% (8/82) of the records, including one severe injury.

Two violation codes were reported for two severe injury collisions each, include 22350, unsafe speeds, and 22450(a), failure to stop at the limit line.

Table 4-4 Bicycle Collision Violation Code by Injury Severity

Violation Code & Definition ¹	Complaint of Pain	Other Visible Injury	Severe Injury	TOTAL
21650.1 A bicycle operated on a roadway, or the shoulder of a highway, shall be operated in the same direction as vehicles are required to be driven upon the roadway.	5	4	1	10
21804(a) The driver of any vehicle about to enter or cross a highway from any public or private property, or from an alley, shall yield the right-of-way to all traffic, as defined in Section 620, approaching on the highway close enough to constitute an immediate hazard, and shall continue to yield the right-of-way to that traffic until he or she can proceed with reasonable safety.	2	5	1	8
22107(a) A driver having yielded as prescribed in subdivision 21802(a) may proceed to enter the intersection, and the drivers of all other approaching vehicles shall yield the right-of-way to the vehicle entering or crossing the intersection.	3	4	-	7
21202(a) Any person operating a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride as close as practicable to the right-hand curb or edge of the roadway...	4	3	-	7
-- Not Stated	1	4	1	6
21453(a) A driver facing a steady circular red signal alone shall stop at a marked limit line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection, and shall remain stopped until an indication to proceed is shown, except as provided in subdivision (b).	1	4	-	5
21650 Right half of roadway, failure to drive on.	1	3	-	4
21663 Driving on sidewalk, except when permitted.	3	1	-	4
22350 Unsafe speed for prevailing conditions.	1	1	2	4
21802(a) The driver of any vehicle approaching a stop sign at the entrance to, or within, an intersection shall stop as required by Section 22450. The driver shall then yield the right-of-way to any vehicles which have approached from another highway, or which are approaching so closely as to constitute an immediate hazard, and shall continue to yield the right-of-way to those vehicles until he or she can proceed with reasonable safety.	1	2	1	4
21801(a) The driver of a vehicle intending to turn to the left or to complete a U-turn upon a highway, or to turn left into public or private property, or an alley, shall yield the right-of-way to all vehicles approaching from the opposite direction which are close enough to constitute a hazard at any time during the turning movement, and shall continue to yield the right-of-way to the approaching vehicles until the left turn or U-turn can be made with reasonable safety.	2	1	-	3

Table 4-4 Bicycle Collision Violation Code by Injury Severity

Violation Code & Definition ¹		Complaint of Pain	Other Visible Injury	Severe Injury	TOTAL
22450(a)	The driver of any vehicle approaching a stop sign at the entrance to, or within, an intersection shall stop at a limit line, if marked, otherwise before entering the crosswalk on the near side of the intersection.	1	-	2	3
21800(a)	Uncontrolled intersection, yield to first vehicle within.	2	-	-	2
21950(a)	The driver of a vehicle shall yield the right-of-way to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection, except as otherwise provided.	1	1	-	2
21200.5	Riding a bicycle while under the influence of alcohol, drugs, or both.	-	1	-	1
21703	The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicle and the traffic upon, and the condition of, the roadway.	-	1	-	1
21750	The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left at a safe distance without interfering with the safe operation of the overtaken vehicle, subject to the limitations and exceptions set forth in this article.	-	1	-	1
20001(a)	Hit-run, injury or death, immediate report of fatal.	-	1	-	1
21201(c)	Bicycle: rider unable to support in an upright position with at least one foot on the ground.	-	-	1	1
21204(b)	Bicyclist, permitting passenger on other than a permanent seat; minor passenger not retained in seat.	-	1	-	1
21208(b)	Bicyclist shall not leave bike lane until reasonably safe.	1	-	-	1
21651(a)	Divided highways, driving over, upon or across dividing section; left or semicircular U-turn except through marked opening.	1	-	-	1
21651(b)	Driving the wrong way on a divided highway.	1	-	-	1
21803(b)	Failure to yield, by vehicle not a hazard.	1	-	-	1
21950(b)	No pedestrian may suddenly leave a curb or other place of safety and walk or run into the path of a vehicle that is so close as to constitute an immediate hazard.	-	1	-	1
21954(a)	Every pedestrian upon a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway so near as to constitute an immediate hazard.	1	-	-	1
22100(a)	Both the approach for a right-hand turn and a right-hand turn shall be made as close as practicable to the right-hand curb or edge of the roadway...	1	-	-	1
TOTAL		34	39	9	82

Table 4-5 displays the driver and bicyclist movements preceding each collision. The most frequent combination of movements occurred when both the bicyclist and driver were Proceeding Straight (28%, 23/82). Of records where both parties were Proceeding Straight, the two parties were reported as travelling in perpendicular directions in 20 collisions (likely indicating intersection or driveway locations) and travelling in the same direction preceding three of the collisions.

The second and third most frequent combinations also occurred while the bicyclist was Proceeding Straight and the driver was making a turning movement, Making a Left Turn (12%, 9/82) or Making a Right Turn (11%, 9/82).

Table 4-5 Bicycle-Vehicle Collisions by Bicycle and Driver Movements

Bicycle Movement	Driver Movement									TOTAL
	Proceeding Straight	Making Right Turn	Making Left Turn	Slowing/Stopping	Entering Traffic	Parked	Merging	Other	Not Stated	
Stopped	1									1
Proceeding Straight	23	9	10	1	3	2	2	1	8	59
Making Right Turn	3									3
Making Left Turn			1							1
Changing Lanes	1									1
Entering Traffic	1									1
Other Unsafe Turning						1				1
Traveling Wrong Way	3	1				1				5
Not Stated	1		2						7	10
TOTAL	33	10	13	1	3	4	2	1	15	82

Vehicular Collisions

Figure 4-6 and Table 4-6 display vehicular collision injury severity by roadway location. Consistent with the other modes, the majority of vehicular collisions were reported within intersections (62%, 452/728), predominantly occurring at signalized intersections (35%, 252/728), followed by side-street stop-controlled intersections (24%, 173/728).

Over half of collisions resulting in a severe/fatal injury were reported at an intersection, including 3 of 5 fatal collisions and 17 of the 30 severe injury collisions.

Vehicular collisions had the lowest rate of collisions resulting in a severe/fatal injury (5%, 35/728) of any of the three modes. Pedestrians experienced the highest rate (22%, 36/167), followed by bicycle collisions (11%, 9/82).

Figure 4-6 Injury Severity by Roadway Location – Vehicular Collisions

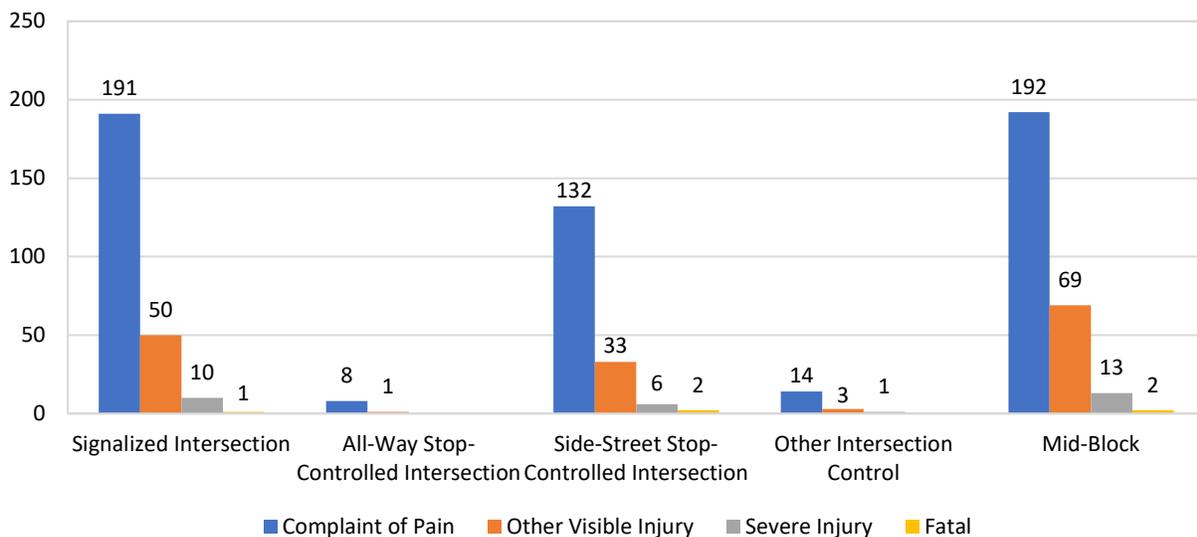


Table 4-6 Injury Severity by Roadway Location – Vehicular Collisions

Severity	Signalized Intersection	All-Way Stop-Controlled Intersection	Side-Street Stop-Controlled Intersection	Other Intersection Control	Mid-Block	TOTAL
Complaint of Pain	191	8	132	14	192	537
Other Visible Injury	50	1	33	3	69	156
Severe Injury	10	-	6	1	13	30
Fatal	1	-	2	-	2	5
TOTAL	252	9	173	18	276	728

Table 4-7 displays the collision crash type by roadway location. Broadside collisions were the most common vehicular crash type overall (45%, 331/728), and the most frequent crash type at intersection locations (54%, 244/452). Rear-end was the second-leading crash type at

intersections and the leading crash type at mid-block locations, accounting for one-third (34%, 93/276) of mid-block collisions.

Table 4-7 Crash Type by Roadway Location

Collision Type	Signalized Intersection	All-Way Stop-Controlled Intersection	Side-Street Stop-Controlled Intersection	Other Intersection Control	Mid-Block	TOTAL
Broadside	134	4	94	12	87	331
Rear End	44	3	29	1	92	169
Head-On	41	-	19	2	21	83
Hit Object	15	-	20	1	31	67
Sideswipe	13	2	7	1	35	58
Overtuned	3	-	2	-	6	11
Other/Not Stated	2	-	2	1	4	9
Total	252	9	173	18	276	728

Table 4-8 present vehicular collision crash types by injury severity. Broadside collisions were the leading crash type overall and the leading crash type reported for severe/fatal injury collisions (34%, 12/35). Of the 176 broadside collisions, only 4% (12) resulted in a severe injury or fatal collision. Hit Object collisions were the second most common crash type to result in a severe injury or fatal collision, with two fatalities and eight severe injuries. The rate of Hit Object collisions resulting in a severe injury or fatal collision was greater than Broadside collisions at 15% (10/67).

Table 4-8 Vehicular Collision Crash Type by Injury Severity

Collision Type	Complaint of Pain	Other Visible Injury	Severe Injury	Fatal	TOTAL
Broadside	252	67	11	1	331
Rear End	140	26	2	1	169
Head-On	56	20	7	-	83
Hit Object	35	22	8	2	67
Sideswipe	44	14	-	-	58
Overtuned	4	5	1	1	11
Other/Not Stated	6	2	1	-	9
Total	537	156	30	5	728

Table 4-9 presents violation codes by injury severity for the top 15 violations (6 of more collisions). The top 15 violation codes account for 85% (618/728) of all injury collisions. Violation code 22350, unsafe speed for prevailing conditions, was the most frequently cited violation code for all vehicular collisions (16%, 118/728), and accounted for 23% (8/35) severe injury/fatal injuries, including three of the five fatal. Violation code 22107, unsafe left or right movement, was the second most frequently cited violation code (15%, 112/728), and was the leading cause for severe/fatal injury collisions (26%, 9/35).

Table 4-9 Vehicular Collision Violation Code by Injury Severity

Violation Code & Definition ¹		Complaint of Pain	Other Visible Injury	Severe Injury	Fatal	TOTAL
22350	Unsafe speed for prevailing conditions.	93	17	5	3	118
22107	No person shall turn a vehicle from a direct course or move right or left upon a roadway until such movement can be made with reasonable safety...	78	25	8	1	112
21453(a)	A driver facing a steady circular red signal alone shall stop at a marked limit line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection, and shall remain stopped until an indication to proceed is shown, except as provided in subdivision (b).	79	21	3	-	103
21801(a)	The driver of a vehicle intending to turn to the left or to complete a U-turn upon a highway, or to turn left into public or private property, or an alley, shall yield the right-of-way to all vehicles approaching from the opposite direction which are close enough to constitute a hazard at any time during the turning movement, and shall continue to yield the right-of-way to the approaching vehicles until the left turn or U-turn can be made with reasonable safety.	44	16	1	-	61
21703	The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicle and the traffic upon, and the condition of, the roadway.	35	6	-	-	41
21804(a)	The driver of any vehicle about to enter or cross a highway from any public or private property, or from an alley, shall yield the right-of-way to all traffic, as defined in Section 620, approaching on the highway close enough to constitute an immediate hazard, and shall continue to yield the right-of-way to that traffic until he or she can proceed with reasonable safety.	24	11	2	-	37
23152(a)	It is unlawful for a person who is under the influence of any alcoholic beverage to drive a vehicle.	24	10	2	-	36
21802(a)	The driver of any vehicle approaching a stop sign at the entrance to, or within, an intersection shall stop as required by Section 22450. The driver shall then yield the right-of-way to any vehicles which have approached from another highway, or which are approaching so closely as to constitute an immediate hazard, and shall continue to yield the right-of-way to those vehicles until he or she can proceed with reasonable safety.	25	9	1	-	35
23153(a)	Driving a vehicle under the influence of alcohol and causing injury or death to another.	11	8	1	-	20

Table 4-9 Vehicular Collision Violation Code by Injury Severity

Violation Code & Definition ¹	Complaint of Pain	Other Visible Injury	Severe Injury	Fatal	TOTAL
21453(b) Except when a sign is in place prohibiting a turn, a driver, after stopping as required by subdivision (a), facing a steady circular red signal, may turn right, or turn left from a one-way street onto a one-way street. A driver making that turn shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to any vehicle that has approached or is approaching so closely as to constitute an immediate hazard to the driver, and shall continue to yield the right-of-way to that vehicle until the driver can proceed with reasonable safety.	9	1	2	1	13
22450(a) The driver of any vehicle approaching a stop sign at the entrance to, or within, an intersection shall stop at a limit line, if marked, otherwise before entering the crosswalk on the near side of the intersection.	10	1	-	-	11
21803(a) Yield signs, yield until reasonably safe	9	1	-	-	10
22106 No person shall start a vehicle stopped, standing, or parked on a highway, nor shall any person back a vehicle on a highway until such movement can be made with reasonable safety.	8	1	-	-	9
21801(b) Failure to yield, turning vehicle having yielded (lane by lane).	5	1	-	-	6
21804(b) Public or private property, yield to approaching traffic so close as to constitute an immediate hazard.	5	1	-	-	6
TOTAL	537	156	30	5	728

Systemic Collision Matrices

The collision trend information presented in the previous sections was used to establish systemic collision matrices, with the intent of identifying characteristics related to behaviors and roadway environments where collisions were most prevalent. The matrices were constructed using behaviors (crash types and violations) as the rows, and roadway characteristics (intersection control, number of lanes, posted speed limit) as the columns.

Separate matrices were prepared for collisions occurring within the intersection footprint and those along segments. These two groupings were further refined to display matrix sets consisting of all injury collisions and those resulting in a severe injury or fatality. Recommendations were developed to address the citywide findings, intended to be implemented across similar environments.

Table 4-10 displays the intersection matrix for the 606 injury collisions that occurred within an intersection, regardless of mode. As shown, the leading two crash types were broadside (243 collisions) followed by pedestrian-vehicle (105 collisions).

Broadside injury collisions were most frequently reported at the following intersection types:

- Signalized intersections where four-lane and two-lane roadways intersect (50 collisions)
- Side street stop-controlled intersections where four-lane and two-lane roadways intersect (44 collisions)
- Side street stop-controlled intersections where two two-lane roadways intersect (41 collisions)

Pedestrian injury collisions were most frequently reported at the following intersection types:

- Signalized intersections where four-lane and two-lane roadways intersect (22 collisions)
- Side street stop-controlled intersections where four-lane and two-lane roadways intersect (22 collisions)
- Side street stop-controlled intersections where two two-lane roadways intersect (17 collisions)

The leading two crash types were further expanded using violation code groupings to better understand the behaviors leading to the collision. Drivers failing to yield or stop at the limit line was the most frequent violation for both crash types.

Table 4-11 isolates intersection collisions resulting in a severe or fatal injury, for a total of 45 records. Pedestrian collisions were the most common severe/fatal injury crash type at intersections (21 collisions), followed by broadside crash types (9 collisions).

The key issues identified with the systemic intersection matrix and resulting recommendations are presented in **Table 4-12**. The Caltrans LRSM countermeasure ID for the recommendation is also provided for each countermeasure.

Table 4-10 Intersection Matrix – All Injury Collisions

Row Labels	AWSC		Side Street Stop					Signalized							No Control	Roundabout	Yield	Grand Total			
	2+2	4+2	2+2	3+2	4+2	4+4	5+2	2+2	3+2	3+3	4+2	4+3	4+4	5+2	5+3	5+4	2+2		2+2	2+2	
Broadside	2	2	41	6	44	3		10	3	1	50	10	34	8	4	13		3	2	7	243
Failure to yield/stop at limit line	1	1	29	3	17	1		8	2		34	6	16	6	3	11		3	2	3	146
Failure to yield/stop when making left turn			4	2	10	2		1	1		5		7								32
Unsafe turn			4	1	11			1		1	6		3								27
DUI		1			4						2	2	2	2		1					14
Other			1		1						2		3		1				1		9
Not Stated	1		1								1	1	2						1		7
Unsafe speed			2		1							1							2		6
Traffic Control Violation													1			1					2
Pedestrian-Vehicle	2	1	17	5	22			4	2	3	22	6	15	3		1			1		105
Failure to yield/stop at limit line	2	1	6	2	8			2	2	2	10	2	8	2					1		48
Pedestrian at-fault			7	1	8			2			8	2	4	1		1					34
Other					3						2							1			6
Not Stated				1	1							1	2								5
Unsafe turn									1	1	1	1									4
DUI			2	1							1										4
Unsafe speed			2		2																4
Rear End	3		4	4	21			3	1		19	3	13	4		1			1		77
Head-On			7	4	7	1		1			21	6	11	2					1	1	62
Bicycle-Vehicle	2	1	10		11			2	2		7	3	6			1			1	1	47
Hit Object			10	1	9			1		1	8	1	1	2	1				1		36
Sideswipe	1	1	2	1	4			1		2	3	2	2	1		2			1		23
Overturned				1	1						1	1				1					5
Not Stated			1								1		1						1		4
Bicycle: Hit Object					1																1
Pedestrian-Bicycle					1																1
Bicycle: Overturned					1																1
Other					1																1
Grand Total	10	5	92	22	123	3	1	22	8	7	132	32	83	20	5	19		7	3	12	606

Table 4-11 Intersection Matrix – Severe/Fatal Injury Collisions

Row Labels	AWSC	Side Street Stop			Signalized						No Control	Grand Total	
	2+2	2+2	3+2	4+2	2+2	3+3	4+2	4+3	4+4	5+2	5+4		2+2
Pedestrian-Vehicle		6	1	6	2	3	1	2					21
Failure to yield/stop at limit line		1		3	2	1		1					8
Pedestrian at-fault		1	1	1		1	1	1					6
DUI		2				1							3
Unsafe speed		2		1									3
Other				1									1
Broadside		1		1		1	1	2	1	1		1	9
Failure to yield/stop at limit line							1	1		1		1	4
Unsafe turn		1				1							2
DUI								1	1				2
Unsafe speed				1									1
Hit Object			3	2		1							6
Bicycle-Vehicle	1	4											5
Head-On		1			1	1							3
Overtaken											1		1
Grand Total	1	15	1	9	1	2	6	2	4	1	2	1	45

Table 4-12 Systemic Intersection Issues and Recommended Countermeasures

Issue	Recommended Countermeasure ¹
Broadside Collisions	
<p>Issue #1: Broadside collisions resulting from failure to yield or failure to stop at the limit line at signalized intersections, where:</p> <ul style="list-style-type: none"> • 4-lane intersects with 2-lane • 4-lane intersects with 4-lane 	<p>Improve visibility of signal heads and intersections through the following:</p> <ul style="list-style-type: none"> • S2 Improve signal hardware – one signal head per through lane on overhead mast arm (CRF 15%) • S18PB Install pedestrian crossing (continental crosswalks) (CRF 25% B&P) • S20PB Install advance stop bar before crosswalk (CRF 15% B&P)
<p>Issue #2: Broadside collisions resulting from failure to yield or failure to stop at the limit line at side street stop-controlled intersections, where:</p> <ul style="list-style-type: none"> • 2-lane intersects with 2-lane • 4-lane intersects with 2-lane 	<ul style="list-style-type: none"> • NS2 Convert to all-way stop control (CRF 50%) • NS3 Install signals (CRF 30%) • NS6 Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs (CRF 15%) • NS11 Improve sight distance to intersection (clear sight triangles) (CRF 20%)
<p>Issue #3: Broadside collisions resulting from failure to yield or failure to stop at the limit line when making left-turn at signalized intersections, where:</p> <ul style="list-style-type: none"> • 4-lane intersects with 4-lane 	<ul style="list-style-type: none"> • S6 Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF 55%) • S7 Provide protected left turn phase (left-turn lane already exists) (CRF 30%)
Pedestrian Collisions	
<p>Issue #1: Pedestrian collisions resulting from failure to yield to pedestrian in the crosswalk or failure to stop at the limit line at signalized intersections where:</p> <ul style="list-style-type: none"> • 4-lane intersects with 2-lane • 4-lane intersects with 4-lane 	<ul style="list-style-type: none"> • S6 Provide protected left turn phase • S20 Install pedestrian crossing (continental crosswalks) (CRF 25% B&P), consider: <ul style="list-style-type: none"> ○ Curb extensions ○ Pedestrian signage ○ NO RIGHT ON RED turn restrictions • S21 Install advance stop bar before crosswalk (CRF 15% B&P) • S22 Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF 60% B&P)
<p>Issue #2: Pedestrian collisions resulting from pedestrian at-fault violations at signalized intersections</p>	<p>Encourage pedestrians to cross when they have the right-of-way and at legal crossing locations:</p> <ul style="list-style-type: none"> • S19 Install pedestrian countdown signal heads (CRF 25% P&B) • S20 Install pedestrian crossing (continental crosswalks) (CRF 25% B&P) • S21 Install advance stop bar before crosswalk (CRF 15% B&P) • S22 Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF 60% B&P)

Note: ¹ Countermeasure ID and Crash Reduction Factor (CRF) obtained from Caltrans' Local Roadway Safety Manual, Version 1.5 (April 2020)

Table 4-13 displays the matrix for the 371 segment or mid-block injury collisions. The leading two crash types reported along segments were rear end (92 collisions) and broadside (88 collisions).

Rear end collisions were most frequently reported along four-lane roadways with a posted speed limit of 35 miles per hour (39 collisions). The leading violations or behaviors attributed to rear end collisions within this environment includes unsafe speed (17 collisions) and following too closely (12 collisions).

Broadside collisions were also most frequently reported along four-lane roadways with a posted speed limit of 35 miles per hour (47 collisions). These collisions were most commonly associated with drivers failure to yield or stop at the limit line (24 collisions) and unsafe turning movements (11 collisions). These instances generally occurred at driveway locations.

Table 4-14 shows the severe and fatal injury segment matrix. Pedestrian-vehicle collisions were the leading crash type for severe/fatal injuries at mid-block locations, accounting for 14 of the 35 records. Pedestrian crashes most frequently occurred along four-lane roads with a posted speed limit of 35 miles per hour (7 collisions). The pedestrian records were further expanded by the party-at-fault, indicating the pedestrian was at-fault in most collisions, due to crossing outside of designating crossing locations.

The key issues identified with the systemic segment matrices and resulting recommendations are presented in **Table 4-15**. The Caltrans LRSM countermeasure ID for the recommendation is also provided for each countermeasure.

Table 4-13 Segment Matrix – All Injury Collisions

Row Labels	25 mph	30 mph				35 mph				40 mph			45 mph		50 mph	Grand Total
	2-Ln	2-Ln	3-Ln	4-Ln	5-Ln	2-Ln	3-Ln	4-Ln	5-Ln	3-Ln	4-Ln	5-Ln	4-Ln	5-Ln	4-Ln	
Rear End	10	4		5		7	9	39	6		6	1	4	1		92
Unsafe speed	2	4		2		1	4	17	4		4		2	1		41
Following too closely	1			1		1	2	12	2		2		1			22
Unsafe turn	2			2		3	1	2				1	1			12
DUI	4					2	1	5								12
Other	1						1	2								4
Not Stated								1								1
Broadside	3	5	1	6		10	6	47	2	1	3		4			88
Failure to yield/stop at limit line		3	1	1		2	5	24	2		1		3			42
Unsafe turn	1			3		4		11								19
Failure to yield/stop when making left turn	1	2		1		2	1	5		1	1					14
DUI								4			1					5
Not Stated						1		1					1			3
Other						1		1								2
Traffic Control Violation								1								1
Riding/driving on sidewalk				1												1
Following too closely	1															1
Pedestrian-Vehicle	17	3		5	1	6	6	20	1				1			60
Pedestrian at-fault	9	2		4	1	5	5	10					1			37
Failure to yield/stop at limit line	1							7								8
Other	3	1				1		1								6
Not Stated	2			1				2	1							6
Unsafe turn	1						1									2
Unsafe speed	1															1
Sideswipe	3	4		1		4	1	12	1		7		1	1		35
Hit Object	3	3	1	1		7	2	11			1		1	1		31
Bicycle-Vehicle	5	2		2		5	1	11	1						1	28
Head-On	1	1		1		6	2	7			3					21
Overturned	1			2				1	1					1		6
Bicycle: Hit Object	1						1				2					4
Not Stated	1				1	1										3
Bicycle: Overturned		1														1
Pedestrian-Bicycle	1												1			1
Other																1
Grand Total	46	23	2	23	2	46	28	148	12	1	22	1	12	3	2	371

Table 4-14 Segment Matrix – Severe/Fatal Injury Collisions

Row Labels	25 mph	30 mph		35 mph				40 mph	45 mph	Grand Total
	2-Ln	2-Ln	4-Ln	2-Ln	3-Ln	4-Ln	5-Ln	4-Ln	5-Ln	
Pedestrian-Vehicle	2	1	1	1	1	7	1			14
Pedestrian at-fault	1	1	1	1	1	7				12
Not Stated							1			1
Other	1									1
Hit Object				1		1		1	1	4
Head-On			1		1			2		4
Broadside				1	1	1				3
Rear End	1			1		1				3
Bicycle-Vehicle	1				1					2
Bicycle: Hit Object					1			1		2
Pedestrian-Bicycle	1									1
Overtaken			1							1
Not Stated	1									1
Grand Total	6	1	3	4	5	10	1	4	1	35

Table 4-15 Systemic Segment Issues and Recommended Countermeasures

Issue	Recommended Countermeasure ¹
Rear End Collisions	
Rear end collisions resulting from unsafe speeds along 4-lane roadways.	<ul style="list-style-type: none"> • R8 Install raised median (CRF 25%) • R14 Road diet (CRF 30%) • R22 Install/upgrade signs with new fluorescent sheeting (CRF 15%) • R26 Install dynamic/variable speed warning signs (CRF 30%) • S10 or NS9 Install flashing beacons as advance warning (CRF 30%)
Broadside Collisions	
Broadside collisions resulting from failure to yield	<ul style="list-style-type: none"> • R8 Install raised median (CRF 25%) • R14 Road diet (CRF 30%) • NS15 Create directional median openings to allow (and restrict) left-turns and U-turns (CRF 50%)
Pedestrian Collisions	
Pedestrian collisions resulting from pedestrian at-fault violations at mid-block locations	<p>Emphasize safe, legal crossing locations through the provision of continental crosswalks</p> <ul style="list-style-type: none"> • R8 Install raised median (CRF 25%) • R14 Road diet (CRF 30%) • R35PB Install/upgrade pedestrian crossing (with enhanced safety features) (CRF 30%) • R37PB Install Rectangular Rapid Flashing Beacon (RRFB) (CRF 35%) • NS23PB Install Pedestrian signal (including Pedestrian Hybrid Beacon) (CRF 55%)

Note: ¹ Countermeasure ID and Crash Reduction Factor (CRF) obtained from Caltrans' Local Roadway Safety Manual, Version 1.5 (April 2020)

Neighborhood Countermeasures

An additional focus was placed on reviewing collisions occurring along two-lane roadways with a speed limit of 25 miles per hour, in response to community member concerns related to safety within residential neighborhoods.

A total of 103 collisions were identified within these environments, including 57 collisions within the intersection footprint and 46 collisions along segments. **Figure 4-7** displays the collisions across the City.

As shown, these collisions are most concentrated in the northwest part of the City. Intersection sight distance was identified as a potential issue. On-street parking is permitted up to the intersection at many locations in the northwest part of the City. Parked vehicles may obstruct driver visibility, specifically at side-street stop-controlled intersections, potentially resulting in scenarios where stopped vehicles having limited visibility of approaching vehicles on the uncontrolled intersection leg.

Table 4-16 provides a toolbox of neighborhood countermeasures to be considered within low-speed, low-volume environments. The Caltrans LRSM countermeasure name and ID are provided, where applicable.

NS11: Improve sight distance at intersections (clear sight triangles), is one countermeasure that may be used to address intersection visibility issues. This countermeasure has potential to be implemented systemically at a low-cost. Additional countermeasures listed in Table 4-16 that address this issue include:

- NS02 Convert to all-way STOP control (from two-way or Yield control)
- NS03 Install signals
- NS04 Convert intersection to roundabout (from all way stop)
- NS05 Convert intersection to roundabout (from stop or yield control on minor road)

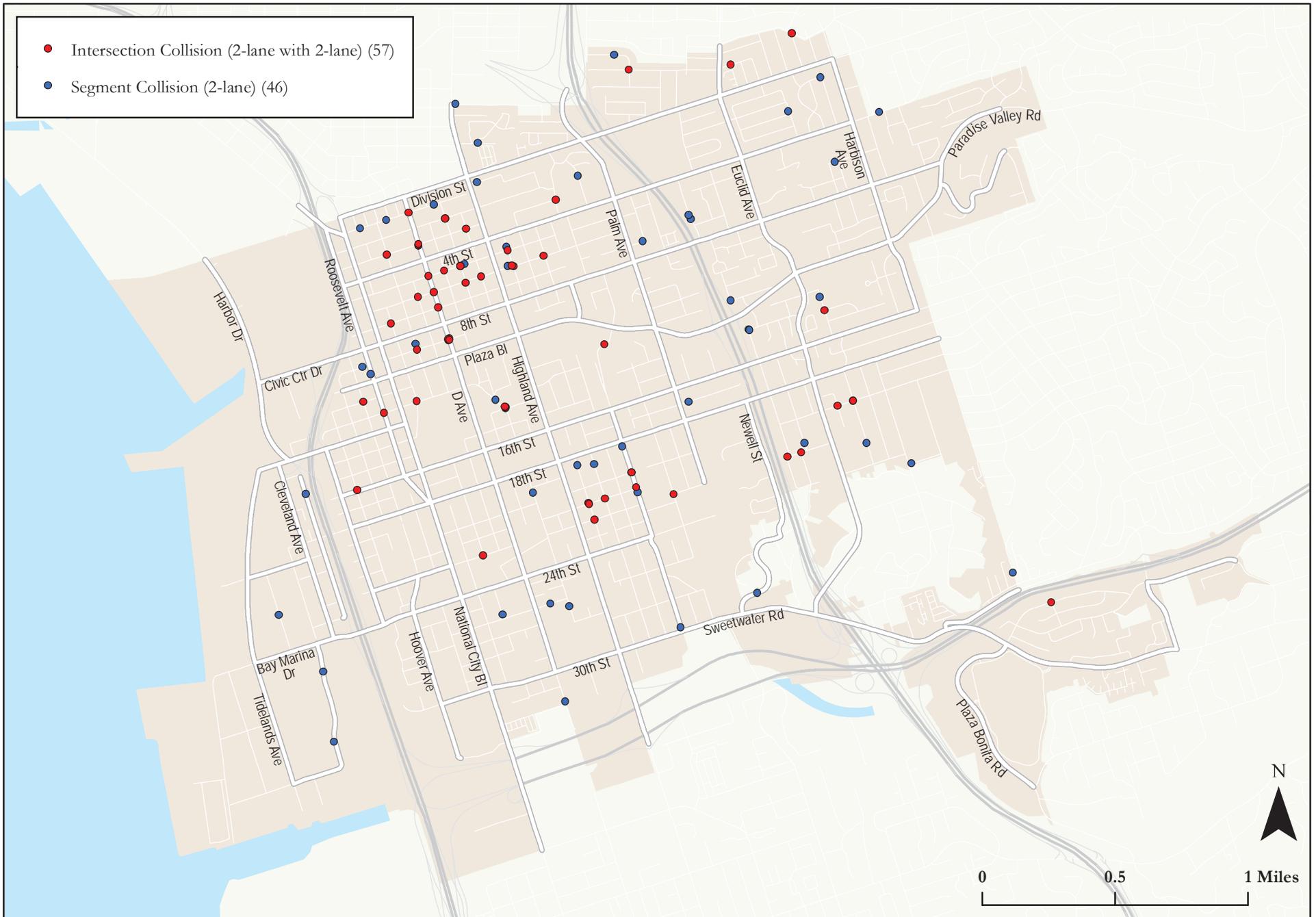


Table 4-16 Countermeasures for Neighborhood Streets

Type	Countermeasure	Notes
Lighting	NS01 / R01 Add intersection/segment lighting	Providing a permanent source of power and maintenance considerations should be considered.
Control	NS02 Convert to all-way STOP control (from two-way or Yield control)	Requires warrant analysis.
Control	NS03 Install signals	Requires warrant analysis.
Control	NS04 Convert intersection to roundabout (from all way stop) NS05 Convert intersection to roundabout (from stop or yield control on minor road)	May require acquisition of additional right-of-way. Requires warrant analysis.
Operation / Warning	NS06 Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs	Can be used to enhance visibility of stop signs, yield signs, or to warn drivers to anticipate pedestrians/bicyclists.
Operation / Warning	NS07 Upgrade intersection pavement markings	Improves intersection visibility to approaching motorists. Typical applications include "Stop Ahead" markings, centerlines and stop bars.
Operation / Warning	NS08 Install flashing beacons at stop-controlled intersections	Flashing beacons help reinforce driver awareness of stop signs. Most effective along segments with long stretches between intersections and locations where night-time visibility is an issue. Solar may be a source of power.
Operation / Warning	NS09 Install flashing beacons as advance warning	Flashing beacons help alert drivers to anticipate an upcoming control and mitigate crashes related to intersection regulatory sign violations.
Operation / Warning	NS11 Improve sight distance to intersection (clear sight triangles)	Adequate sight distance is an important factor to unsignalized intersection safety. Prohibiting parking at the intersection and removing or modifying landscaping or fixed objects and are examples of methods to improve sight distance. Some objects or landscaping may be located on private property, requiring coordination with the property owner.
Operation / Warning	R22 Install/upgrade signs with new fluorescent sheeting (regulatory or warning)	Fluorescent yellow sheeting or other retroreflective material improves driver awareness of roadway signage.
Geometric Modifications	NS13 Install splitter-islands on the minor road approaches	Limits vehicular access to right-in and/or right-out.
Geometric Modifications	Install speed cushions / humps (non-LRSM countermeasure)	Helps encourage slower driver speeds. Speed cushions are intended to be spaced so as not to interfere with the larger wheelbases of emergency response vehicles. Most effective when multiple devices are deployed.
Pedestrian and Bike	NS20PB Install pedestrian crossing at uncontrolled locations (signs and markings only)	Additional safety enhancements to improve visibility of the crossing location and reduce vehicle speeds should be considered. Curb ramps and/or sidewalk modifications may be required.
Pedestrian and Bike	NS21PB/R35PB Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Measures to improve visibility of a pedestrian crossing and/or shorten the crossing distance can enhance safety. Examples include advance stop/yield markings, curb extensions, additional signage, and in road flashing lights.

Table 4-16 Countermeasures for Neighborhood Streets

Type	Countermeasure	Notes
Pedestrian and Bike	NS22PB Install Rectangular Rapid Flashing Beacon (RRFB)	An RRFB can increase driver awareness of a crossing and increase the effectiveness of crossing treatments. Can be deployed at intersection and mid-block locations.
Pedestrian and Bike	R32PB Install bike lanes	Bike lanes provide a dedicated space for bicyclists, helping to facilitate predictable behaviors. Painted buffers can add additional separation between bicyclists and parked and/or moving vehicles. Implementation may require on-street parking removal.
Pedestrian and Bike	R34PB Install sidewalk/pathway (to avoid walking along roadway)	Providing sidewalks along both sides of the street can greatly reduce pedestrian-involved collisions. Curb ramps, crosswalks, lighting, and other features should be considered.
Pedestrian and Bike	R36PB Install raised pedestrian crossing	Suitable for lower speed roadways. Should be used in combination with additional signs and markings.

5. High-Risk Corridors & Recommended Countermeasures

Collision frequency and severity was analyzed across the City for both intersections and mid-block locations. Those findings were then used to identify high-risk corridors. The collisions along each high-risk corridor were mapped against an aerial background while displaying the crash type and injury severity. This information was used to help identify potential safety issues and recommend countermeasures.

This chapter highlights the key analysis findings for intersections and segments, and the resulting high-risk corridors, as well as the corridor specific issues and countermeasures.

Intersection Collisions

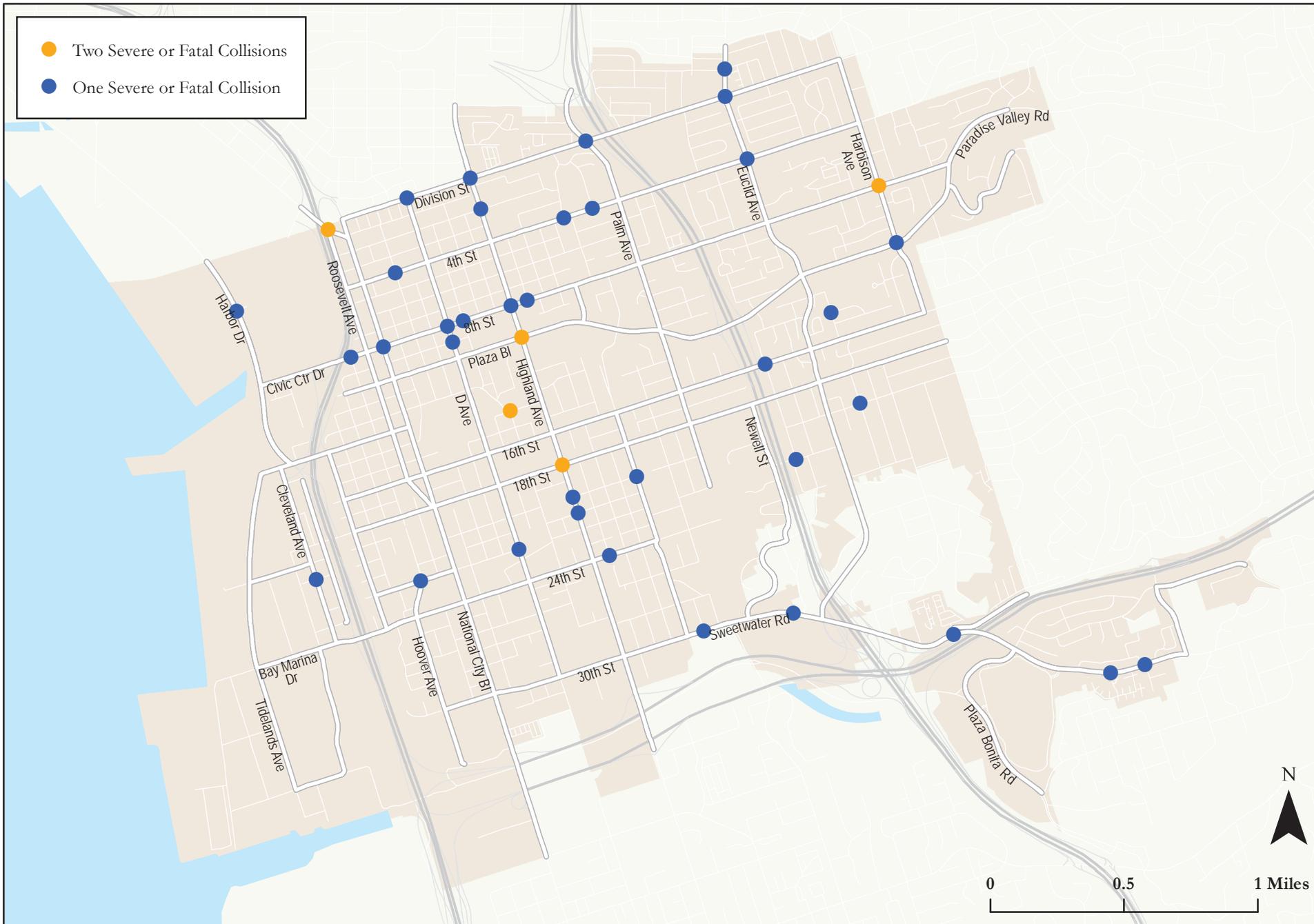
Collision frequency was determined for severe or fatal injuries, by each mode individually, and for all modes combined. The 606 intersection collisions resulted in a total of 45 severe or fatal injury collisions when combining all modes. **Figure 5-1** identifies the location of each of the 45 intersection collisions that resulted in a severe/fatal injury. The 45 collisions resulting in severe or fatal injury a were reported at 40 unique intersections. **Table 5-1** identifies the six intersections where more than one severe or fatal injury was reported.

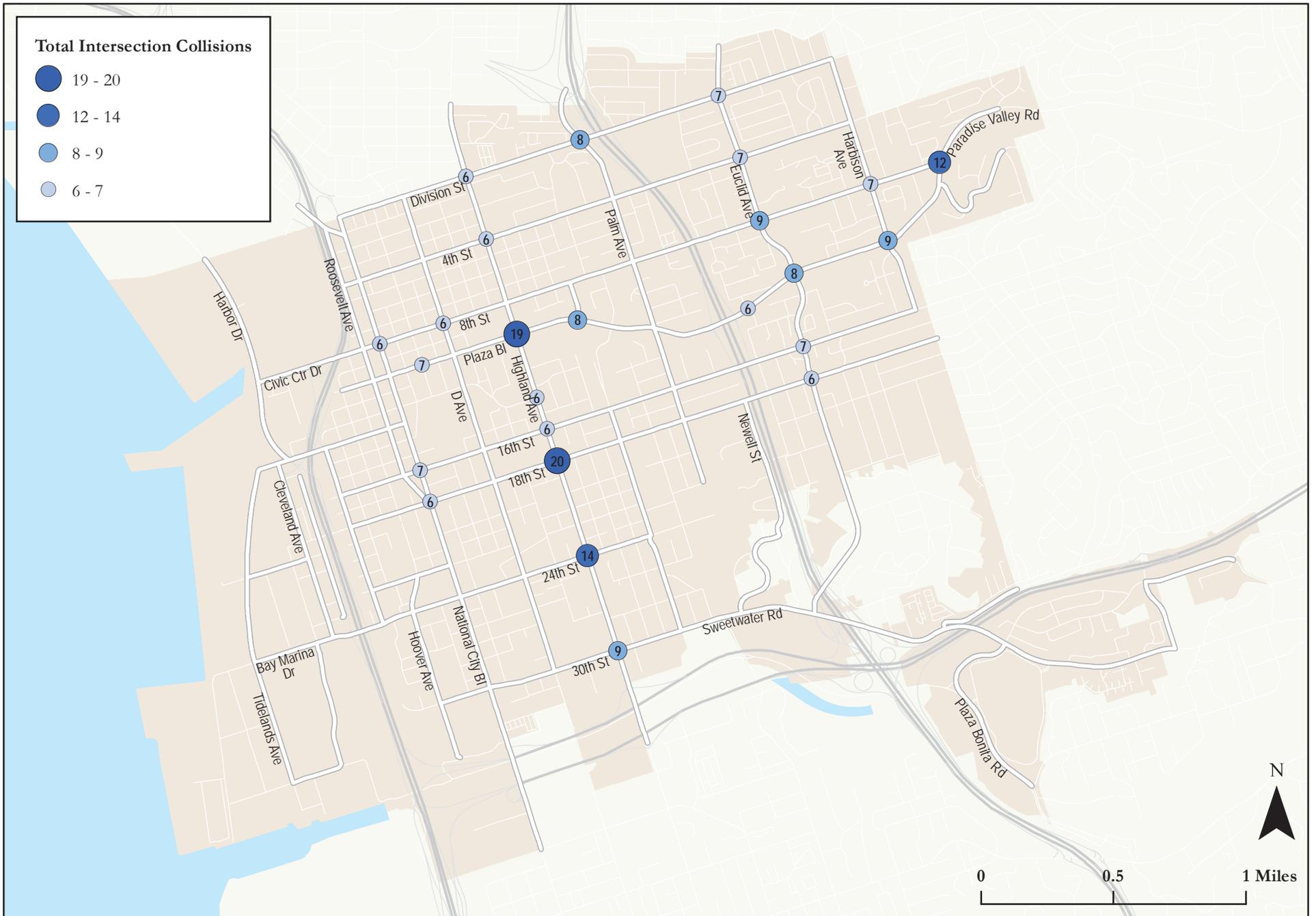
Table 5-1 Intersections by Severe/Fatal Injury Collision Frequency

North-South Street	East-West Street	Severe/ Fatal	Total	Auto	Ped	Bike
Highland Avenue	18 th Street	2	20	11	8	1
Highland Avenue	Plaza Boulevard	2	19	17	1	1
Harbison Avenue	8 th Street	2	7	4	3	0
Euclid Avenue	Division Street	2	7	6	1	0
Roosevelt Avenue	Main Street	2	5	5	0	0
F Street	14 th Street	2	3	3	0	0

Over the study period, there were nine severe or fatal injury collisions occurring at intersections along Highland Avenue – including two intersection locations where two severe or fatal injury collisions were reported (at 18th Street and at Plaza Boulevard). Along 8th Street, a total of eight severe or fatal injury collisions occurred at seven unique intersections, including two at the intersection of Harbison Avenue and 8th Street.

Table 5-2 identifies the 25 intersections with the highest reported collision frequency for all levels of injury severity. Each of the leading 25 intersections experienced six or more reported collisions during the five-year study period. **Figure 5-2** displays the high frequency collision intersections.





The 25 high frequency collision intersections account for almost 35% (212) of the 606 intersection collisions. Four of the high frequency collision intersections were found to each experience multiple severe/fatal injury collisions, and are also identified in Table 5-1, including:

- Highland Avenue / 18th Street
- Highland Avenue / Plaza Boulevard
- Harbison Avenue / 8th Street
- Euclid Avenue / Division Street

Table 5-2 Intersections by Collision Frequency (All Modes)

North-South Street	East-West Street	Total	Auto	Ped	Bike	Severe/ Fatal
Highland Avenue	18 th Street	20	11	8	1	2
Highland Avenue	Plaza Boulevard	19	17	1	1	2
Highland Avenue	24 th Street	14	9	4	1	0
Paradise Valley Road / Plaza Boulevard	8 th Street	12	12	0	0	0
Harbison Avenue	Plaza Boulevard	9	7	2	0	1
Highland Avenue	30 th Street	9	4	3	2	0
Euclid Avenue	8 th Street	9	6	2	1	0
Palm Avenue	Division Street	8	8	0	0	1
L Avenue	Plaza Boulevard	8	7	1	0	0
Euclid Avenue	Plaza Boulevard	8	7	1	0	0
Harbison Avenue	8 th Street	7	4	3	0	2
Euclid Avenue	Division Street	7	6	1	0	2
Euclid Avenue	4 th Street	7	6	1	0	1
National City Boulevard	16 th Street	7	7	0	0	1
B Avenue	Plaza Boulevard	7	6	1	0	0
Euclid Avenue	16 th Street	7	6	0	1	0
National City Boulevard	8 th Street	6	3	2	1	1
Highland Avenue	Division Street	6	4	1	1	1
D Avenue	8 th Street	6	5	1	0	1
Highland Avenue	4 th Street	6	3	3	0	0
Highland Avenue	14 th Street	6	4	1	1	0
Highland Avenue	16 th Street	6	5	1	0	0
Grove Street	Plaza Boulevard	6	5	1	0	0
National City Boulevard	18 th Street	6	6	0	0	0
Euclid Avenue	18 th Street	6	6	0	0	0

The following roadways include multiple high collision frequency intersections:

North-South

- Highland Avenue: 8 intersections
- Euclid Avenue: 6 intersections
- National City Boulevard: 3 intersections
- Harbison Avenue: 2 intersections

East-West

- Plaza Boulevard: 7 intersections
- 8th Street: 5 intersections
- Division Street: 3 intersections
- 16th Street: 3 intersections
- 18th Street: 3 intersections

Among these roadways, the high frequency collision intersections along Highland Avenue, Plaza Boulevard and Euclid Avenue were found to be near one another.

Segment Collisions

The initial step in determining segment or mid-block collision frequency involved segmenting roadways. Circulation Element roadways were split into smaller analysis segments at locations meeting any of the following conditions: 1) an intersection with another Circulation Element roadways, 2) roadway terminus, 3) city boundary, or 4) roadway cross-section change.

If a roadway meeting the criteria above resulted in a segment with a length of less than 0.10-miles, it was combined with an adjacent segment. Segments between freeway ramps were an exception to this, which were left intact due to the large volume changes outside of the ramps. This process created a total of 165 unique segments. 322 of the 371 total segment collisions were captured by the network of Circulation Element roadways. The remaining 49 segment collisions occurred on non-Circulation Element roadways, including seven severe or fatal injury collisions.

The 371 segment collisions resulted in a total of 35 severe or fatal injuries. **Figure 5-3** displays the locations where severe or fatal injury collisions were reported along segments, along with the frequency of all collisions for those segments. **Table 5-3** identifies the collision frequency along segments where a severe or fatal injury collision was reported, along with the frequency of all injury collisions and collisions by mode.

The following corridors experienced multiple severe or fatal injury collisions along segments:

- Plaza Boulevard/Paradise Valley Road (6 collisions)
- 8th Street (5 collisions)
- 30th Street/Sweetwater Road (3 collisions)
- Highland Avenue (3 collisions)
- Euclid Avenue (3 collisions)
- 16th Street (2 collisions)



Four individual segments experienced multiple severe or fatal injury collisions, including:

- Plaza Boulevard, from Euclid Avenue to Harbison Avenue (3 severe/fatal collisions)
- 8th Street, from Palm Avenue to V Avenue (2 severe/fatal collisions)
- 16th Street, from Palm Avenue to Grove Street (2 severe/fatal collisions)
- T Avenue, from 4th Street to 8th Street (2 severe/fatal collisions)

Table 5-3 Segments by Severe/Fatal Collision Frequency (All Modes)

Segment	From	To	Severe / Fatal	Total	Auto	Ped	Bike
Plaza Boulevard	Euclid Avenue	Harbison Avenue	3	17	14	2	1
8 th Street	Palm Avenue	V Avenue	2	12	8	3	1
16 th Street	Palm Avenue	Grove Street	2	3	2	1	0
T Avenue	4 th Street	8 th Street	2	2	2	0	0
Highland Avenue	SR-54 WB Ramps	SR-54 EB Ramps	1	14	10	3	1
Highland Avenue	24 th Street	30 th Street	1	14	10	3	1
8 th Street	Euclid Avenue	Harbison Avenue	1	10	9	1	0
Plaza Boulevard	Highland Avenue	L Avenue	1	8	6	1	1
30 th Street	Highland Avenue	L Avenue	1	7	6	1	0
Plaza Bonita Road	Sweetwater Road	Bonita Mesa Road	1	6	6	0	0
Euclid Avenue	4 th Street	8 th Street	1	5	3	2	0
Sweetwater Road	2 nd Avenue	Prospect Street	1	5	3	2	0
Highland Avenue	21 st Street	24 th Street	1	5	4	1	0
Plaza Boulevard	Harbison Avenue	8 th Street	1	5	5	0	0
8 th Street	Highland Avenue	L Avenue	1	4	3	1	0
Harbor Drive	8 th Street	Civic Center Drive	1	3	1	0	2
National City Boulevard	24 th Street	30 th Street	1	3	3	0	0
24 th Street	D Avenue	Highland Avenue	1	2	0	1	1
Euclid Avenue	16 th Street	18 th Street	1	2	1	1	0
18 th Street	Granger Avenue	Rachael Avenue	1	2	1	1	0
Paradise Valley Road	8 th Street	Plaza Boulevard	1	2	2	0	0
Euclid Avenue	Sololo Avenue	Division Street	1	2	2	0	0
Grove Street	14 th Street	16 th Street	1	2	0	2	0
Grove Street	Newell Street	Sweetwater Road	1 ¹	1	0	1	1
4 th Street	T Avenue	Euclid Avenue	1	1	0	1	0
8 th Street	Harbison Avenue	Plaza Boulevard	1	1	0	0	1
Kenton Avenue	Belmont Avenue	4 th Street	1	1	1	0	0
Prospect Street	20 th Street	22 nd Street	1	1	0	0	1
33 rd Street	Hoover Avenue	National City Boulevard	1	1	1	0	0
Sweetwater Road	N Avenue	2 nd Avenue	1	1	1	0	0

Note: ¹ One segment collision which resulted in a severe injury or fatality involved a pedestrian and a bicycle (and no vehicle). This collision was reported under both the pedestrian and bicycle sub-categories.

Table 5-4 displays collision frequencies for the 12 segments with six or more collisions reported during the 5-year study period. These segments account for approximately one-third (122) of the 371 segment collisions. Additionally, the table identifies how many of each segments' collisions were vehicular only, pedestrian, bicycle, or resulted in a severe or fatal injury.

Table 5-4 Segments by Collision Frequency (All Modes)

Segment	From	To	Total	Auto	Ped	Bike	Severe / Fatal
Plaza Boulevard	Euclid Avenue	Harbison Avenue	17	14	2	1	3
Highland Avenue	SR-54 WB Ramps	SR-54 EB Ramps	14	10	3	1	1
Highland Avenue	24 th Street	30 th Street	14	10	3	1	1
Plaza Boulevard	I-805 SB Ramps	I-805 NB Ramps	14	13	0	1	0
8 th Street	Palm Avenue	V Avenue	12	8	3	1	2
8 th Street	Euclid Avenue	Harbison Avenue	10	9	1	0	1
Plaza Boulevard	Highland Avenue	L Avenue	8	6	1	1	1
Plaza Boulevard	I-805 SB Ramps	Euclid Avenue	8	8	0	0	0
30 th Street	Highland Avenue	L Avenue	7	6	1	0	1
18 th Street	Palm Avenue	Newell Street	6 ¹	5	1	1	0
Plaza Bonita Road	Sweetwater Road	Bonita Mesa Road	6	6	0	0	1
Mile of Cars Way	I-5 SB Ramps	I-5 NB Ramps	6	6	0	0	0

Note: ¹ One segment collision involved a pedestrian and a bicycle (and no vehicle). This collision was reported under both the pedestrian and bicycle sub-categories.

High Collision Corridors

Figure 5-4 identifies intersections and segments that experience severe or fatal injury collisions, and any intersections or segments with more than five reported collisions, regardless of injury severity. This information was used to identify seven corridors where high collision frequencies and/or severities were concentrated.

The resulting high collision corridors and extents include the following:

- Highland Avenue, from Division Street to SR-54 EB Ramps
- Euclid Avenue, from Beta Street to 18th Street
- Plaza Boulevard / Paradise Valley Road, from Coolidge Avenue to E Plaza Boulevard
- 8th Street, from Harbor Drive to Paradise Valley Road/Plaza Boulevard
- 16th Street, from Wilson Avenue to Rachel Avenue
- 18th Street, from Wilson Avenue to Rachel Avenue
- 30th Street / Sweetwater Road, from Hoover Avenue to Plaza Bonita Center Way

The analysis results, key issues and recommended countermeasures are discussed for each individual corridor throughout the remainder of this section.



Highland Avenue

Table 5-6 summarizes the recommended countermeasures along Highland Avenue. Collision locations, crash type, and level of injury severity for records along Highland Avenue are depicted in Figure 5-5. The graphic also identifies the recommendations and any previous or underway efforts that may address potential safety issues. Site specific issues and the resulting countermeasures are documented in Appendix C.

This roadway includes:

- Nine intersections that experienced a severe or fatal injury collision:
 - Broadside collision at Division Street / Highland Avenue (severe injury)
 - Pedestrian collision at 2nd Avenue / Highland Avenue (severe injury)
 - Pedestrian collision at 8th Street / Highland Avenue (severe injury)
 - Broadside collision at Plaza Boulevard / Highland Avenue (severe injury)
 - Overturned collision at Plaza Boulevard / Highland Avenue (severe injury)
 - Pedestrian collision at 18th Street / Highland Avenue (severe injury)
 - Pedestrian collision at 18th Street / Highland Avenue (severe injury)
 - Pedestrian collision at 20th Street / Highland Avenue (fatal injury)
 - Broadside collision at 21st Street / Highland Avenue (severe injury)
- Seven intersections with high collision frequency:
 - 18th Street / Highland Avenue (20 total collisions)
 - 24th Street / Highland Avenue (14 total collisions)
 - 30th Street / Highland Avenue (9 total collisions)
 - Division Street / Highland Avenue (6 total collisions)
 - 4th Street / Highland Avenue (6 total collisions)
 - 14th Street / Highland Avenue (6 total collisions)
 - 16th Street / Highland Avenue (6 total collisions)
- Three segments that experienced a severe/fatal injury collision:
 - Pedestrian collision between 21st Street and 24th Street (fatal injury)
 - Rear End collision between 24th Street and 30th Street (severe injury)
 - Pedestrian collision between SR-54 WB Ramps and National City Limits (fatal injury)
- Two segments with high collision frequency:
 - between 24th Street and 30th Street (15 total collisions)
 - between SR-54 WB Ramps and National City Limits (14 total collisions)

Table 5-6 Highland Avenue Countermeasure Summary

Recommended Countermeasures ¹	Location(s)
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersections at: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard • Highland Avenue / 30th Street
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • Highland Avenue / 3rd Street
S3 Improve signal timing (provide NO RIGHT ON RED signage)	Signalized intersections at: <ul style="list-style-type: none"> • Highland Avenue / 18th Street (southbound approach) • Highland Avenue / Plaza Boulevard (all approaches – restrict during school arrival/dismissal)
S17PB Install pedestrian countdown signal heads	Existing signalized intersection crossing legs at: <ul style="list-style-type: none"> • Highland Avenue / 18th Street • Highland Avenue / 24th Street • Highland Avenue / SR-54 WB Ramps
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections (unless otherwise noted): <ul style="list-style-type: none"> • Highland Avenue / 4th Street (east and west legs) • Highland Avenue / 8th Street • Highland Avenue / Plaza Boulevard • Highland Avenue / 18th Street • Highland Avenue / 21st Street • Highland Avenue / 24th Street • Highland Avenue / 30th Street • Highland Avenue / SR-54 WB Ramps

Table 5-6 Highland Avenue Countermeasure Summary

Recommended Countermeasures ¹	Location(s)
S20PB Install advance stop bar before crosswalk	All legs of the following intersections (unless otherwise noted): <ul style="list-style-type: none"> • Highland Avenue / 8th Street • Highland Avenue / Plaza Boulevard • Highland Avenue / Walmart Driveway (north and south legs) • Highland Avenue / 21st Street • Highland Avenue / 24th Street • Highland Avenue / SR-54 WB Ramps
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	Existing signalized intersection crossing legs at: <ul style="list-style-type: none"> • Highland Avenue / 8th Street • Highland Avenue / Plaza Boulevard • Highland Avenue / 18th Street • Highland Avenue / 24th Street • Highland Avenue / 30th Street
NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (provide advance yield markings on NB/SB approaches)	Northbound and Southbound approaches at: <ul style="list-style-type: none"> • Highland Avenue / 3rd Street • Highland Avenue / 5th Street • Highland Avenue / 6th Street • Highland Avenue / 13th Street • Highland Avenue / 14th Street
R8 Install raised median (provide turn pockets at intersections and major driveways; requires on-street parking removal)	Install along the following segment: <ul style="list-style-type: none"> • Highland Avenue, from 16th Street to SR-54 WB Ramps
Extend left-turn pocket (non-LRSM countermeasure)	Install at the following location: <ul style="list-style-type: none"> • Highland Avenue southbound left-turn pocket onto EB SR-54

Highland Avenue / 3rd Street intersection

- Provide advanced yield markers on NB/SB approaches.

Highland Avenue / 4th Street intersection

- Provide high visibility continental crosswalks on EB/WB approaches.

Highland Avenue / 6th Street intersection

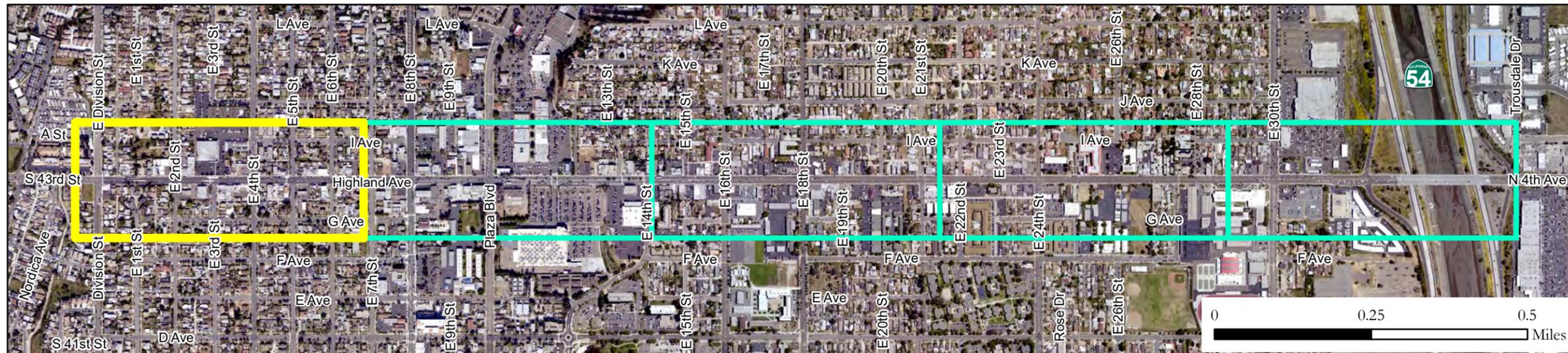
- Provide advanced yield markers on NB/SB approaches.



HSIP Cycle 8: Pedestrian countdown signal heads, enhance lighting

No collisions since road diet and crosswalk removal

One pedestrian collision occurred following improvements



Type of Collision Severity

- | | |
|----------------------|------------------------|
| ● Broadside | 1 Fatal |
| ● Rear End | 2 Severe Injury |
| ● Pedestrian/Vehicle | 3 Other Visible Injury |
| ● Head-On | 4 Complaint of Pain |
| ● Bicycle/Vehicle | |
| ● Hit Object | |
| ● Sideswipe | |
| ● Overturned | |
| ● Other/Not Stated | |

National City SSARP - Highland Avenue Corridor

Figure 5-5
Division Street (National City Limits) to E 6th Street

Highland Avenue / 8th Street intersection

- Provide high visibility continental crosswalks with advanced stop bars.
- Provide lead pedestrian intervals.

Highland Avenue / Plaza Boulevard intersection

- Provide signalhead for each through lane and left-turn lane (NB/SB approaches).
- Improve signal hardware: back-plates with retroreflective borders.
- Provide high visibility continental crosswalks with advanced stop bars.
- Provide lead pedestrian intervals.

Highland Avenue / Walmart Driveway intersection

- Provide advanced stop bar on south leg

Highland Avenue / 13th Street intersection

- Provide advanced yield marking on NB/SB approaches.

Highland Avenue / 14th Street intersection

- Provide advanced yield marking on NB/SB approaches.



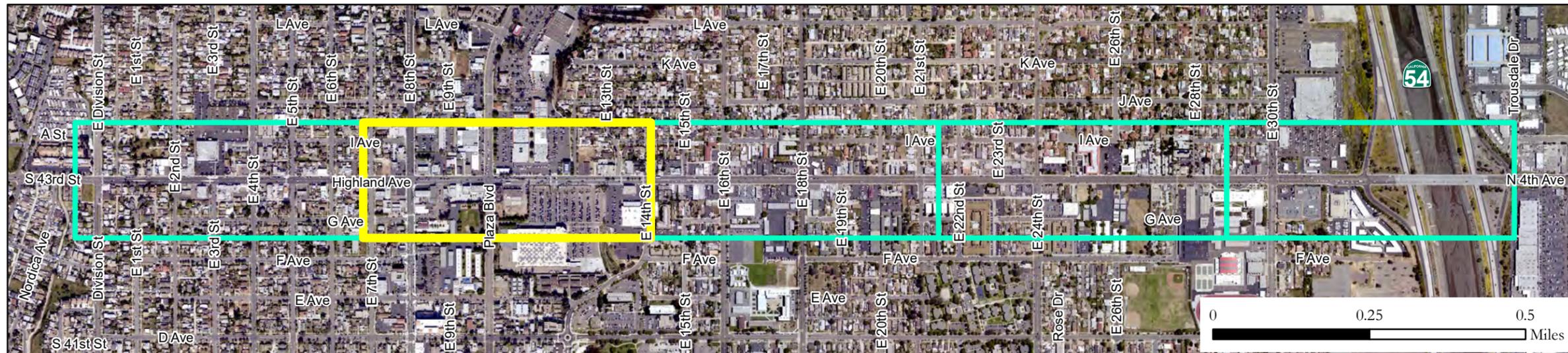
HSIP Cycle 7: Signal equipment upgrades
 HSIP Cycle 8: Pedestrian countdown signal heads
 HSIP Cycle 9: Emergency vehicle preemption

HSIP Cycle 7: Install lighting
 HSIP Cycle 8: Pedestrian countdown signal heads

All collisions occurred preceding improvements

All collisions occurred preceding improvements

All collisions occurred preceding improvements



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overtaken		
● Brown	Other/Not Stated		



National City SSARP - Highland Avenue Corridor

Figure 5-5
 E 7th Street to E 14th Street

Highland Avenue / 18th Street intersection

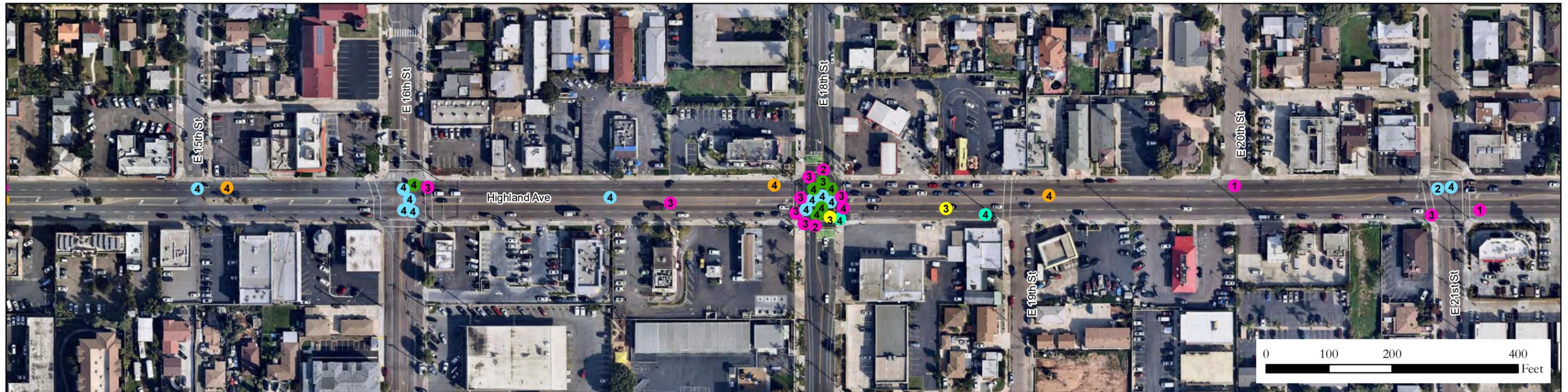
- Provide high visibility continental crosswalks with advanced stop bars.
- Provide pedestrian countdown signal heads with lead pedestrian intervals.
- Provide NO RIGHT ON RED signage on southbound approach.

Highland Avenue / 21st Street intersection

- Provide high visibility continental crosswalks with advanced stop bars.

16th Street to SR-54 WB Ramps

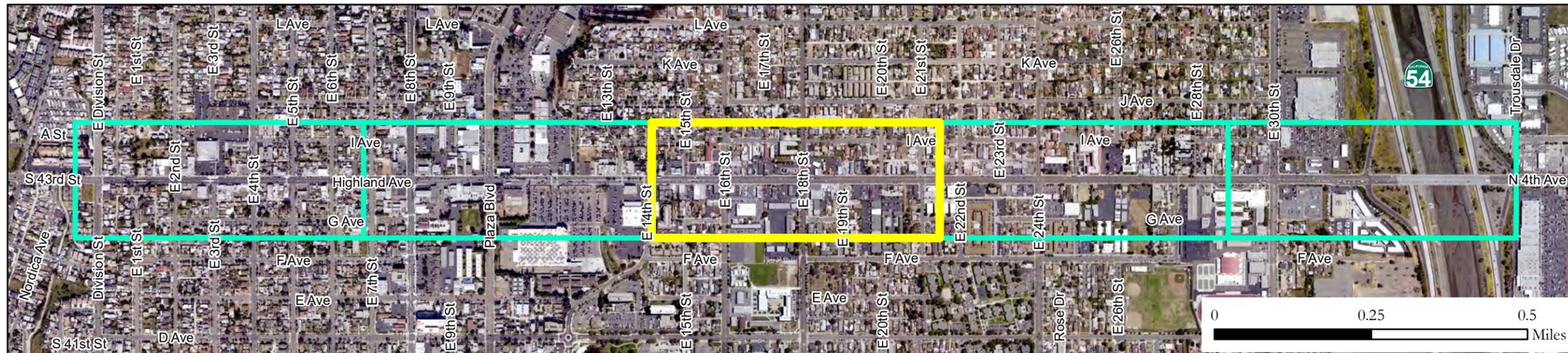
- Raised median with turn pockets.



HSIP Cycle 6: Protected left-turn phase and additional signal heads
 HSIP Cycle 9: Emergency vehicle preemption

HSIP Cycle 6: Protected left-turn phase and additional signal heads
 HSIP Cycle 9: Emergency vehicle preemption

HSIP Cycle 6: Protected left-turn phase and additional signal heads
 HSIP Cycle 9: Emergency vehicle preemption



Type of Collision Severity

- | | |
|----------------------|------------------------|
| ● Broadside | 1 Fatal |
| ● Rear End | 2 Severe Injury |
| ● Pedestrian/Vehicle | 3 Other Visible Injury |
| ● Head-On | 4 Complaint of Pain |
| ● Bicycle/Vehicle | |
| ● Hit Object | |
| ● Sideswipe | |
| ● Overturned | |
| ● Other/Not Stated | |

National City SSARP - Highland Avenue Corridor

Figure 5-5
 E 15th Street to E 21st Street

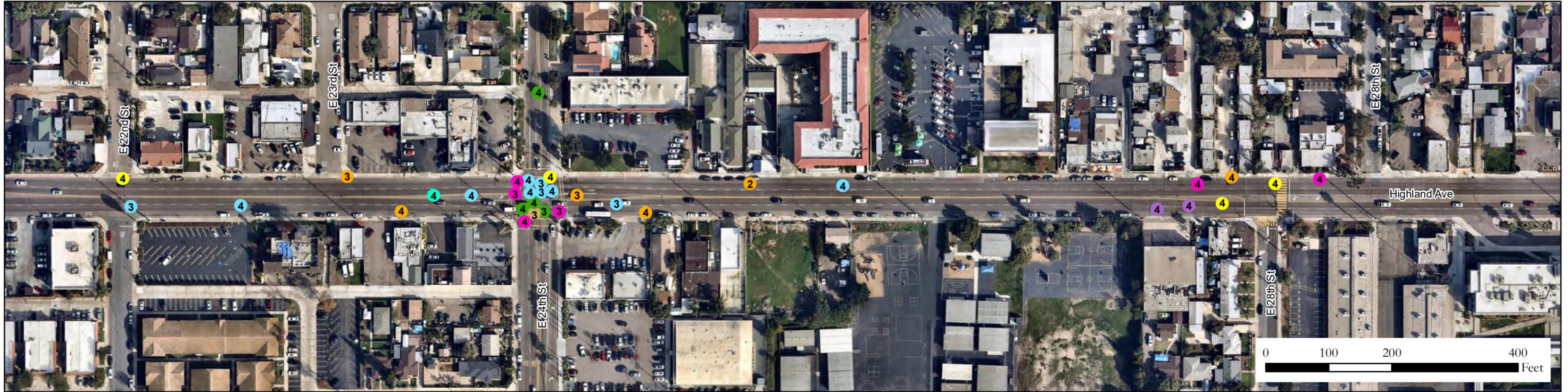
Highland Avenue / 24th Street intersection

- Provide high visibility continental crosswalks with advanced stop bars.
- Provide pedestrian countdown signal heads with lead pedestrian intervals.



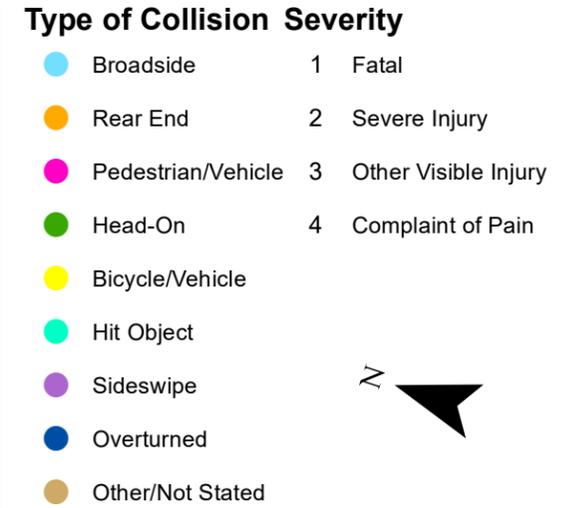
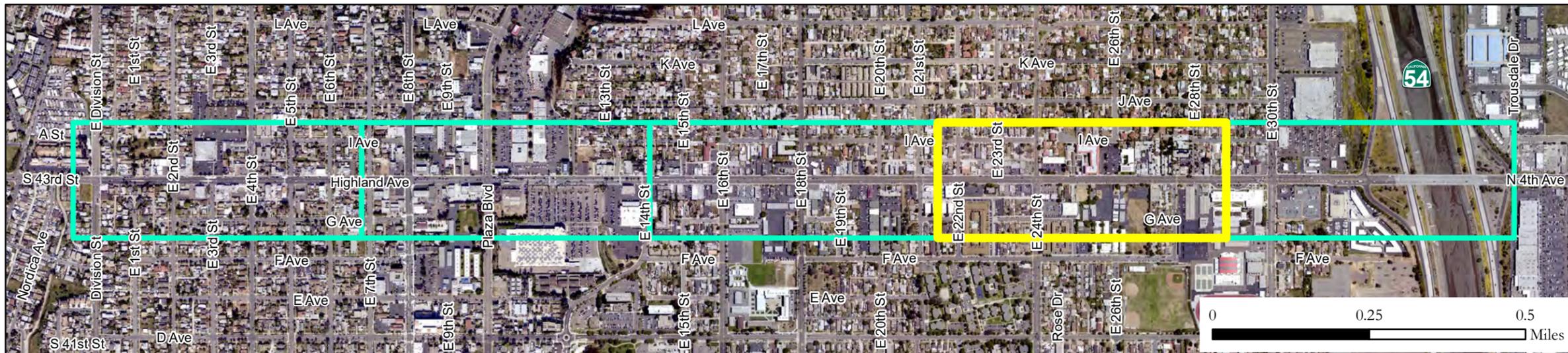
16th Street to SR-54 WB Ramps

- Raised median with turn pockets.



HSIP Cycle 6: Protected left-turn phase and additional signal heads
 HSIP Cycle 9: Emergency vehicle preemption

HSIP Cycle 6: Signal installed.



National City SSARP - Highland Avenue Corridor

Figure 5-5
 E 22nd Street to E 28th Street

Highland Avenue / 30th Street intersection

- Provide high visibility continental crosswalks with advanced stop bars.
- Provide signalhead for each through lane and left-turn lane on all approaches.
- Provide lead pedestrian intervals

16th Street to SR-54 WB Ramps

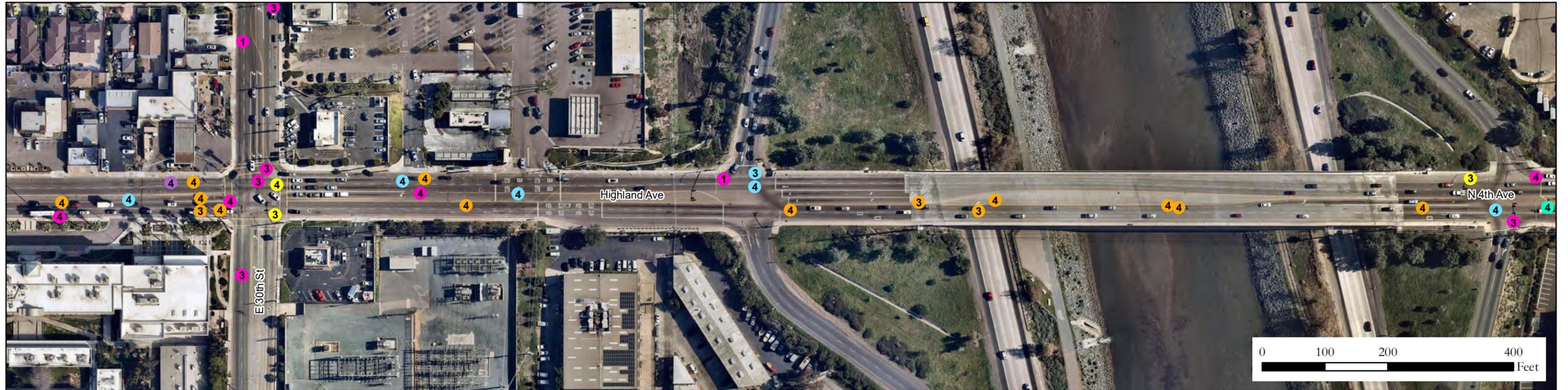
- Raised median with turn pockets.

Highland Avenue / SR-54 WB Ramps intersection

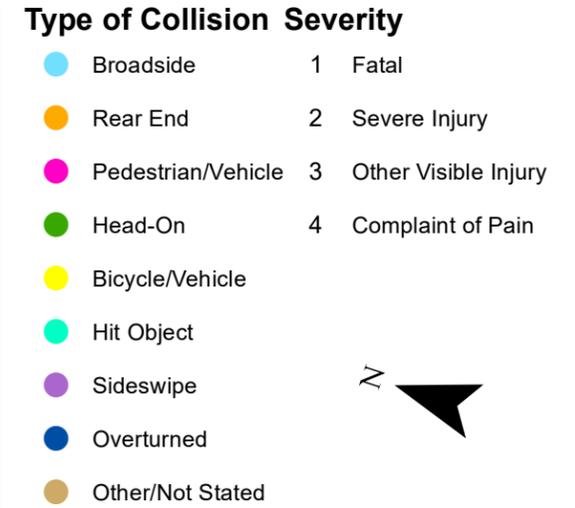
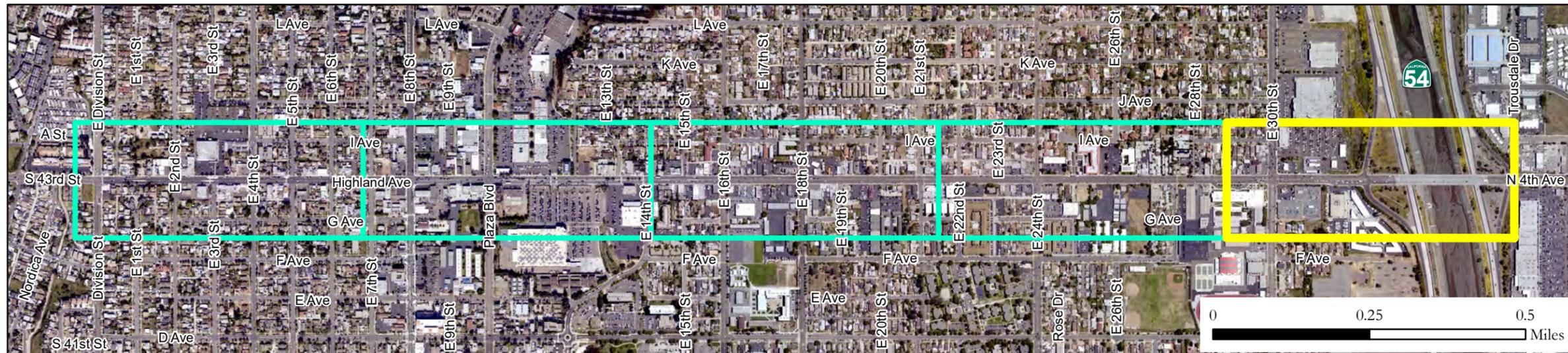
- Provide high visibility continental crosswalks with advanced stop bars.
- Provide pedestrian countdown signal heads.

Highland Avenue / SR-54 EB Ramps intersection

- Extend Southbound Left Turn Pocket



HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Install lighting
 HSIP Cycle 9: Emergency vehicle preemption



National City SSARP - Highland Avenue Corridor

Figure 5-5
 E 30th Street to SR-54 (National City Limits)

Euclid Avenue

Table 5-7 summarizes the recommended countermeasures along Euclid Avenue. Collision locations, crash type, and level of injury severity for records along Euclid Avenue are depicted in **Figure 5-6**. The graphic also identifies the recommendations and any previous or underway efforts that may address potential safety issues. Site specific issues and the resulting countermeasures are documented in **Appendix C**.

This roadway includes:

- Three intersections that experienced a severe injury collision:
 - Pedestrian collision at Beta Street
 - Broadside collision at Division Street
 - Pedestrian collision at 4th Street
- Six intersections with high collision frequencies:
 - Euclid Avenue / 8th Street (9 total collisions)
 - Euclid Avenue / Plaza Boulevard (8 total collisions)
 - Euclid Avenue / Division Street (7 total collisions)
 - Euclid Avenue / 4th Street (7 total collisions)
 - Euclid Avenue / 16th Street (7 total collisions)
 - Euclid Avenue / 18th Street (6 total collisions)
- Three segments that experienced a severe injury collision:
 - Broadside collision between Beta Street and Division Street
 - Pedestrian collision between 7th Street and 8th Street
 - Pedestrian collision between 16th Street and 18th Street

Table 5-7 Euclid Avenue Countermeasure Summary

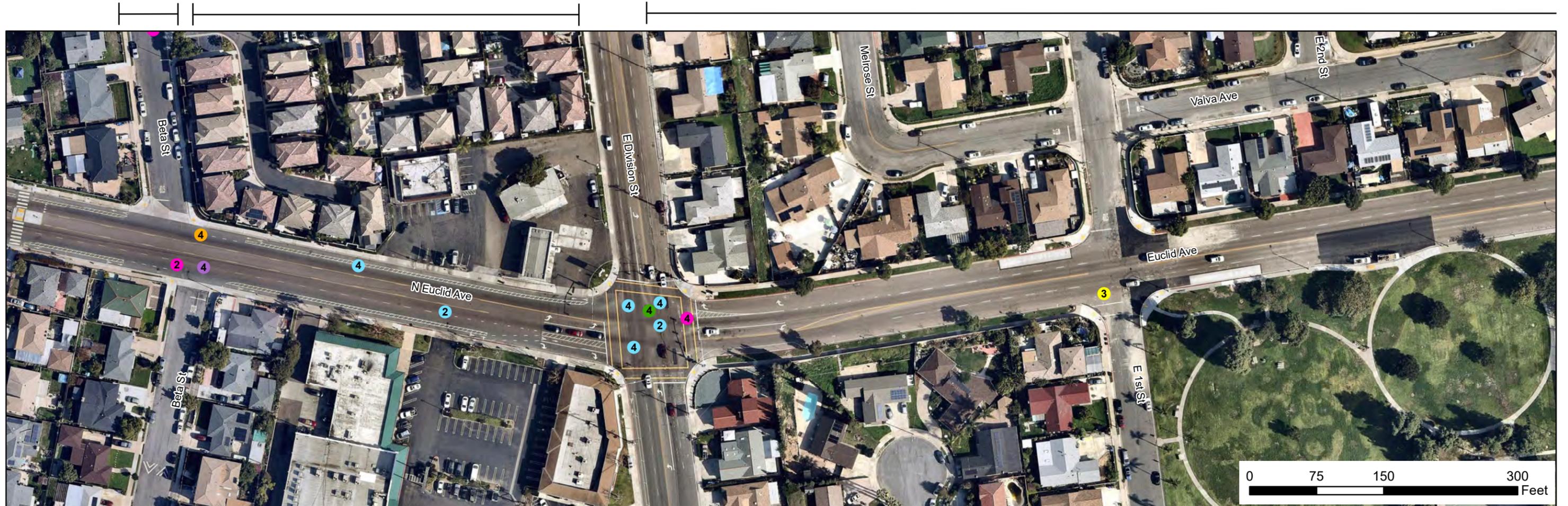
Recommended Countermeasures ¹	Location(s)
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • Euclid Avenue / 8th Street • Euclid Avenue / 16th Street • Euclid Avenue / 18th Street
S7 Provide protected left-turn phase (left-turn lane already exists)	All approaches at the intersection of: <ul style="list-style-type: none"> • Euclid Avenue / 4th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections: <ul style="list-style-type: none"> • Euclid Avenue / 4th Street • Euclid Avenue / 8th Street • Euclid Avenue / 16th Street • Euclid Avenue / 18th Street
S20PB Install advance stop bar before crosswalk	All legs of the following intersection: <ul style="list-style-type: none"> • Euclid Avenue / 8th Street
R14 Road diet (reduce travel lanes from 4 to 2 through lanes and a two-way left-turn lane and bike lanes)	Install along the following segment: <ul style="list-style-type: none"> • Euclid Avenue, from Division Street to 4th Street *** <i>project implemented during SSARP development</i> ***

Euclid Avenue / Beta Street intersection
No collisions since road diet and crosswalk relocation

Euclid Avenue, Beta Street to Division Street
No collisions since road diet and crosswalk installation

Road diet from 4th to Division Street (General Plan buildout ADT = 10,000)

- 1 lane in each direction + center left turn lane
- Buffered bike lanes
- Maintain parking along west side, adjacent to El Toyon Park



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Blue	Overturned		
● Brown	Other/Not Stated		

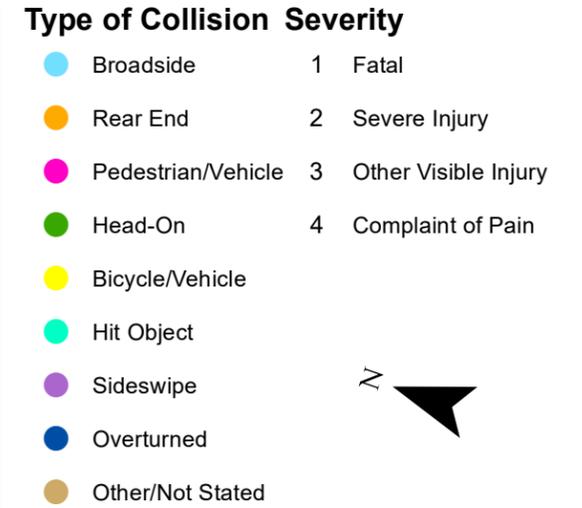
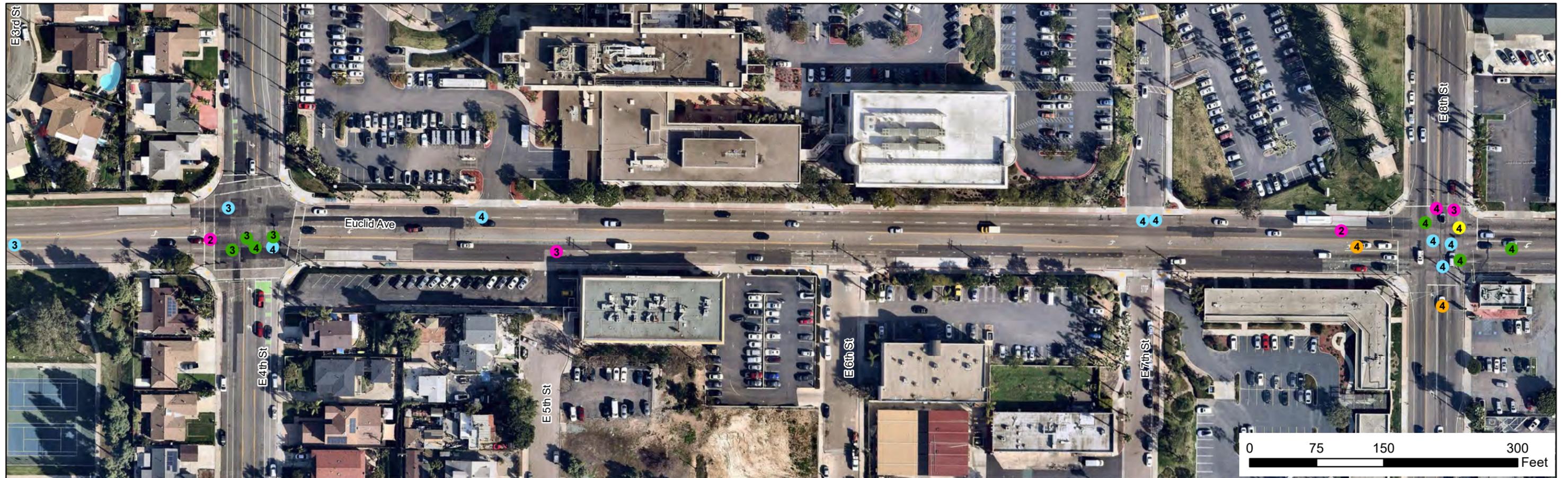
National City SSARP - Euclid Avenue Corridor

Figure 5-6
Beta Street to E 1st Street

- Euclid Avenue / 4th Street intersection
- Provide high visibility continental crosswalks on all approaches
 - Provide advanced stop bars
- HSIP Cycle 8: Protected left-turn phase

- Euclid Avenue / 8th Street intersection
- Improve signal hardware: back-plates with retro-reflective borders
 - Provide high visibility continental crosswalks on all approaches
 - Provide advanced stop bars
- HSIP Cycle 6: Crosswalks
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

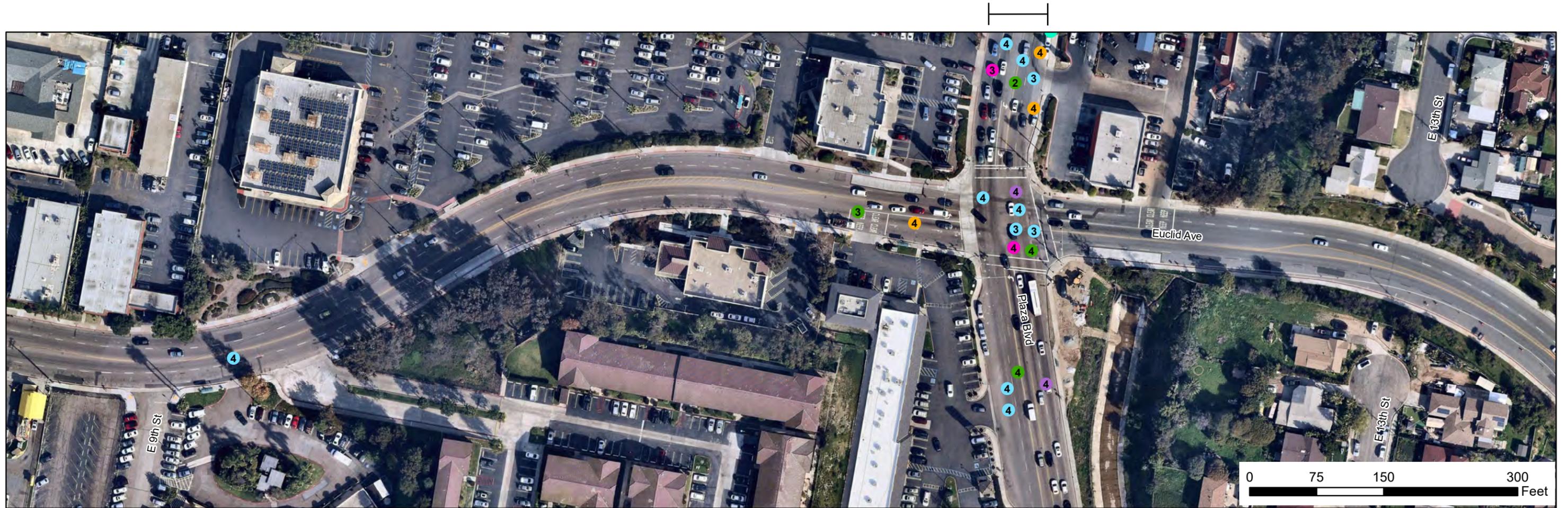
Road diet continued



National City SSARP - Euclid Avenue Corridor

Figure 5-6
E 4th Street to E 8th Street

Euclid Avenue / Plaza Boulevard intersection
 HSIP Cycle 6: Crosswalk on north leg and signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption



Type of Collision		Severity
Light Blue	Broadside	1 Fatal
Orange	Rear End	2 Severe Injury
Pink	Pedestrian/Vehicle	3 Other Visible Injury
Green	Head-On	4 Complaint of Pain
Yellow	Bicycle/Vehicle	
Cyan	Hit Object	
Purple	Sideswipe	
Dark Blue	Overturned	
Brown	Other/Not Stated	

National City SSARP - Euclid Avenue Corridor

Figure 5-6
 E 9th Street to E Plaza Boulevard

Euclid Avenue / 16th Street intersection

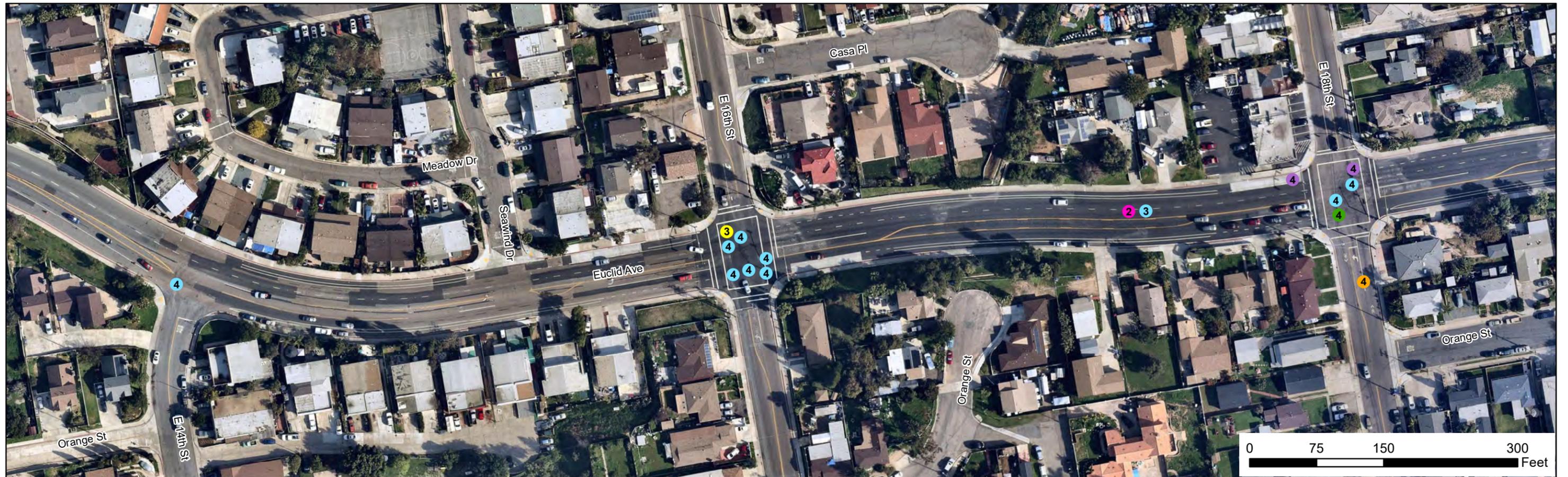
- Improve signal hardware: back-plates with retroreflective borders
- Provide high visibility crosswalks

HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Crosswalks
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Euclid Avenue / 18th Street intersection

- Improve signal hardware: back-plates with retroreflective borders
- Provide high visibility crosswalks

HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Crosswalks
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption



Type of Collision Severity

● Broadside	1 Fatal
● Rear End	2 Severe Injury
● Pedestrian/Vehicle	3 Other Visible Injury
● Head-On	4 Complaint of Pain
● Bicycle/Vehicle	
● Hit Object	
● Sideswipe	
● Overturned	
● Other/Not Stated	

N

National City SSARP - Euclid Avenue Corridor

Figure 5-6
E 14th Street to E 18th Street

Plaza Boulevard / Paradise Valley Road

Table 5-8 summarizes the recommended countermeasures along Plaza Boulevard / Paradise Valley Road. Collision locations, crash type, and level of injury severity for records along Plaza Boulevard / Paradise Valley Road are depicted in **Figure 5-7**. The graphic also identifies the recommendations and any previous or underway efforts that may address potential safety issues. Site specific issues and the resulting countermeasures are documented in **Appendix C**.

This roadway includes:

- Two intersections that experienced a severe or fatal injury collision:
 - Pedestrian collision at Highland Avenue / Plaza Boulevard (fatal injury)
 - Overturned collision at Highland Avenue / Plaza Boulevard (severe injury)
 - Pedestrian collision at S. Harbison Avenue / Plaza Boulevard (severe injury)
- Seven intersections with high collision frequency:
 - Highland Avenue / Plaza Boulevard (19 total collisions)
 - 8th Street / Plaza Boulevard / Paradise Valley Road (12 total collisions)
 - S. Harbison Avenue / Plaza Boulevard (9 total collisions)
 - L Avenue / Plaza Boulevard (8 total collisions)
 - Euclid Avenue / Plaza Boulevard (8 total collisions)
 - B Avenue / Plaza Boulevard (7 total collisions)
 - Grove Street / Plaza Boulevard (6 total collisions)
- Four segments that experienced a severe/fatal injury collision:
 - Pedestrian collision between Highland Avenue and L Avenue (fatal injury)
 - Head-On collision between Euclid Avenue and S. Harbison Ave (severe injury)
 - Overturned collision between Euclid Avenue and S. Harbison Ave (fatal injury)
 - Pedestrian collision between Euclid Avenue and S. Harbison Ave (severe injury)
 - Head-On collision between S. Harbison Ave and 8th Street (severe injury)
 - Hit Object collision between 8th Street and Plaza Boulevard (severe injury)
- Four segments with high collision frequency:
 - between Euclid Avenue and S. Harbison Avenue (18 total collisions)
 - between I-805 SB Ramps and Grove Street (12 total collisions)
 - between Highland Avenue and L Avenue (8 total collisions)
 - between Grove Street and Euclid Avenue (8 total collisions)

Table 5-8 Plaza Boulevard / Paradise Valley Road Countermeasure Summary

Recommended Countermeasures ¹	Location(s)
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersections at: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard • 8th Street / Plaza Boulevard / Paradise Valley Road
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard • 8th Street / Plaza Boulevard / Paradise Valley Road
S3 Improve signal timing (provide NO RIGHT ON RED signage during school arrival/dismissal periods)	Signalized intersection at: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard (all approaches – restrict during school arrival/dismissal)
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersection: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard
S20PB Install advance stop bar before crosswalk	All legs of the following intersection: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	All legs of the following intersection: <ul style="list-style-type: none"> • Highland Avenue / Plaza Boulevard
NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Provide marked crosswalks with advance yield/stop markings and curb extensions at the following intersections: <ul style="list-style-type: none"> • B Avenue / Plaza Boulevard • C Avenue / Plaza Boulevard • D Avenue / Plaza Boulevard • E Avenue / Plaza Boulevard
R8 Install raised median (provide turn pockets at intersections and major driveways)	Install along the following segment: <ul style="list-style-type: none"> • Plaza Boulevard, from Euclid Avenue to the mid-block crossing to the east
R14 Road Diet (reduce travel lanes from four lanes to two through lanes and a two-way left-turn lane; maintain on-street parking)	Install along the following segment: <ul style="list-style-type: none"> • Plaza Boulevard, from National City Boulevard to Highland Avenue (General Plan buildout ADT = 17,600 – 19,900; designated as a Community Corridor)

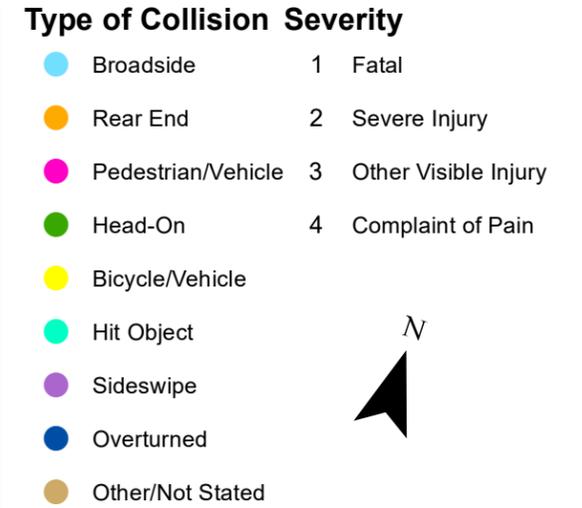
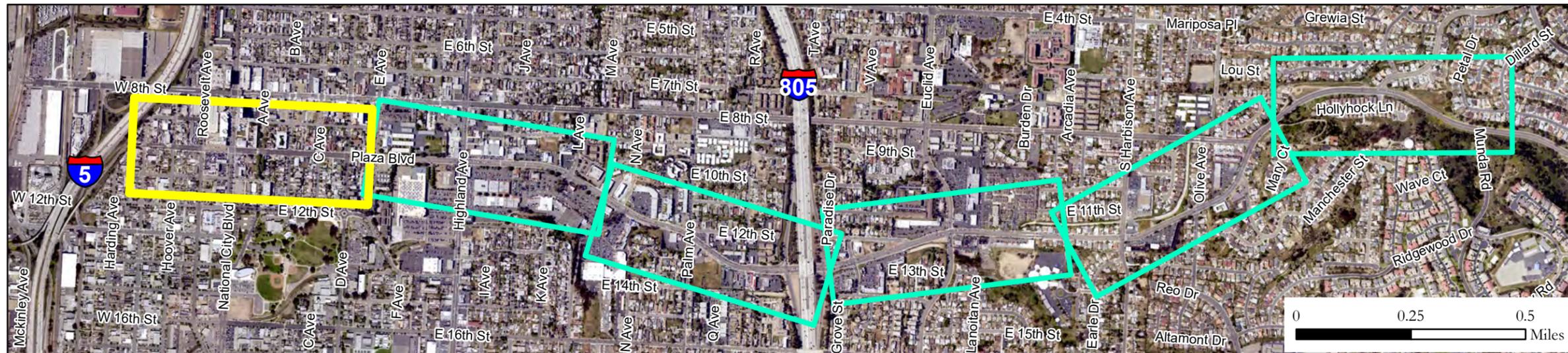
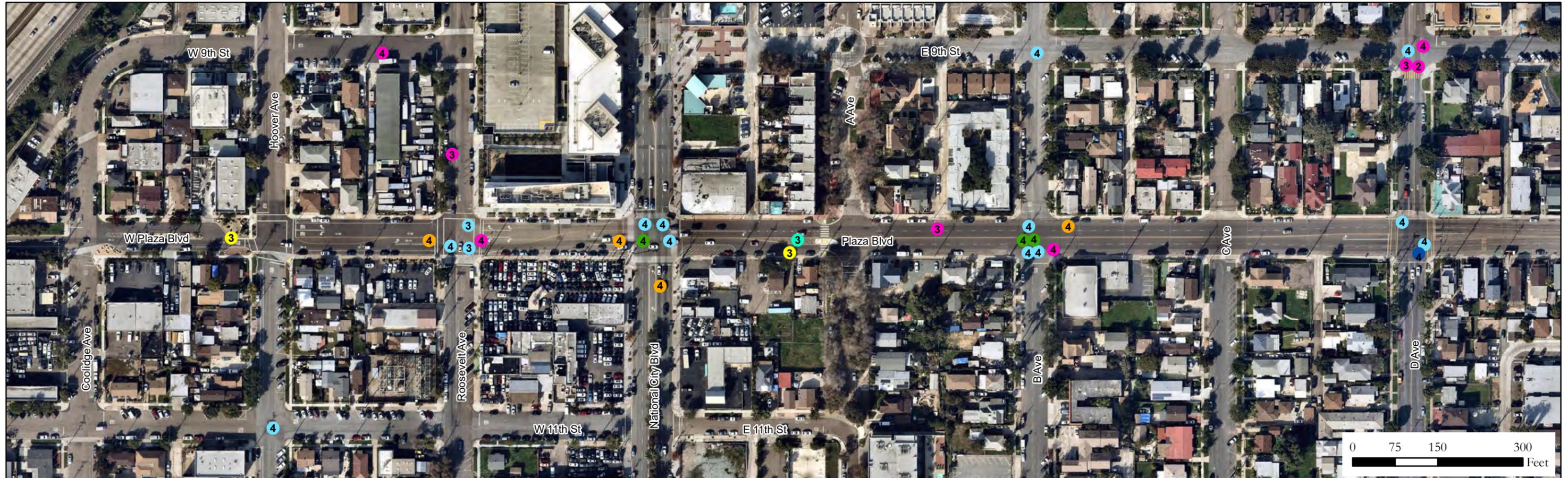
Plaza Boulevard / Roosevelt Avenue intersection
 HSIP Cycle 8 & 9: pedestrian countdown signal heads, lighting, protected left-turn phasing and additional signal heads

Plaza Boulevard / National City Boulevard intersection
 HSIP Cycle 7: lighting

Road diet from National City Boulevard to Highland Avenue

- 1 lane in each direction + center left turn lane
- Maintain on-street parking
- Curb extensions at intersections

Plaza Boulevard / D Avenue intersection
 HSIP Cycle 7: lighting



National City SSARP - Plaza Boulevard & Paradise Valley Road Corridor

Figure 5-7
 Coolidge Avenue to D Avenue

Plaza Boulevard / Highland Avenue intersection

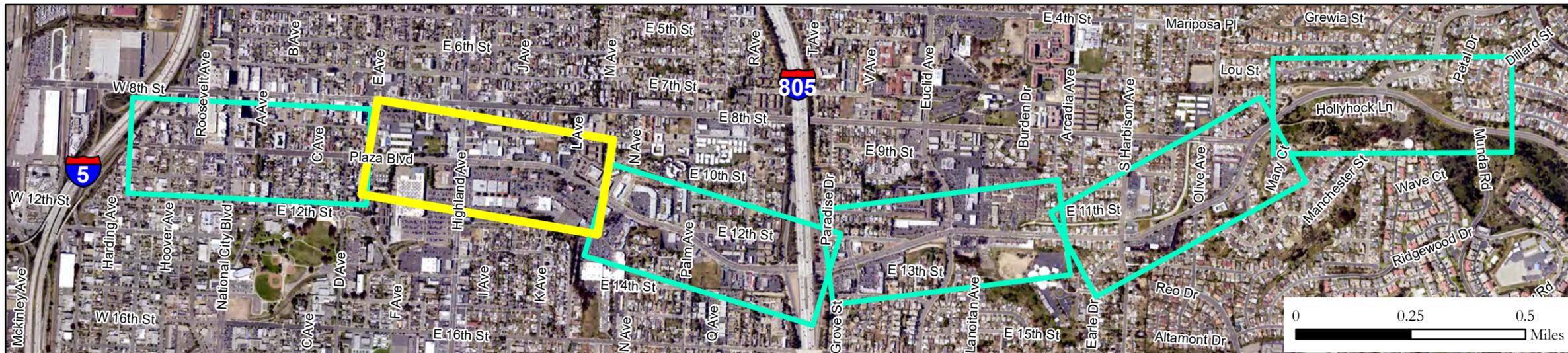
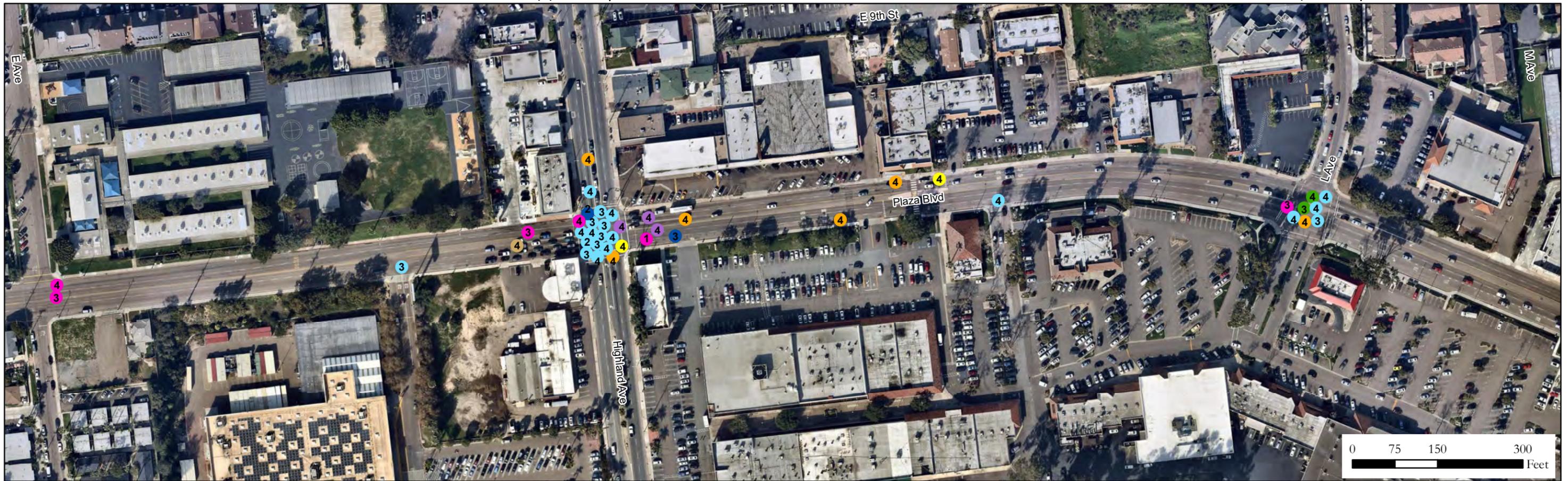
- Provide signalhead for each through lane and left-turn lane (NB/SB approaches).
- Improve signal hardware: back-plates with retroreflective borders.
- Provide high visibility continental crosswalks with advanced stop bars.
- Provide lead pedestrian intervals.
- Provide NO RIGHT ON RED blank out signage during school arrival/dismissal.

HSIP Cycle 7 & 8: Lighting & pedestrian countdown signal heads

Plaza Boulevard / L Avenue intersection
HSIP Cycle 7, 8 & 9: pedestrian countdown signal heads, lighting, protected left-turn phasing and additional signalheads

Road diet from National City Boulevard to Highland Avenue

- 1 lane in each direction + center left turn lane
- Maintain on-street parking
- Curb extensions at intersections



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overturned		
● Brown	Other/Not Stated		

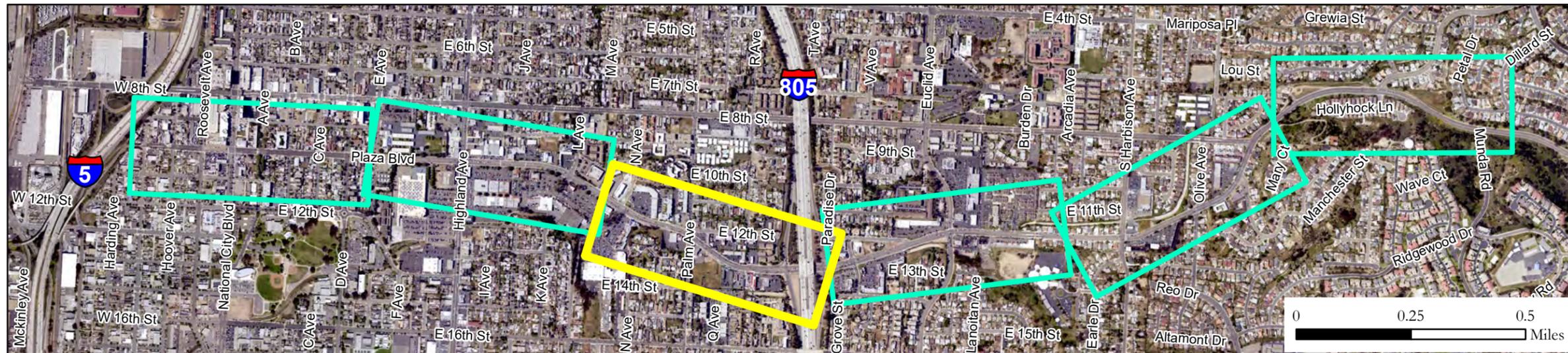
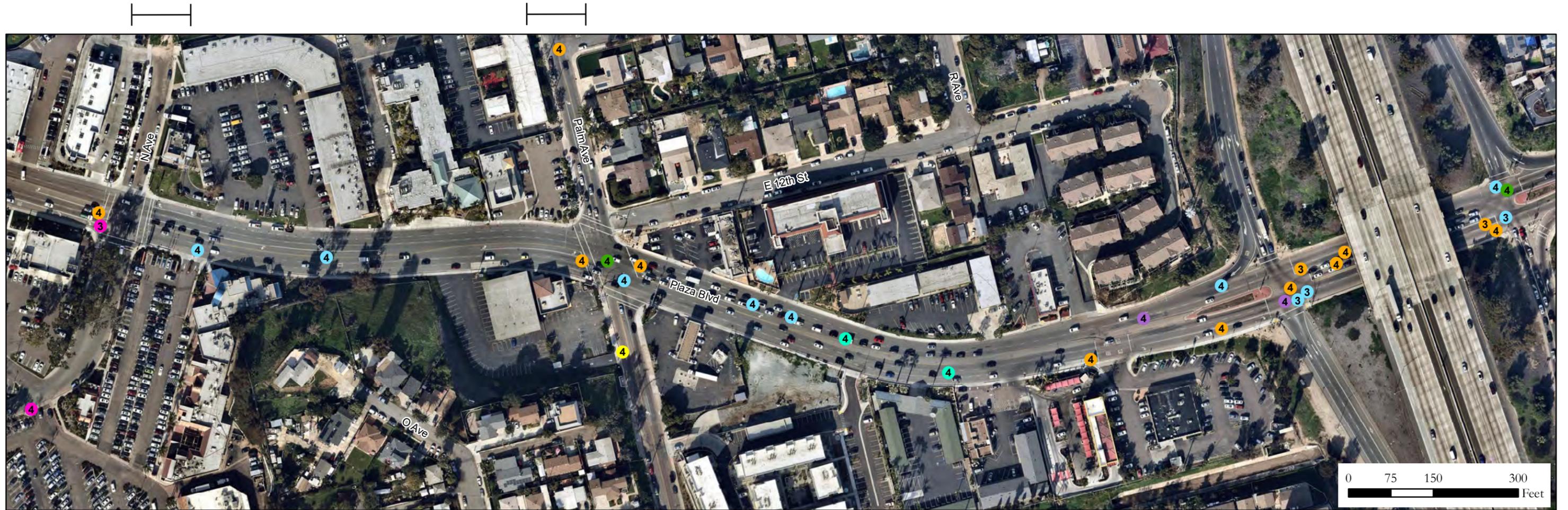
N

National City SSARP - Plaza Boulevard & Paradise Valley Road Corridor

Figure 5-7
E Avenue to L Avenue

Plaza Boulevard / N Avenue intersection
 HSIP Cycle 7, 8 & 9: pedestrian crossings,
 lighting, protected left-turn phasing and
 additional signal heads

Plaza Boulevard / Palm Avenue intersection
 HSIP Cycle 7 & 8: pedestrian countdown signal
 heads, lighting



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overturned		
● Brown	Other/Not Stated		

N

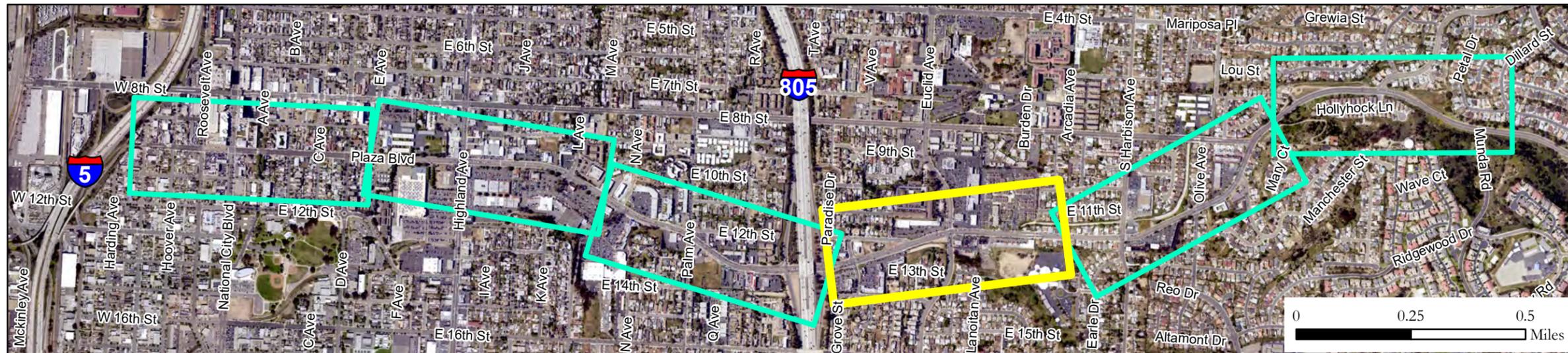
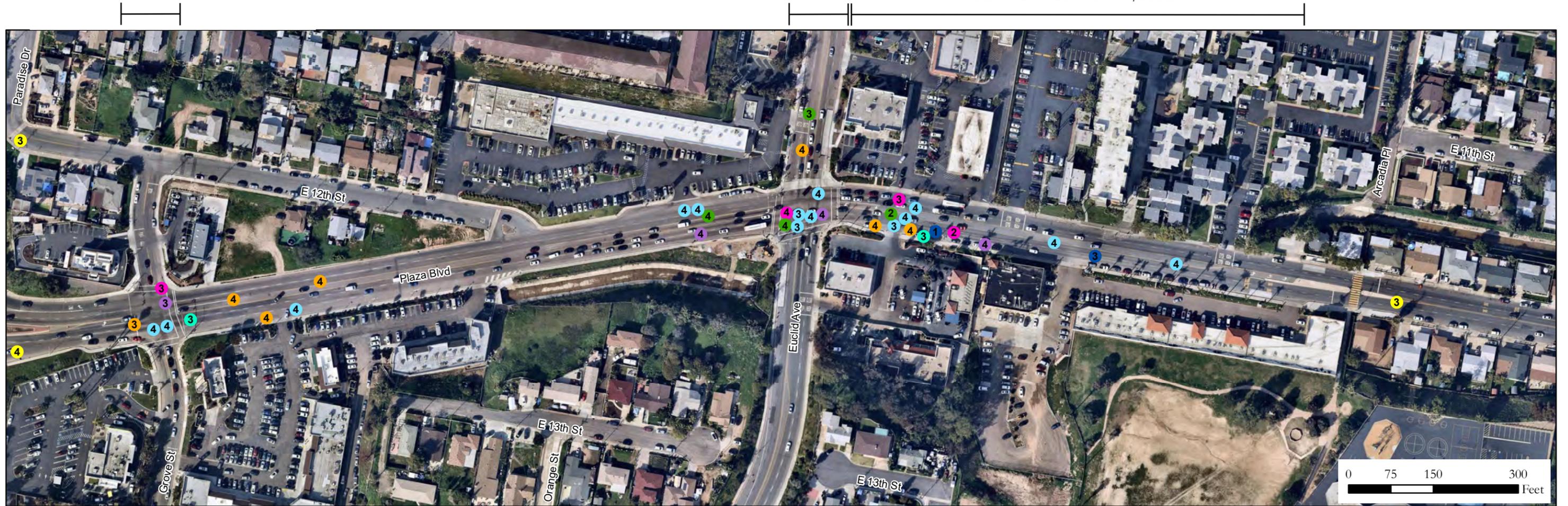
National City SSARP - Plaza Boulevard & Paradise Valley Road Corridor

Figure 5-7
 N Avenue to Interstate 805 Northbound Ramps

Plaza Boulevard / Grove Street intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 8: Pedestrian countdown signal heads
 HSIP Cycle 9: Emergency vehicle preemption;
 protected left signal phasing

Plaza Boulevard / Euclid Avenue intersection
 HSIP Cycle 6: Ladder crosswalk on north leg
 and signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption
 -
 Other collisions due to DUI, police evasion,
 unknown, three to failure to yield

Euclid Avenue to Midblock Crossing
 ■ Install raised median with turn pockets



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Blue	Overturned		
● Brown	Other/Not Stated		

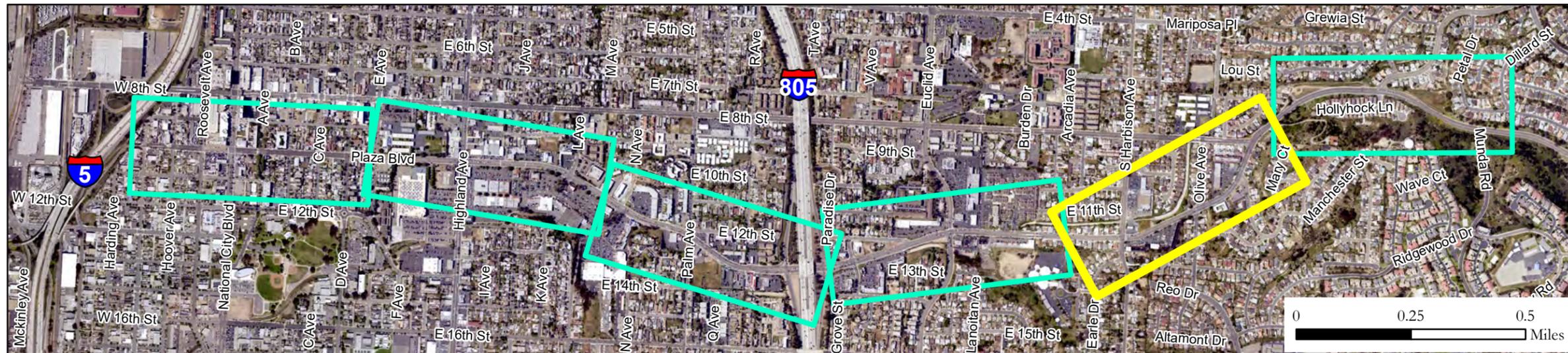
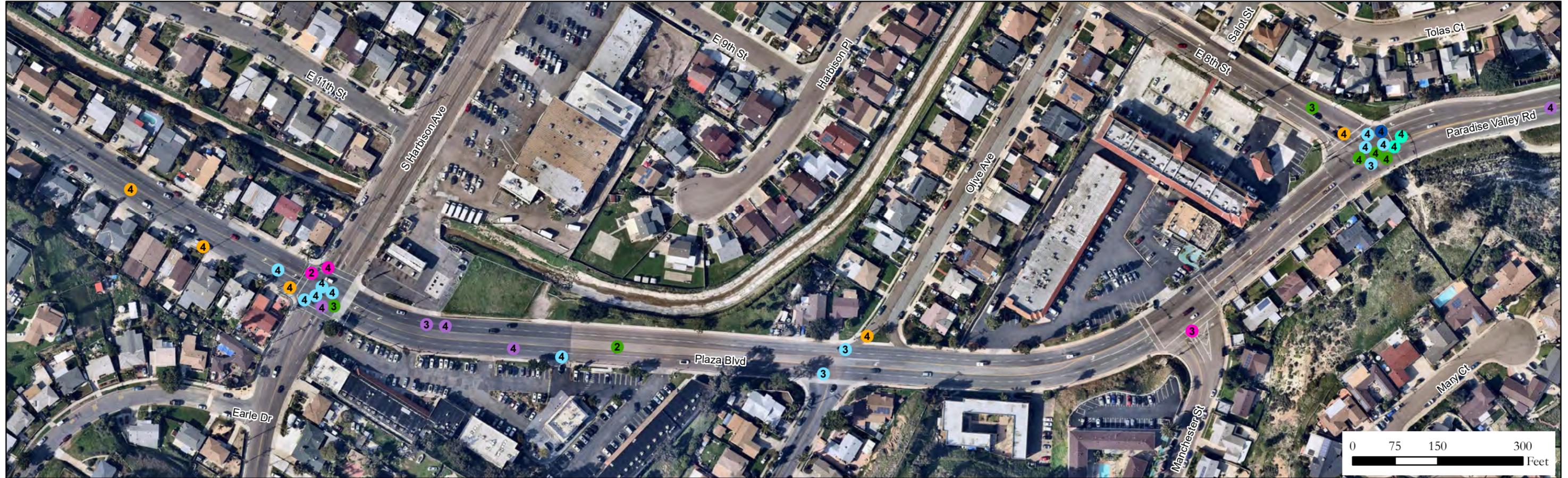
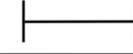
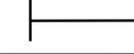
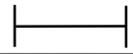
National City SSARP - Plaza Boulevard & Paradise Valley Road Corridor

Figure 5-7
 Grove Street to Midblock Crossing

Plaza Boulevard / Harbison Avenue intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Crosswalk on east leg
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Plaza Boulevard / Manchester Street intersection
 HSIP Cycle 7: Signal equipment upgrades
 HSIP Cycle 8: Pedestrian countdown signal heads & safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Plaza Boulevard / Paradise Valley Road / 8th Street intersection
 ■ Provide signalhead for each through lane and left-turn lane (NB/SB approaches).
 ■ Improve signal hardware: back-plates with retroreflective borders.

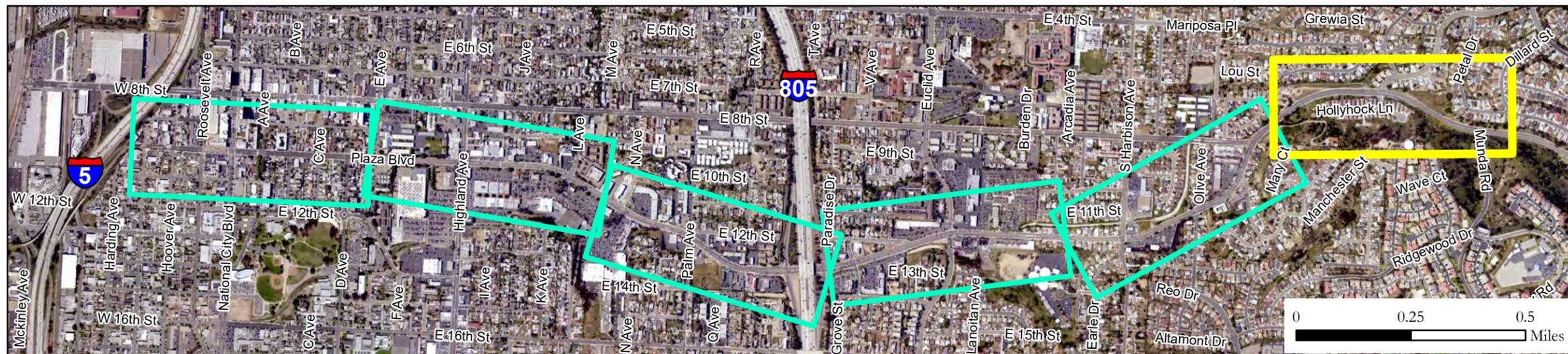
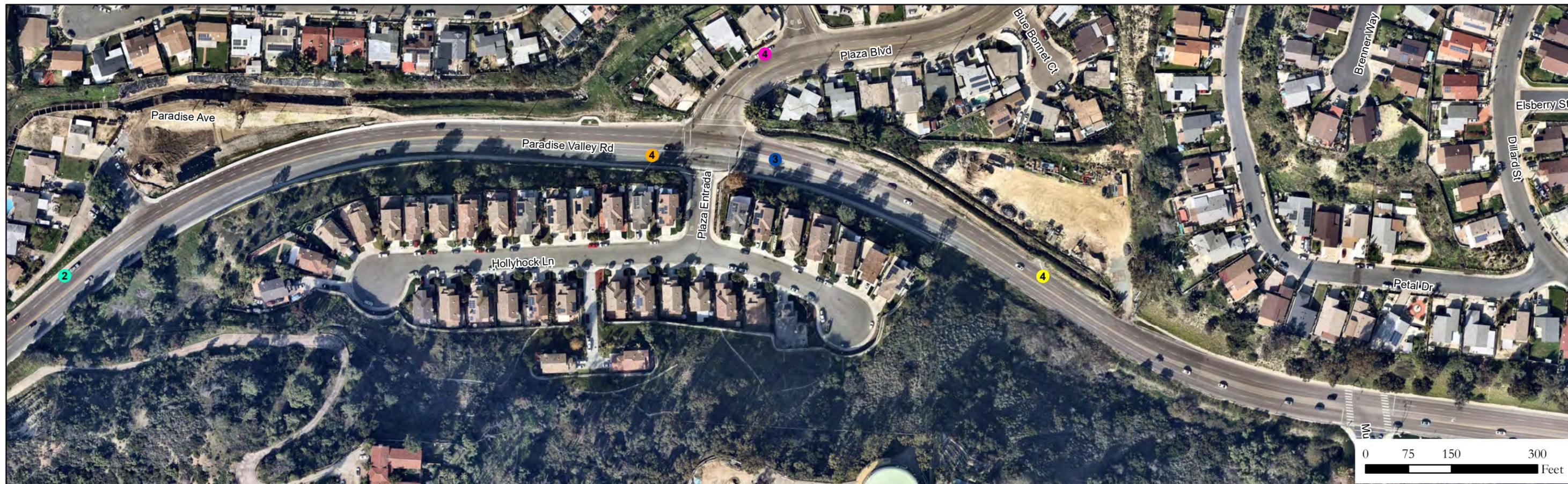


Type of Collision		Severity	
●	Broadside	1	Fatal
●	Rear End	2	Severe Injury
●	Pedestrian/Vehicle	3	Other Visible Injury
●	Head-On	4	Complaint of Pain
●	Bicycle/Vehicle		
●	Hit Object		
●	Sideswipe		
●	Overturned		
●	Other/Not Stated		



National City SSARP - Plaza Boulevard & Paradise Valley Road Corridor

Figure 5-7
 Harbison Avenue to E 8th Street



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Blue	Overturned		
● Brown	Other/Not Stated		



National City SSARP - Plaza Boulevard & Paradise Valley Road Corridor

Figure 5-7
3600 Block E 8th Street to E Plaza Boulevard (National City Limits)

8th Street

Table 5-9 summarizes the recommended countermeasures along 8th Street. Collision locations, crash type, and level of injury severity for records along 8th Street are depicted in **Figure 5-8**. The graphic also identifies the recommendations and any previous or underway efforts that may address potential safety issues. Site specific issues and the resulting countermeasures are documented in **Appendix C**.

This roadway includes:

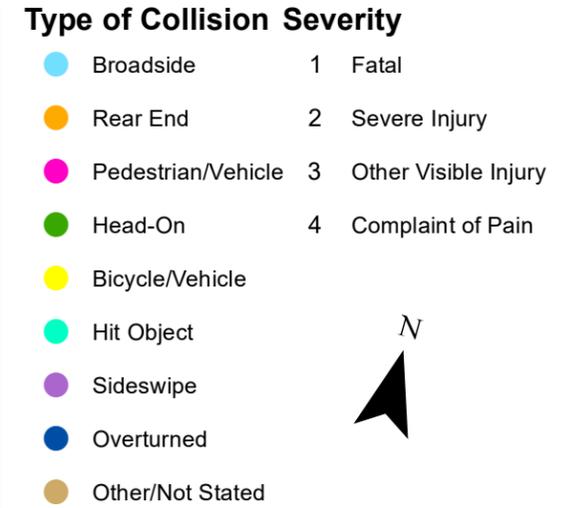
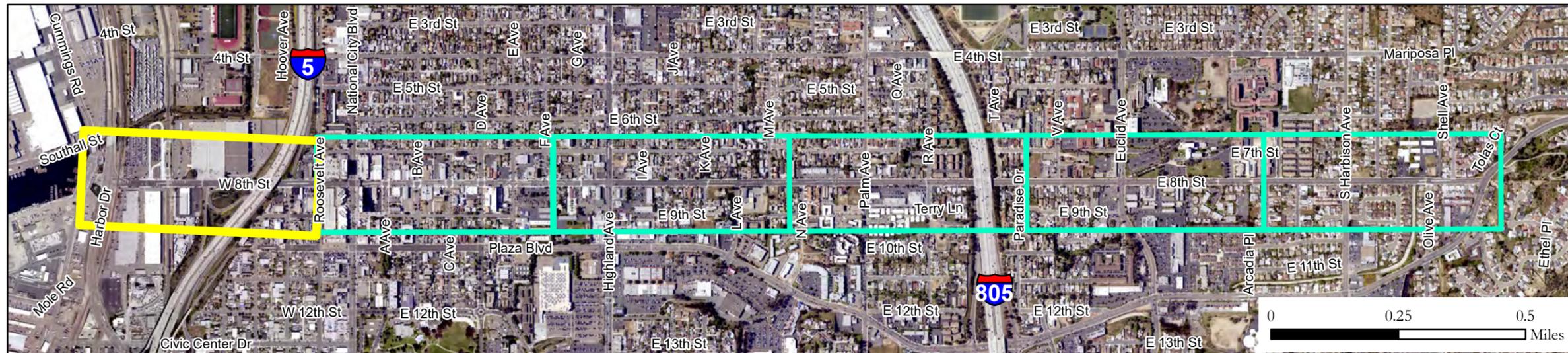
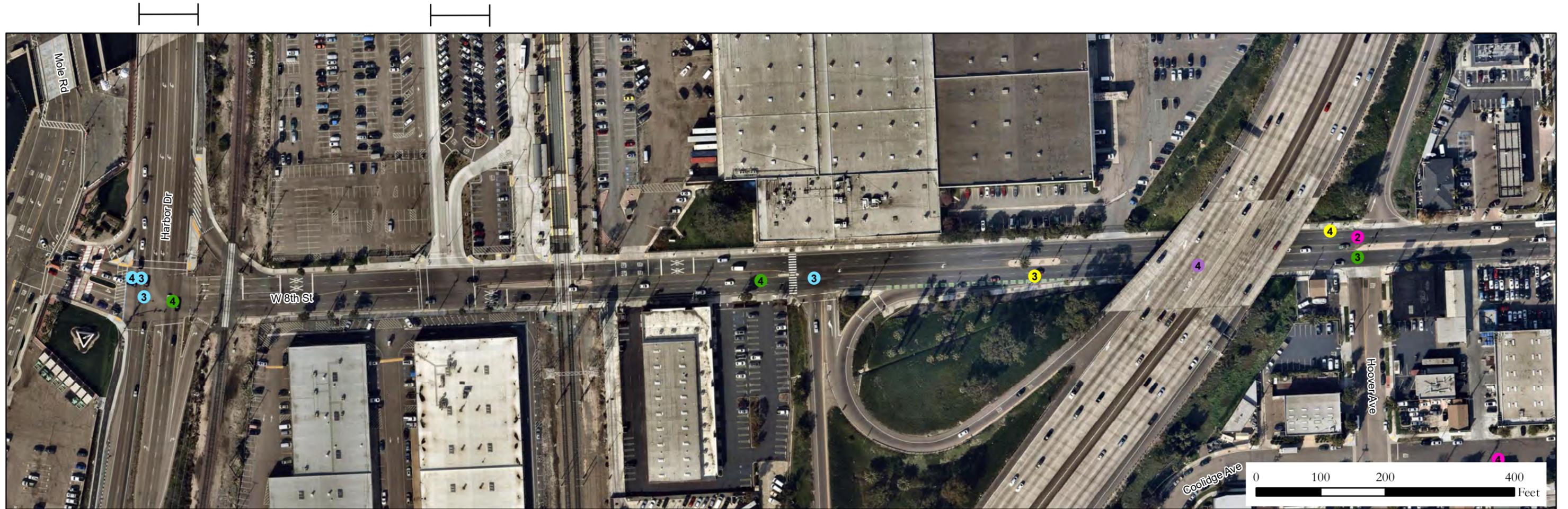
- Six intersections that experienced a severe or fatal injury collision:
 - Pedestrian collision at Hoover Avenue / 8th Street (severe injury)
 - Pedestrian collision at National City Boulevard / 8th Street (fatal injury)
 - Head-On collision at D Avenue / 8th Street (severe injury)
 - Pedestrian collision at E Avenue / 8th Street (fatal injury)
 - Pedestrian collision at Highland Avenue / 8th Street (severe injury)
 - Pedestrian collision at Harbison Avenue / 8th Street (severe injury)
 - Pedestrian collision at Harbison Avenue / 8th Street (severe injury)
- Six intersections with high collision frequency:
 - Plaza Boulevard / 8th Street (12 total collisions)
 - Euclid Avenue / 8th Street (11 total collisions)
 - Harbison Avenue / 8th Street (8 total collisions)
 - National City Boulevard / 8th Street (6 total collisions)
 - D Avenue / 8th Street (6 total collisions)
 - V Avenue / 8th Street (6 total collisions)
- Six segments that experienced a severe/fatal injury collision:
 - Pedestrian collision between Highland Avenue and I Avenue (severe injury)
 - Pedestrian collision between Highland Avenue and I Avenue (severe injury)
 - Broadside collision between T Avenue and Paradise Drive (severe injury)
 - Bicycle collision between Paradise Drive and V Avenue (severe injury)
 - Head-On collision between Euclid Avenue and Burden Drive (severe injury)
 - Bicycle collision between Harbison Avenue and Rachael Avenue (severe injury)
- One segment with high collision frequency:
 - between Euclid Avenue and Burden Drive (8 total collisions)

Table 5-9 8th Street Countermeasure Summary

Recommended Countermeasures ¹	Location(s)
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersection at: <ul style="list-style-type: none"> 8th Street / Plaza Boulevard / Paradise Valley Road
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> Euclid Avenue / 8th Street 8th Street / Plaza Boulevard / Paradise Valley Road
S3 Improve signal timing (provide NO RIGHT ON RED signage)	Signalized intersection at: <ul style="list-style-type: none"> National City Boulevard / 8th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections: <ul style="list-style-type: none"> Highland Avenue / 8th Street Harbison Avenue / 8th Street
S20PB Install advance stop bar before crosswalk	All legs of the following intersections: <ul style="list-style-type: none"> Highland Avenue / 8th Street Harbison Avenue / 8th Street
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	All legs of the following intersections: <ul style="list-style-type: none"> National City Boulevard / 8th Street Highland Avenue / 8th Street
NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Provide high visibility marked crosswalks with advance yield/stop markings at the following location: <ul style="list-style-type: none"> T Avenue / 8th Street (north and east legs) Provide curb extensions at the following location: <ul style="list-style-type: none"> T Avenue / 8th Street (east leg)
NS22PB Install Rectangular Rapid Flashing Beacon (RRFB)	Install at the following location: <ul style="list-style-type: none"> T Avenue / 8th Street (east leg)
R8 Install raised median (provide turn pockets at intersections and major driveways)	Install along the following segments: <ul style="list-style-type: none"> 8th Street, from Highland Avenue to K Avenue 8th Street, from Palm Avenue to Rachael Avenue

Harbor Drive / 8th Street intersection
 HSIP Cycle 7: Signal equipment upgrades
 HSIP Cycle 8: Pedestrian countdown signal
 heads & safety lighting

Transit Center Driveway / 8th Street intersection
 HSIP Cycle 7: Signal equipment upgrades



National City SSARP - 8th Street Corridor

Figure 5-8
 Harbor Drive to Hoover Avenue

National City Boulevard / 8th Street intersection

- Provide lead pedestrian intervals.
- Provide NO RIGHT TURN ON RED blank out signage on southbound to westbound right.

HSIP Cycle 6: Signal equipment upgrades

HSIP Cycle 7: Safety lighting

HSIP Cycle 9: Emergency vehicle preemption

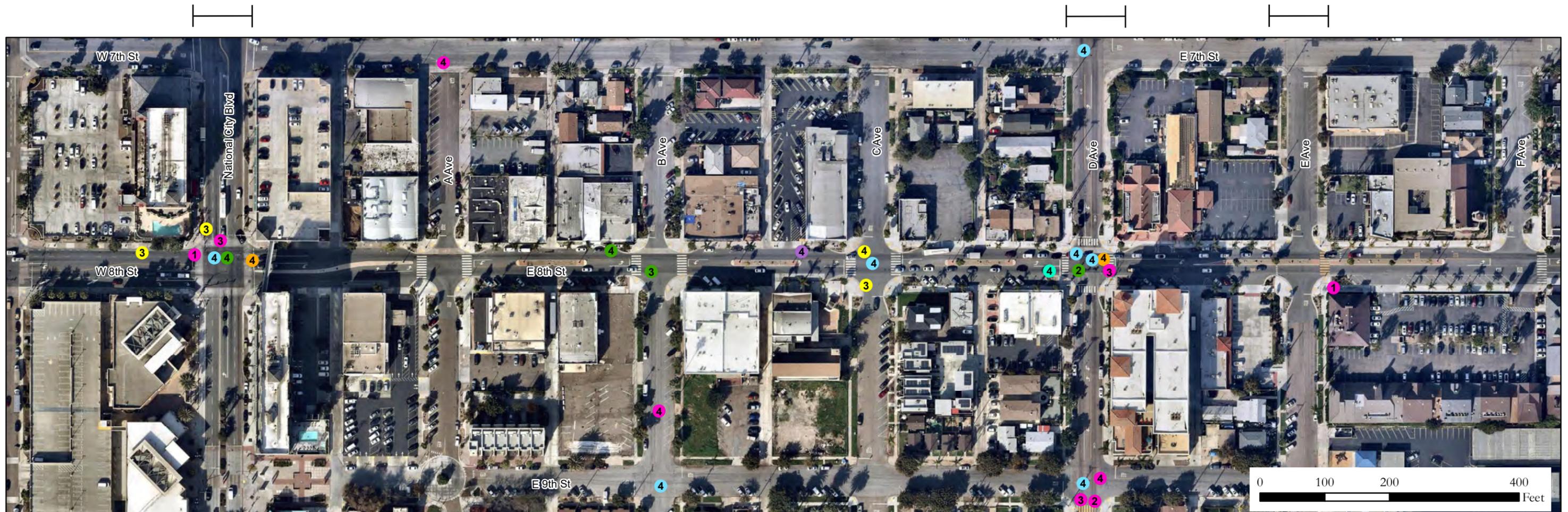
D Avenue / 8th Street intersection

HSIP Cycle 7: Signal equipment upgrades

HSIP Cycle 9: Emergency vehicle preemption

E Avenue / 8th Street intersection

Collision occurred prior to median installation



Type of Collision Severity

● Broadside	1 Fatal
● Rear End	2 Severe Injury
● Pedestrian/Vehicle	3 Other Visible Injury
● Head-On	4 Complaint of Pain
● Bicycle/Vehicle	
● Hit Object	
● Sideswipe	
● Overturned	
● Other/Not Stated	



National City SSARP - 8th Street Corridor

Figure 5-8
Roosevelt Avenue to F Avenue

Highland Avenue / 8th Street intersection

- Provide high visibility continental crosswalks with advanced stop bars.

- Provide lead pedestrian intervals.

HSIP Cycle 7: Signal equipment upgrades

HSIP Cycle 8: Pedestrian countdown signal heads

HSIP Cycle 9: Emergency vehicle preemption

Highland Avenue to K Avenue

- Provide median with cutouts along extents.

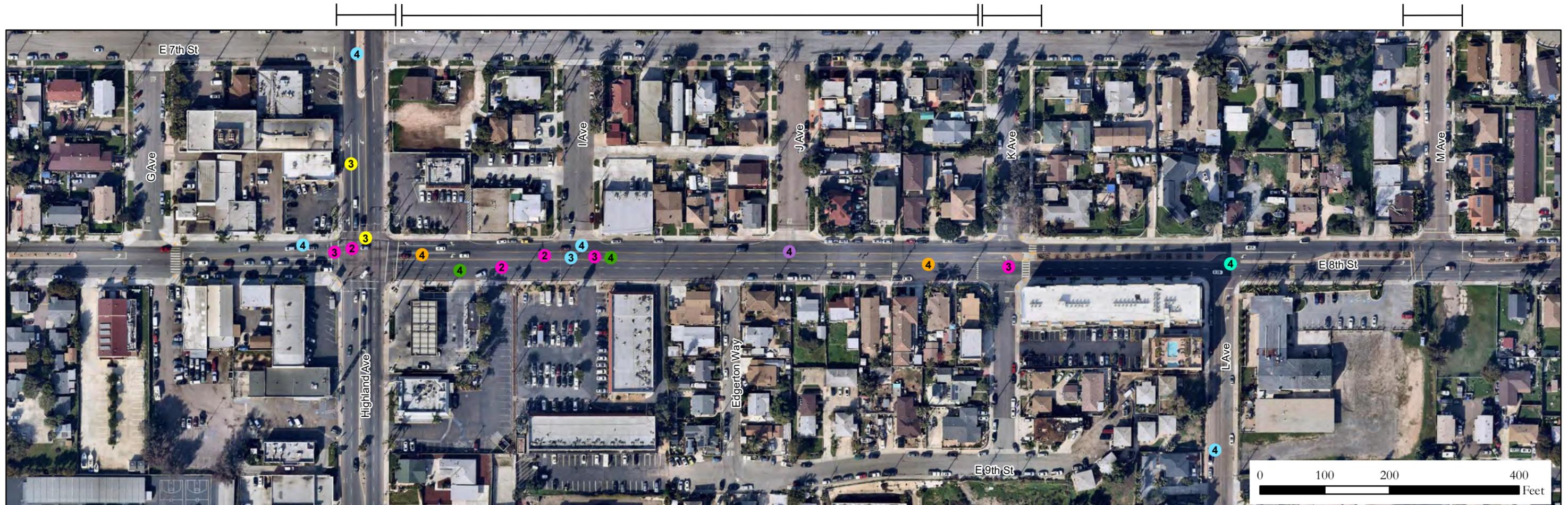
K Avenue / 8th Street intersection

Driver at fault (DUI)

M Avenue / 8th Street intersection

HSIP Cycle 7: Signal equipment upgrades

HSIP Cycle 9: Emergency vehicle preemption



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overturned		
● Brown	Other/Not Stated		



National City SSARP - 8th Street Corridor

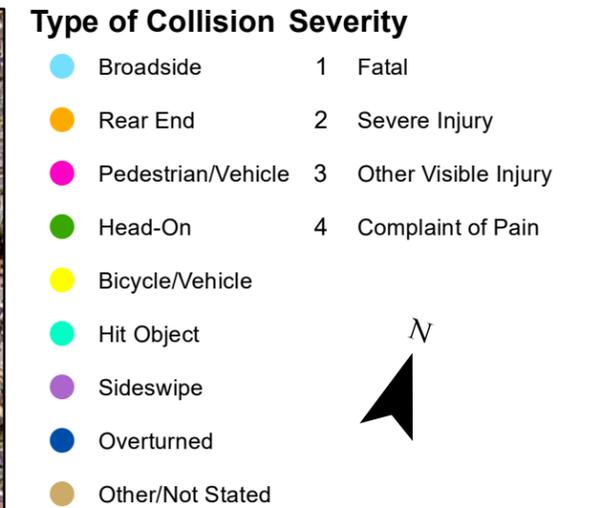
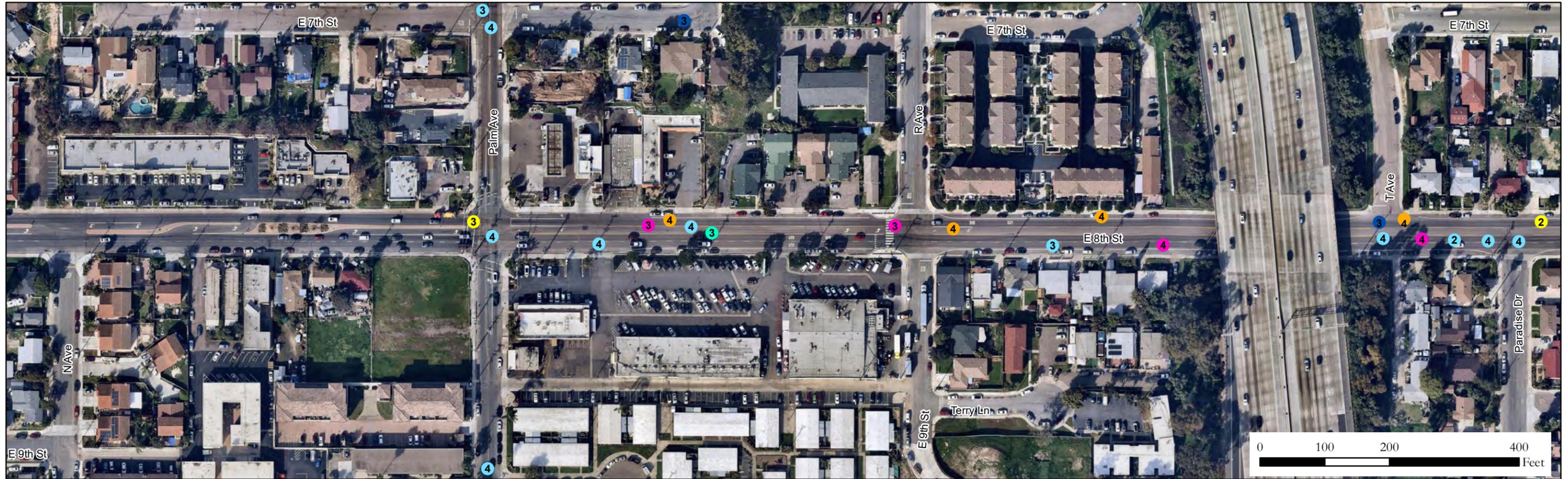
Figure 5-8
G Avenue to M Avenue

Palm Avenue / 8th Street intersection
 HSIP Cycle 7: Signal equipment upgrades
 HSIP Cycle 9: Emergency vehicle preemption

Palm Avenue to Rachael Avenue
 ■ Install raised median with cutouts along extent

R Avenue / 8th Street intersection
 HSIP Cycle 7: Safety lighting

T Avenue / 8th Street intersection
 ■ Provide high visibility crosswalk on the north and east leg advanced stop bars and yield markings.
 ■ Provide curb bulb-outs.
 ■ Provide rapid rectangular flashing beacons (RRFB) on the east leg crossing.



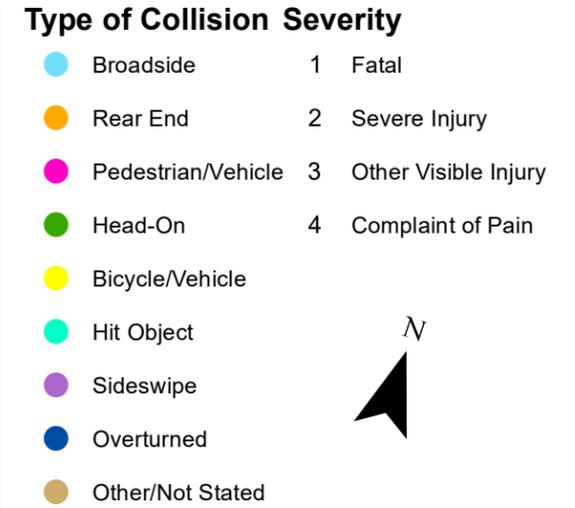
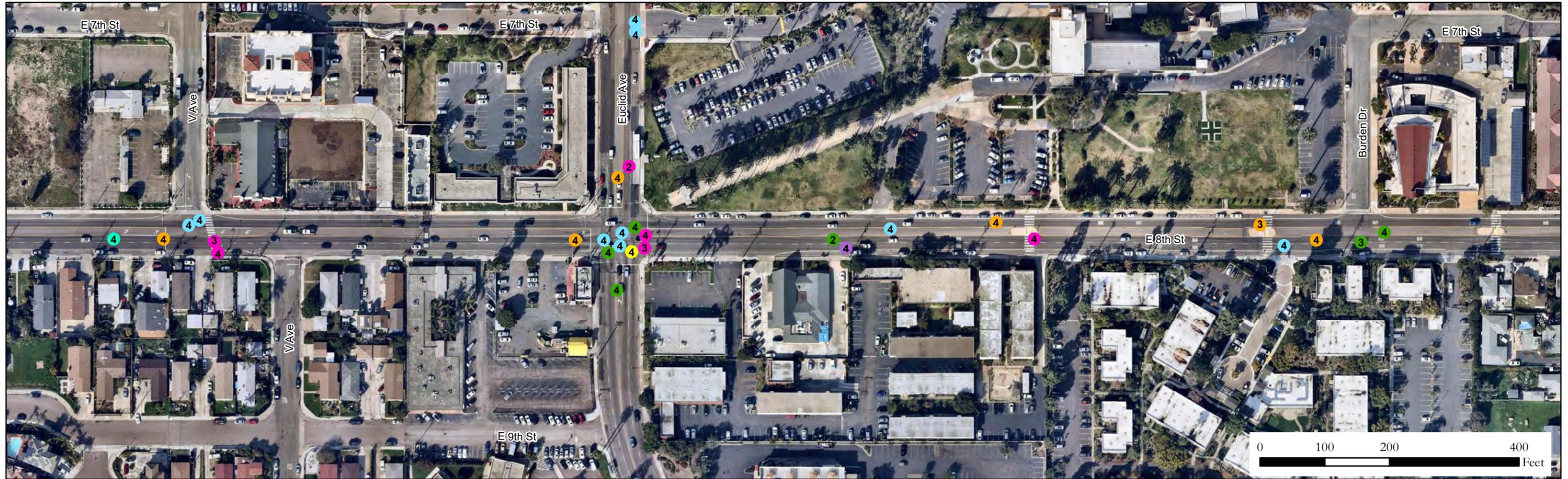
National City SSARP - 8th Street Corridor

Figure 5-8
 N Avenue to Paradise Drive

V Avenue / 8th Street intersection
 HSIP Cycle 7: Signal equipment upgrades
 HSIP Cycle 8: Pedestrian countdown signal heads
 & safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Euclid Avenue / 8th Street intersection
 ■ Improve signal hardware: back-plates with retro-reflective borders
 ■ Provide high visibility continental crosswalks on all approaches
 ■ Provide advanced stop bars
 HSIP Cycle 6: Crosswalks
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Palm Avenue to Rachael Avenue
 ■ Install raised median with cutouts along extent



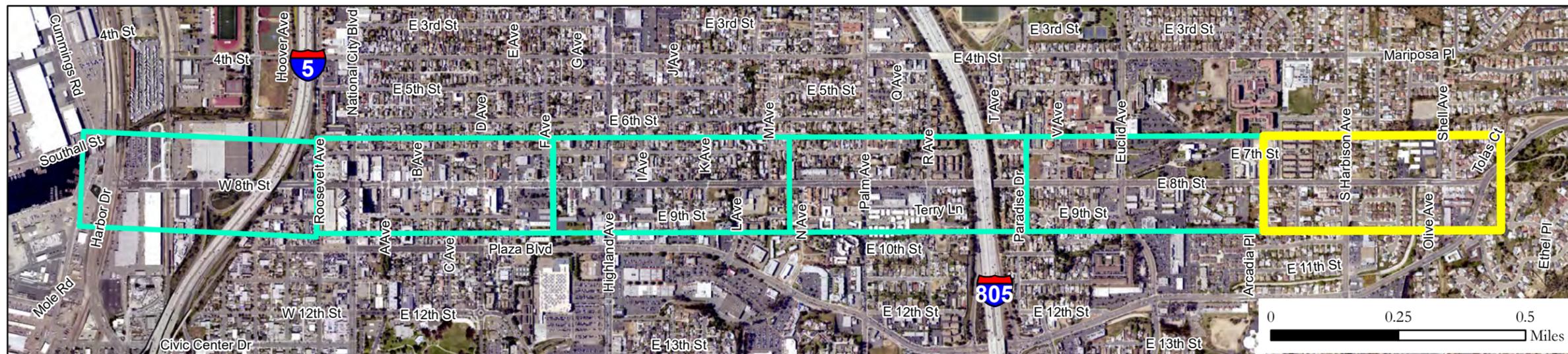
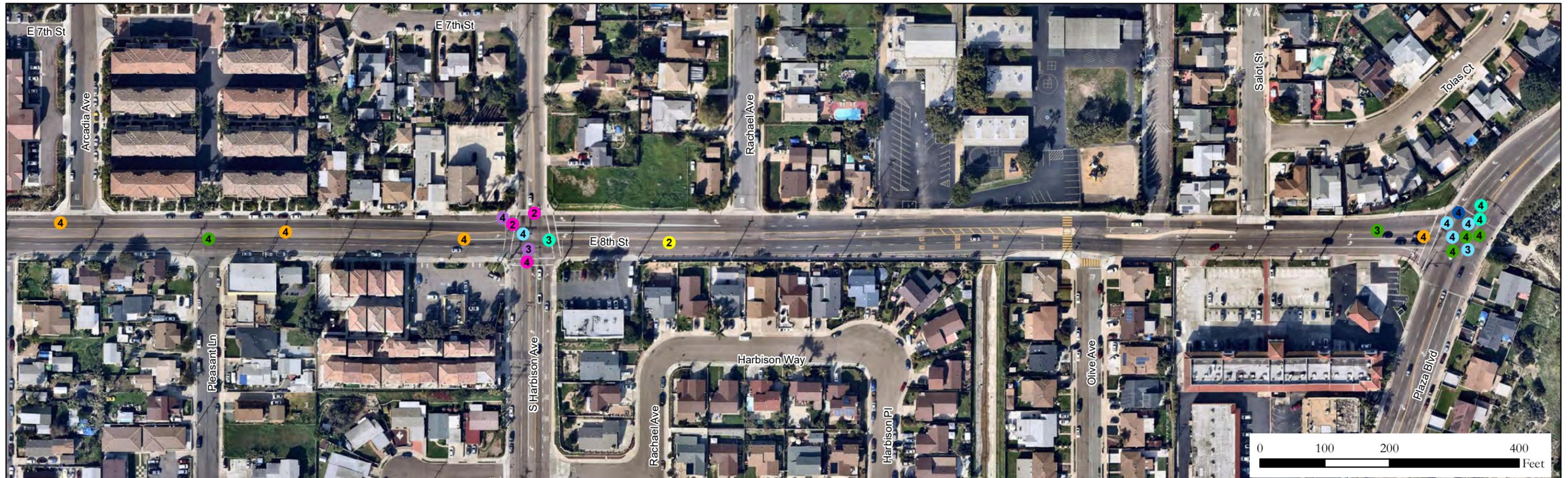
National City SSARP - 8th Street Corridor

Figure 5-8
 V Avenue to Burden Drive

- Harbison Avenue / 8th Street intersection
- Improve signal hardware: backplates with retroreflective borders
 - Provide high visibility continental crosswalks on all approaches.
 - Provide advanced stop bars.
- HSIP Cycle 7: Signal equipment upgrades
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Protected left-turn phase

- Palm Avenue to Rachael Avenue
- Install raised median with cutouts along extent

- Plaza Boulevard / Paradise Valley Road / 8th Street intersection
- Provide signal head for each through lane and left-turn lane (NB/SB approaches).
 - Improve signal hardware: back-plates with retroreflective borders.



Type of Collision Severity

Blue	Broadside	1	Fatal
Yellow	Rear End	2	Severe Injury
Pink	Pedestrian/Vehicle	3	Other Visible Injury
Green	Head-On	4	Complaint of Pain
Light Blue	Bicycle/Vehicle		
Light Green	Hit Object		
Purple	Sideswipe		
Dark Blue	Overturned		
Orange	Other/Not Stated		



National City SSARP - 8th Street Corridor

Figure 5-8
 Arcadia Place to Plaza Boulevard/Paradise Valley Road

16th Street

Table 5-10 summarizes the recommended countermeasures along 16th Street. Collision locations, crash type, and level of injury severity for records along 16th Street are depicted in **Figure 5-9**. The graphic also identifies the recommendations and any previous or underway efforts that may address potential safety issues. Site specific issues and the resulting countermeasures are documented in **Appendix C**.

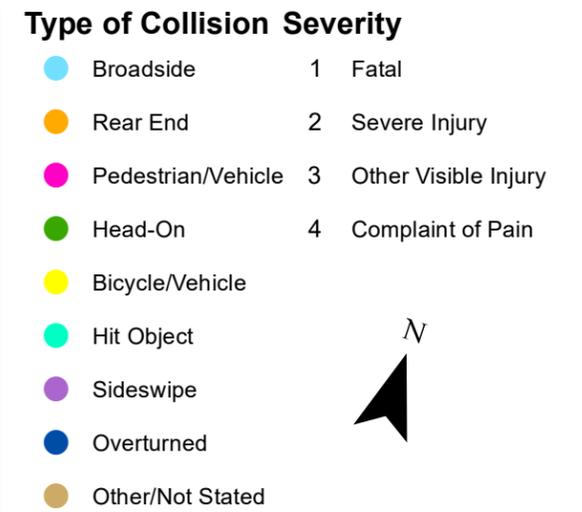
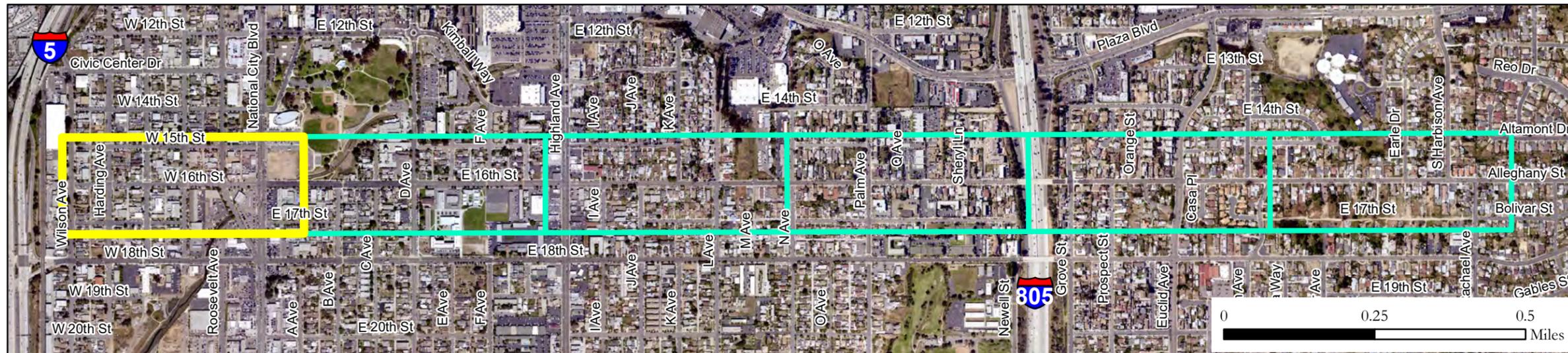
This roadway includes:

- One intersection that experienced a severe injury collision: pedestrian collision at Grove Street / 16th Street
- Three intersections with high collision frequencies:
 - National City Boulevard / 16th Street (7 total collisions)
 - Euclid Avenue / 16th Street (7 total collisions)
 - Highland Avenue /16th Street (6 total collisions)
- One segment that experienced multiple severe/fatal injury collisions: between Palm Avenue and Grove Street
 - Severe injury resulting from a broadside collision
 - Fatal injury resulting from rear end collision

Table 5-10 16th Street Countermeasure Summary

Recommended Countermeasures ¹	Location(s)
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> • Euclid Avenue / 16th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersection: <ul style="list-style-type: none"> • D Avenue / 16th Street • Euclid Avenue / 16th Street
S20PB Install advance stop bar before crosswalk	All legs of the following intersection: <ul style="list-style-type: none"> • D Avenue / 16th Street
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	All legs of the following intersection: <ul style="list-style-type: none"> • D Avenue / 16th Street
Install curb extensions (non-LRSM countermeasure at signalized intersections)	At the northwest and southeast corners of: <ul style="list-style-type: none"> • D Avenue / 16th Street

National City Boulevard / 16th Street intersection
 HSIP Cycle 6: Ladder crosswalks & signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 8: Protected left-turn phase
 HSIP Cycle 9: Emergency vehicle preemption



National City SSARP - 16th Street Corridor

Figure 5-9
 Wilson Avenue to National City Boulevard

D Avenue / 16th Street intersection

- Provide high visibility continental crosswalks with advanced stop bars.
- Provide lead pedestrian intervals.
- Provide bulb-outs on NW and SE corners.

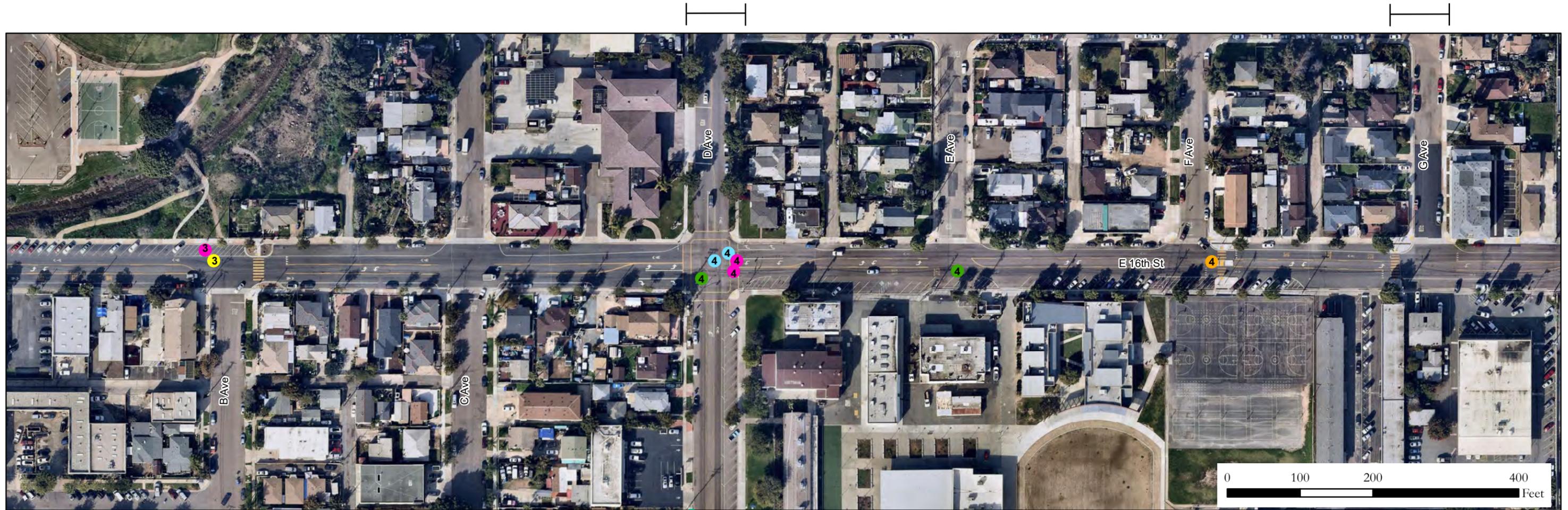
HSIP Cycle 6: Ladder crosswalks

HSIP Cycle 7: Safety lighting

HSIP Cycle 9: Protected left-turn phase

G Avenue / 16th Street intersection

HSIP Cycle 7: Safety lighting



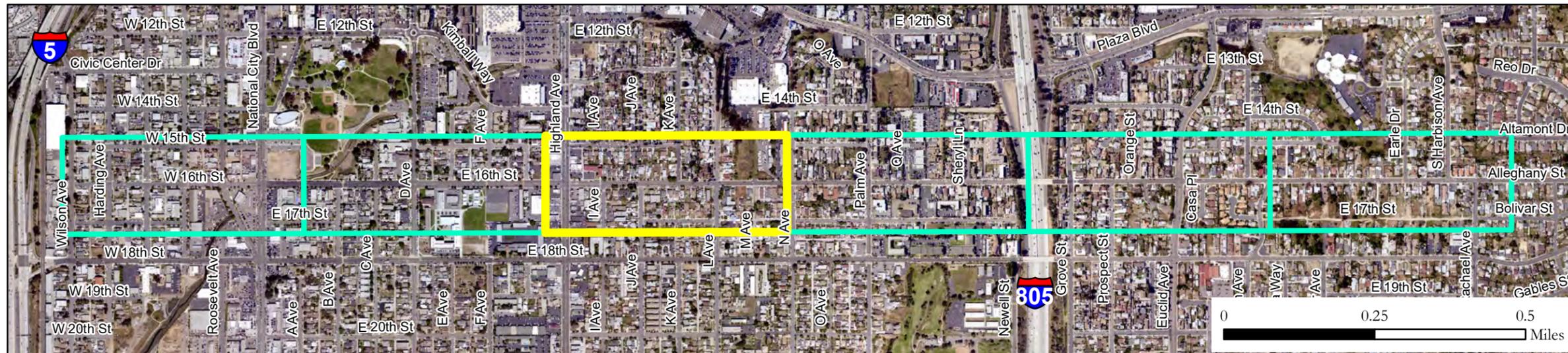
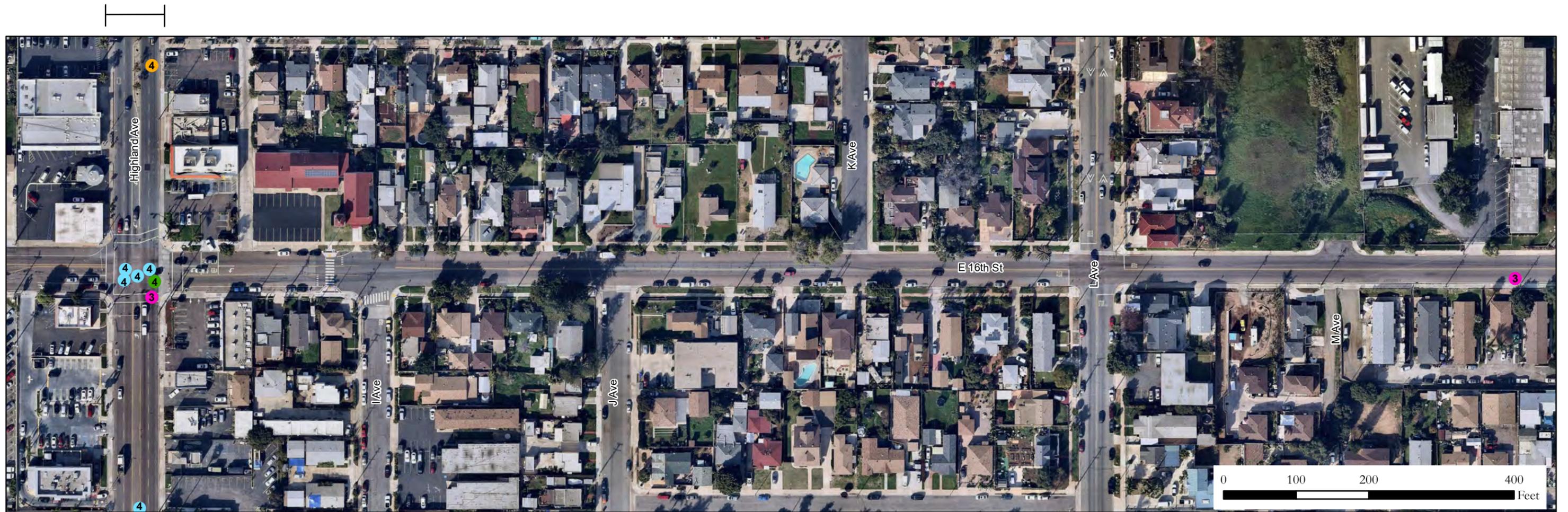
Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Blue	Overturned		
● Brown	Other/Not Stated		

National City SSARP - 16th Street Corridor

Figure 5-9
B Avenue to G Avenue

HSIP Cycle 6: Protected left-turn phase and additional signal heads
 HSIP Cycle 9: Emergency vehicle preemption



Type of Collision Severity

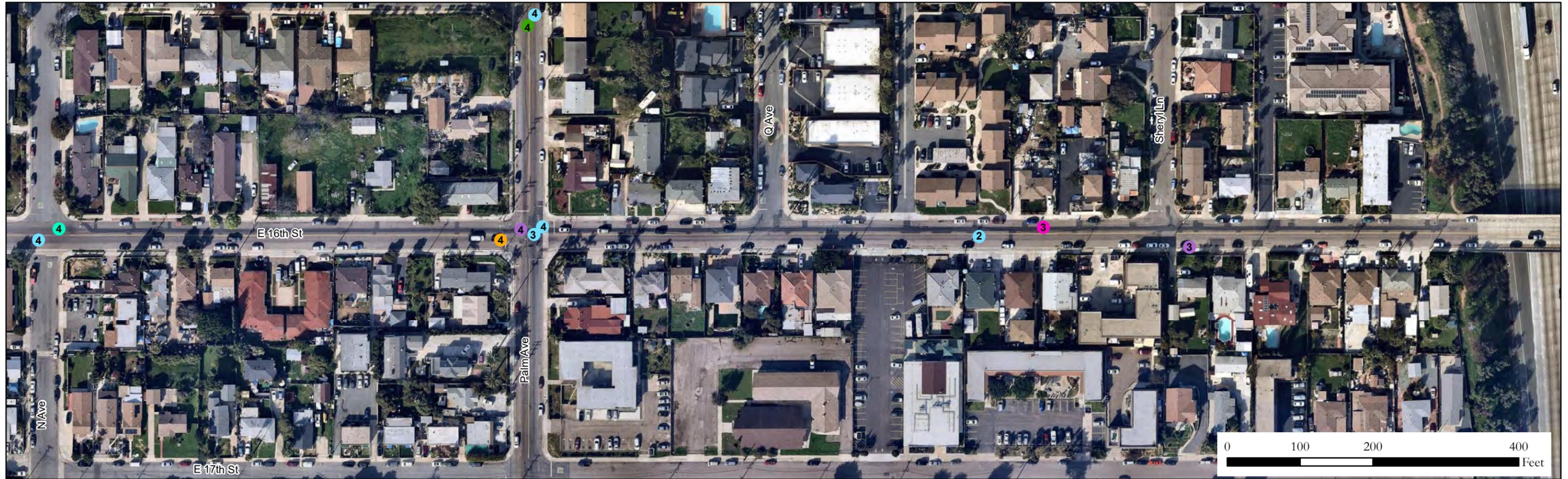
● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Blue	Overturned		
● Brown	Other/Not Stated		

N

National City SSARP - 16th Street Corridor

Figure 5-9
 Highland Avenue to M Avenue

Palm Avenue / 16th Street intersection
 HSIP Cycle 7: Signal equipment upgrade
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Protected left-turn phase



Type of Collision Severity

● Broadside	1 Fatal
● Rear End	2 Severe Injury
● Pedestrian/Vehicle	3 Other Visible Injury
● Head-On	4 Complaint of Pain
● Bicycle/Vehicle	
● Hit Object	
● Sideswipe	
● Overturned	
● Other/Not Stated	

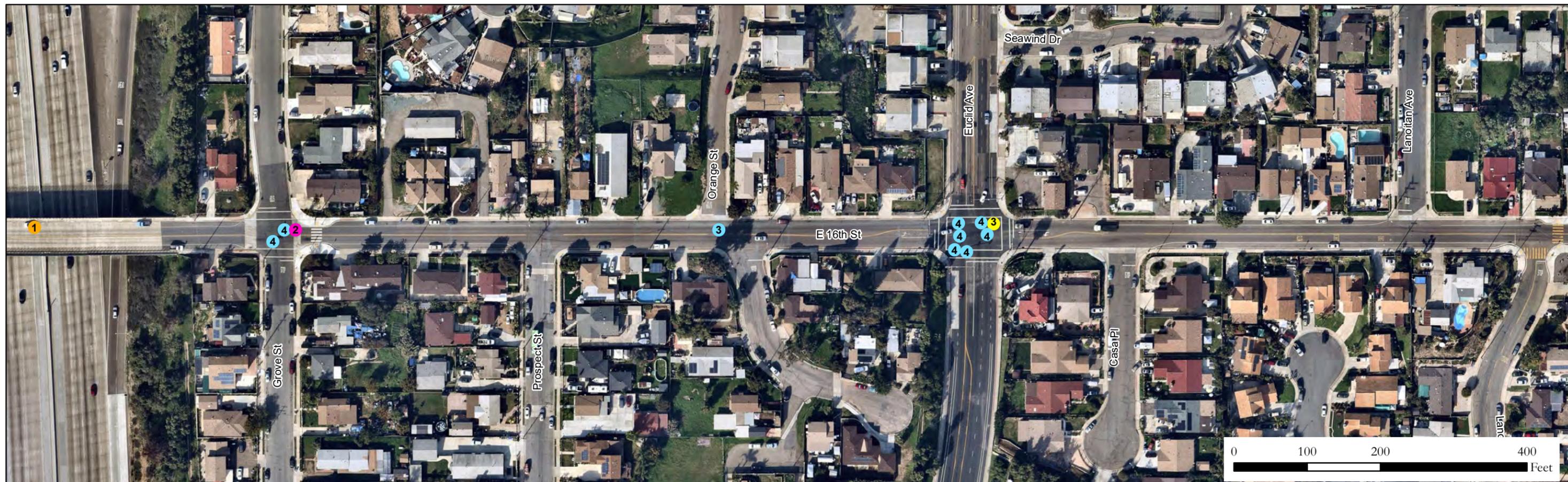
N

National City SSARP - 16th Street Corridor

Figure 5-9
 N Avenue to Interstate 805

Grove Street / 16th Street
No collisions since bulb-outs were implemented

- Euclid Avenue / 16th Street intersection
- Improve signal hardware: back-plates with retroreflective borders
 - Provide high visibility crosswalks
- HSIP Cycle 6: Signal equipment upgrades
HSIP Cycle 7: Crosswalks
HSIP Cycle 8: Safety lighting
HSIP Cycle 9: Emergency vehicle preemption



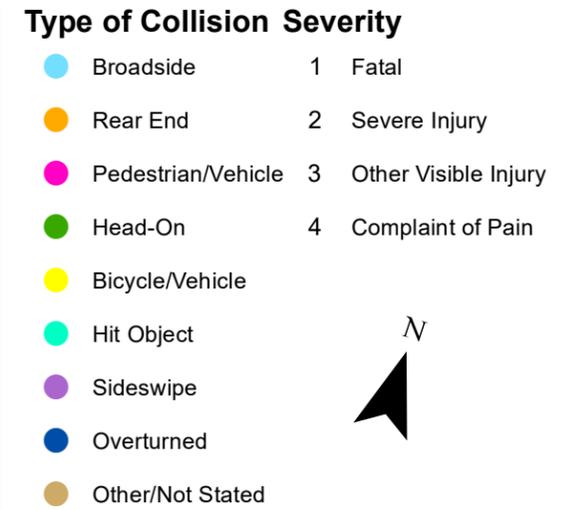
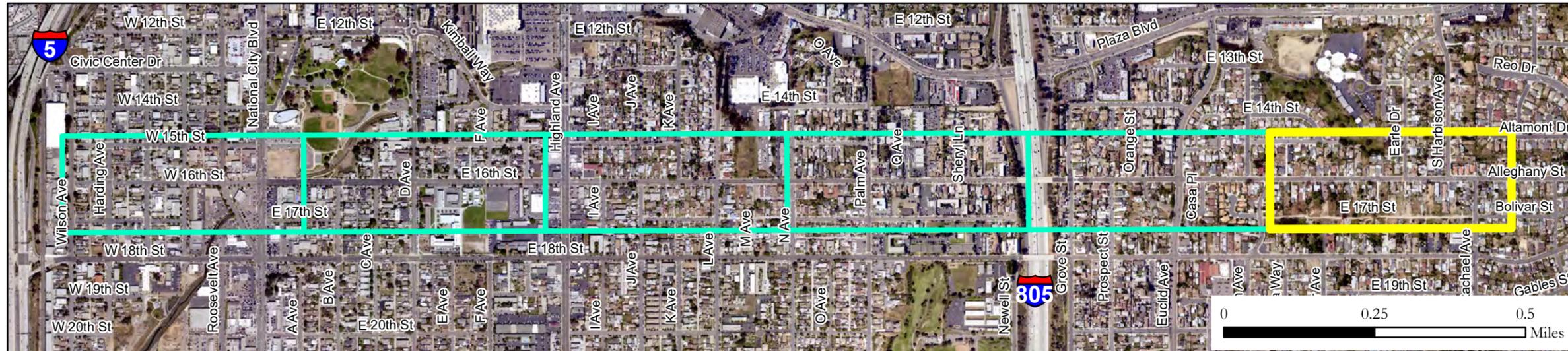
Type of Collision Severity

● (Cyan)	Broadside	1	Fatal
● (Yellow)	Rear End	2	Severe Injury
● (Pink)	Pedestrian/Vehicle	3	Other Visible Injury
● (Green)	Head-On	4	Complaint of Pain
● (Yellow)	Bicycle/Vehicle		
● (Cyan)	Hit Object		
● (Purple)	Sideswipe		
● (Blue)	Overturned		
● (Brown)	Other/Not Stated		



National City SSARP - 16th Street Corridor

Figure 5-9
Interstate 805 to Lanoitan Avenue



National City SSARP - 16th Street Corridor

Figure 5-9
Lanoitan Avenue to National City Limits

18th Street

Table 5-11 summarizes the recommended countermeasures along 18th Street. Collision locations, crash type, and level of injury severity for records along 18th Street are depicted in **Figure 5-10**. The graphic also identifies the recommendations and any previous or underway efforts that may address potential safety issues. Site specific issues and the resulting countermeasures are documented in **Appendix C**.

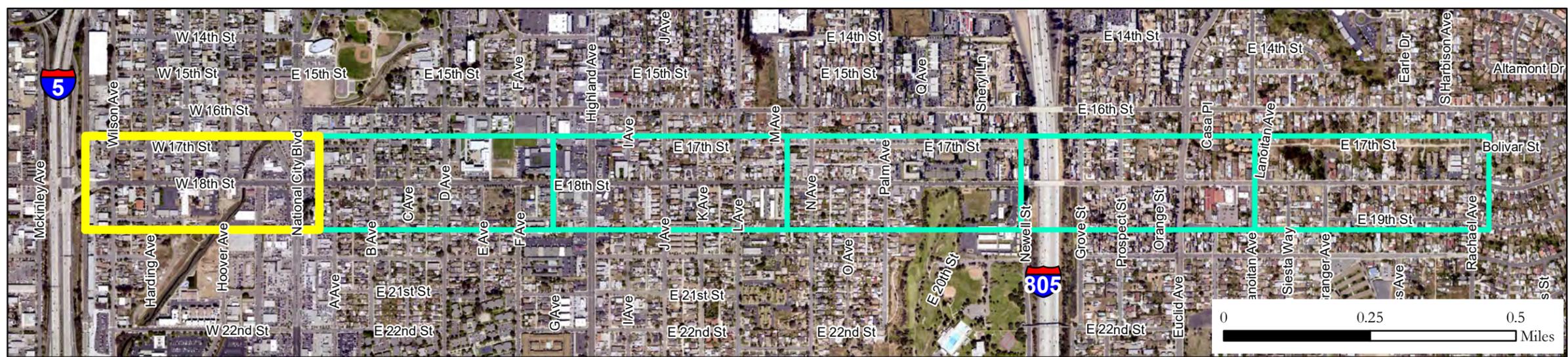
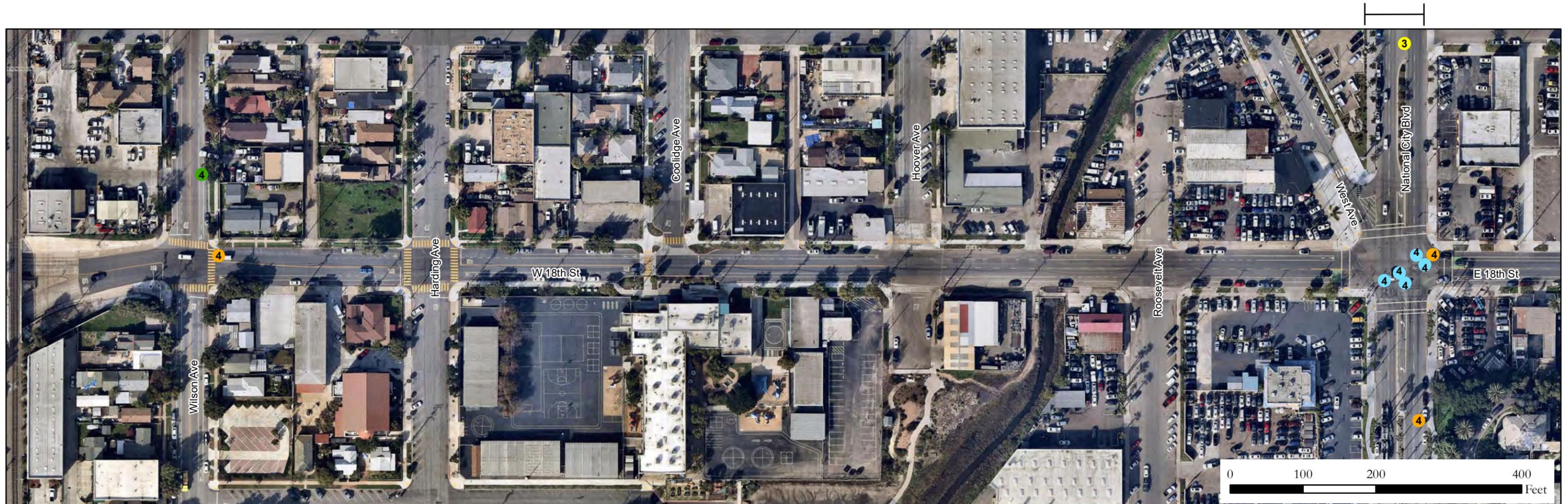
This roadway includes:

- One intersection that experienced multiple severe injury collisions: two pedestrian collisions at Highland Avenue / 18th Street (both severe injuries). A total of eight pedestrian collisions were reported at this intersection.
- Three intersections with high collision frequencies:
 - Highland Avenue / 18th Street (20 total collisions)
 - National City Boulevard / 18th Street (6 total collisions)
 - Euclid Avenue / 18th Street (6 total collisions)
- One segment that experienced a severe injury collision: pedestrian collision between Granger Avenue and Rachel Avenue (severe injury)
- One segment with high collision frequency: between Palm Avenue and Newell Street (6 total collisions)
- Three pedestrian collisions were reported at two adjacent side street stop-controlled intersections: two at J Avenue / 18th Street and one at K Avenue / 18th Street. Additional pedestrian involved collisions were reported at intersections to the east and west.
- Three bicycle involved collisions were reported between L Avenue and O Avenue

Table 5-11 18th Street Countermeasure Summary

Recommended Countermeasures ¹	Location(s)
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersection at: <ul style="list-style-type: none"> National City Boulevard / 18th Street ((northbound and southbound approaches)
S2 Improve signal hardware (provide back-plates with retroreflective borders)	Signal heads at: <ul style="list-style-type: none"> National City Boulevard / 18th Street Euclid Avenue / 18th Street
S3 Improve signal timing (provide NO RIGHT ON RED signage)	Signalized intersection at: <ul style="list-style-type: none"> Highland Avenue / 18th Street (southbound approach)
S17PB Install pedestrian countdown signal heads	Existing signalized intersection crossing legs at: <ul style="list-style-type: none"> Highland Avenue / 18th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections (unless otherwise noted): <ul style="list-style-type: none"> Highland Avenue / 18th Street L Avenue / 18th Street Euclid Avenue / 18th Street
S20PB Install advance stop bar before crosswalk	All legs of the following intersection: <ul style="list-style-type: none"> Highland Avenue / 18th Street
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	All legs of the following intersection: <ul style="list-style-type: none"> Highland Avenue / 18th Street
NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Provide high visibility marked crosswalks with advance yield/stop markings at the following locations: <ul style="list-style-type: none"> J Avenue / 18th Street K Avenue / 18th Street (south and east legs) Provide curb extensions at the following locations: <ul style="list-style-type: none"> J Avenue / 18th Street K Avenue / 18th Street (south and east legs)
R01 Add segment lighting	Install/enhance along the following segment: <ul style="list-style-type: none"> 18th Street, from J Avenue to L Avenue
Install curb extensions (non-LRSM countermeasure at signalized intersections)	At the intersection of: <ul style="list-style-type: none"> L Avenue / 18th Street

- National City Boulevard / 18th Street intersection
 - Provide signalhead for each through lane (NB/SB approaches).
 - Improve signal hardware: back-plates with retroreflective borders.
- HSIP Cycle 6: Signal equipment upgrade
- HSIP Cycle 8: Safety lighting
- HSIP Cycle 9: Emergency vehicle preemption



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Yellow	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Light Blue	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overtaken		
● Brown	Other/Not Stated		

National City SSARP - 18th Street Corridor

Figure 5-10
Wilson Avenue to National City Boulevard

D Avenue / 18th Street intersection
 HSIP Cycle 6: Ladder crosswalks
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption & protected left-turn phase

F Avenue / 18th Street intersection
 HSIP Cycle 7: Safety lighting



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overturned		
● Brown	Other/Not Stated		

N

National City SSARP - 18th Street Corridor

Figure 5-10
 B Avenue to F Avenue

Highland Avenue / 18th Street intersection

- Provide high visibility continental crosswalks with advanced stop bars.
- Provide pedestrian countdown signal heads with lead pedestrian intervals.
- Provide NO RIGHT ON RED signage.

HSIP Cycle 6: Protected left-turn phase and additional signal heads

HSIP Cycle 9: Emergency vehicle preemption

J Avenue to L Avenue

- Provide high visibility continental crosswalks (all legs of J Avenue, south and east legs of K Avenue, all legs of L Avenue)
- Provide advanced stop bars and advanced yield markings at J and K Avenue
- Provide bulb-outs on corners at J Avenue, K Avenue and L Avenue
- Provide street lighting along roadway segment

L Avenue / 18th Street intersection

HSIP Cycle 7: Signal equipment upgrades

HSIP Cycle 8: Pedestrian countdown signalheads & safety lighting

HSIP Cycle 9: Emergency vehicle preemption & protected left-turn phase



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overtaken		
● Brown	Other/Not Stated		

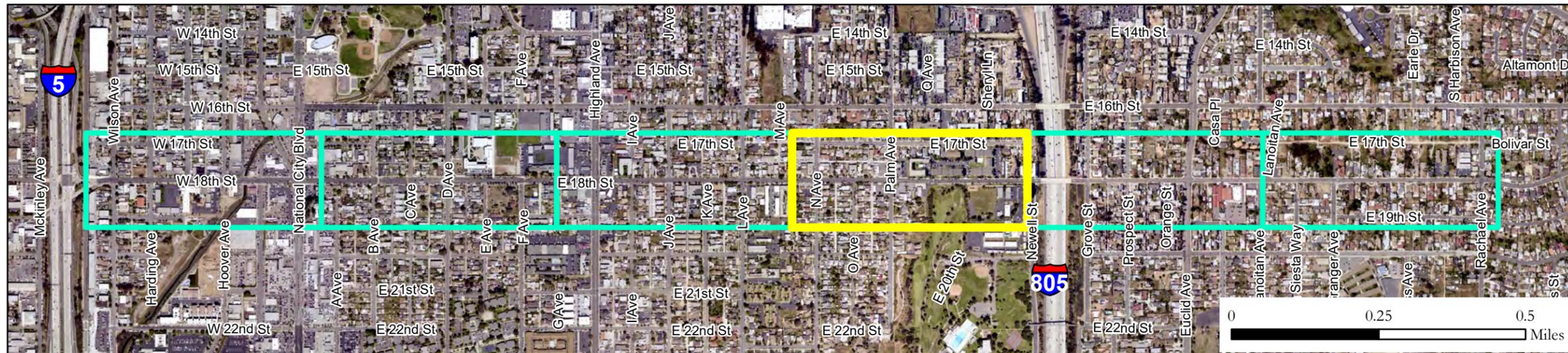


National City SSARP - 18th Street Corridor

Figure 5-10
G Avenue to L Avenue

Between D Avenue and Palm Avenue
 HSIP Cycle 6: Bike Lanes

Palm Avenue / 18th Street intersection
 HSIP Cycle 7: Signal equipment upgrades
 HSIP Cycle 8: Pedestrian countdown signal heads & safety lighting
 HSIP Cycle 9: Emergency vehicle preemption & protected left-turn phase



Type of Collision Severity

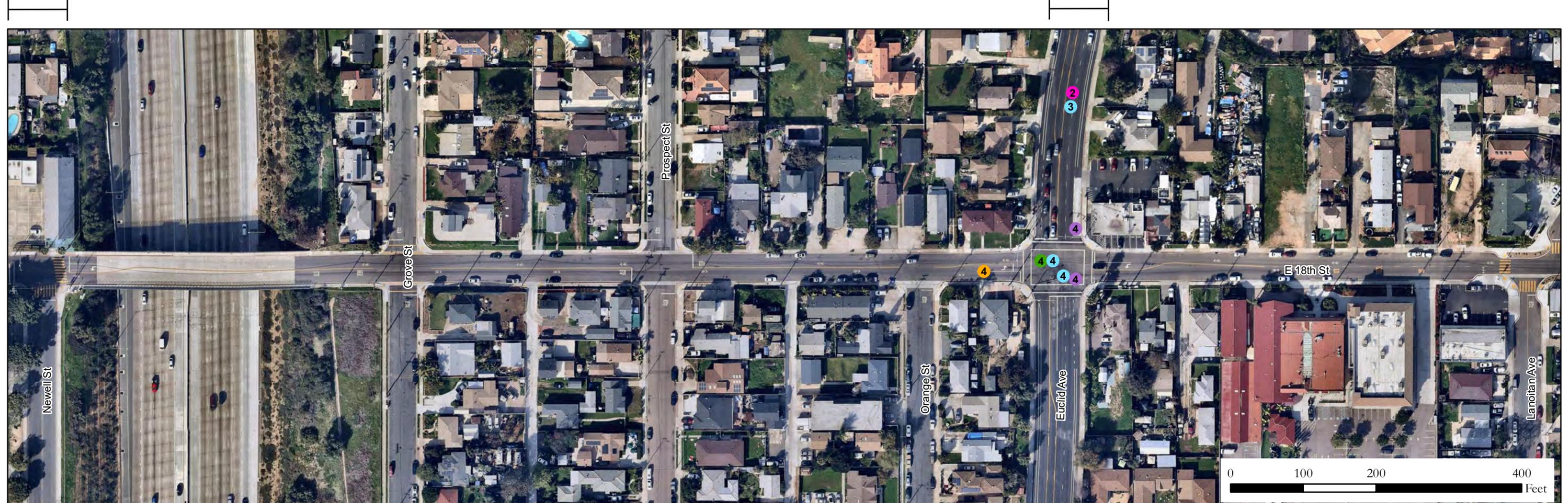
● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Blue	Overturned		
● Brown	Other/Not Stated		

National City SSARP - 18th Street Corridor

Figure 5-10
 N Avenue to Newell Street

Newell Street / 18th Street intersection
 HSIP Cycle 7: Signal equipment upgrades
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Euclid Avenue / 18th Street intersection
 ■ Improve signal hardware: back-plates with retroreflective borders
 ■ Provide high visibility crosswalks
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Crosswalks
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

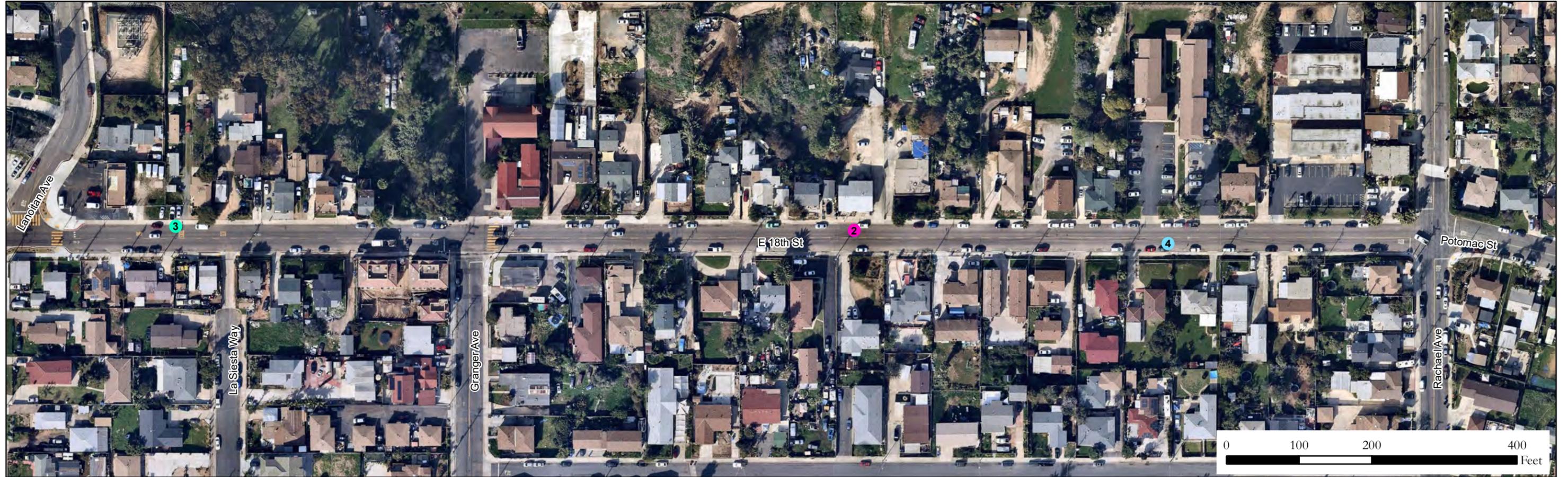


Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overtaken		
● Brown	Other/Not Stated		

National City SSARP - 18th Street Corridor

Figure 5-10
 Newell Street to Lanoitan Avenue



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Red	Hit Object		
● Purple	Sideswipe		
● Dark Blue	Overturned		
● Brown	Other/Not Stated		

N

National City SSARP - 18th Street Corridor

Figure 5-10
Lanoitan Avenue to Rachael Avenue (National City Limits)

30th Street / Sweetwater Road

Table 5-12 summarizes the recommended countermeasures along 30th Street / Sweetwater Road. Collision locations, crash type, and level of injury severity for records along 30th Street / Sweetwater Road are depicted in **Figure 5-11**. The graphic also identifies the recommendations and any previous or underway efforts that may address potential safety issues. Site specific issues and the resulting countermeasures are documented in **Appendix C**.

This roadway includes:

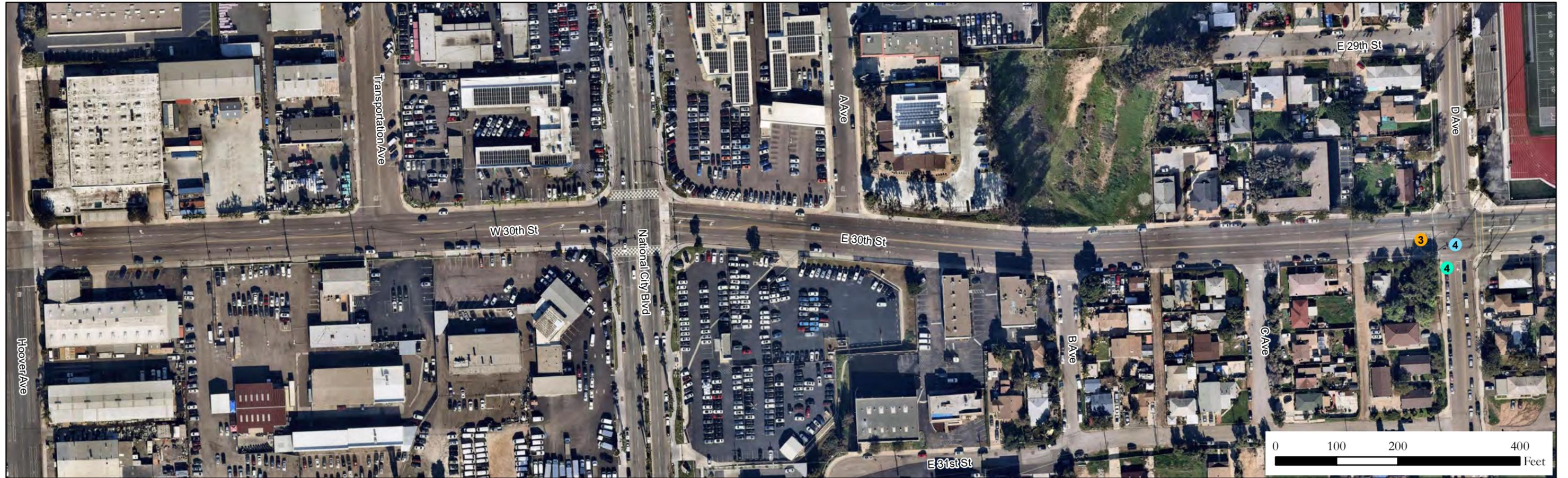
- Five intersections that experienced a severe or fatal injury collision:
 - Pedestrian collision at M Avenue / Shopping Center Driveway / 30th Street (severe injury)
 - Head-on collision at Prospect Street / Sweetwater Road (severe injury)
 - Broadside collision at Valley Road / Sweetwater Road (severe injury)
 - Pedestrian collision at Paseo De Paz / Sweetwater Road (severe injury)
 - Hit Object Collision at Calmoor Street / Sweetwater Road (fatal injury)
- One intersection with high collision frequency: 30th Street / Highland Avenue (9 total collisions)
- Two segments that experienced a severe/fatal injury collision:
 - Pedestrian collision between Highland Avenue and I Avenue (fatal injury)
 - Hit object collision between N Avenue and N 2nd Avenue (severe injury)
 - Pedestrian collision between N 2nd Avenue and Grove Street (fatal injury)
- One segment with high collision frequency: between Highland Avenue and L Avenue (7 total collisions)

Table 5-12 30th Street / Sweetwater Road Countermeasure Summary

Recommended Countermeasures ¹	Location(s)
S2 Improve signal hardware (provide overhead mounted signal head for each through lane)	Signalized intersections at: <ul style="list-style-type: none"> Highland Avenue / 30th Street
S18PB Install pedestrian crossing (high visibility continental crosswalks)	All legs of the following intersections (unless otherwise noted): <ul style="list-style-type: none"> Highland Avenue / 30th Street
S21PB Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	Existing signalized intersection crossing legs at: <ul style="list-style-type: none"> Highland Avenue / 30th Street
NS06 Install/upgrade larger or additional stop signs or other intersection warning regulatory signs	Provide DO NOT CROSS pedestrian signage at the following locations: <ul style="list-style-type: none"> I Avenue / 30th Street (east and west legs to prevent pedestrians from crossing 30th Street) Provide NO LEFT TURN signage at the following location: <ul style="list-style-type: none"> Sweetwater Square Driveway exit / 30th Street
R8 Install raised median (provide turn pockets at intersections and major driveways)	Install along the following segment: <ul style="list-style-type: none"> 30th Street, from Highland Avenue to J Avenue
R26 Install dynamic/variable speed warning signs	Install along the following segment: <ul style="list-style-type: none"> 30th Street / Sweetwater Road, from Stockman Street / Plaza Bonita Road to Plaza Bonita Center Way
R33PB Install separated bike lanes	Install along the following segment: <ul style="list-style-type: none"> 30th Street, from Hoover Street to 2nd Avenue

National City Boulevard / 30th Street intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Crosswalks
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

D Avenue / 30th Street intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 8: Pedestrian countdown signal heads



Type of Collision Severity

●	Broadside	1	Fatal
●	Rear End	2	Severe Injury
●	Pedestrian/Vehicle	3	Other Visible Injury
●	Head-On	4	Complaint of Pain
●	Bicycle/Vehicle		
●	Hit Object		
●	Sideswipe		
●	Overturned		
●	Other/Not Stated		

N

National City SSARP - 30th Street & Sweetwater Road Corridor

Figure 5-11
 Hoover Avenue to D Avenue

F Avenue / 30th Street intersection
 HSIP Cycle 7: Safety lighting

Highland Avenue / 30th Street intersection

- Provide high visibility continental crosswalks with advanced stop bars.
- Provide signalhead for each through lane and left-turn lane on all approaches.
- Provide lead pedestrian intervals

HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Install lighting
 HSIP Cycle 9: Emergency vehicle preemption

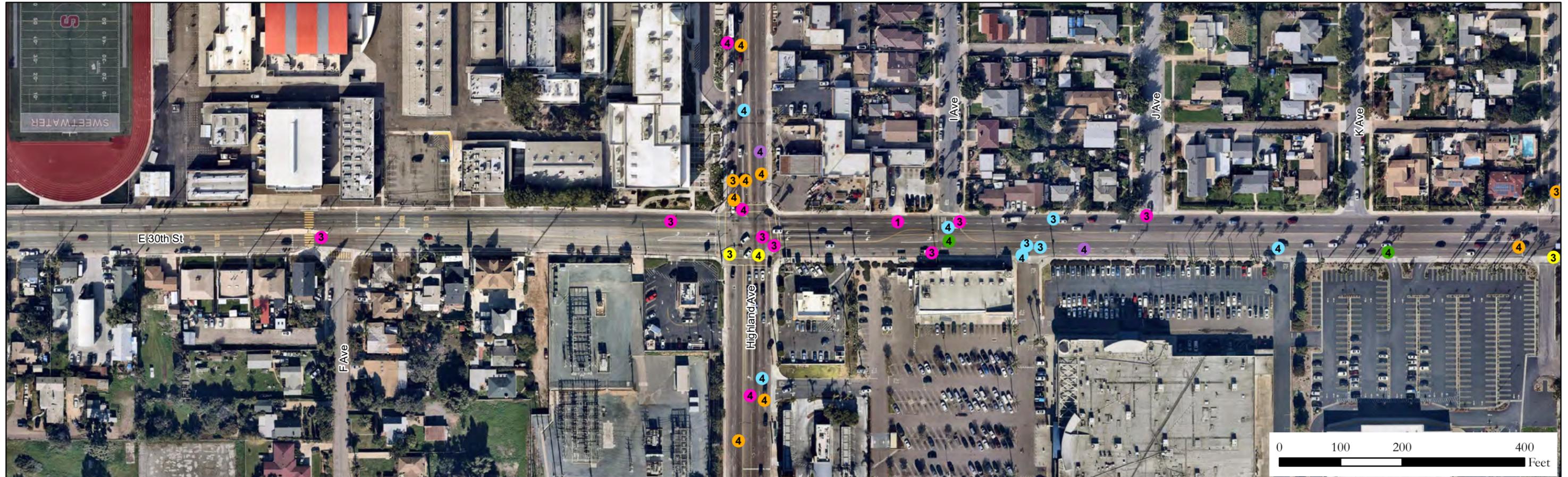
Between Highland Avenue and J Avenue

- Install raised median with turn pockets
- Provide DO NOT CROSS pedestrian signage at I Avenue intersection.
- Provide NO LEFT TURN R3-2 Sign at Sweetwater Square Driveway exit

Between Highland Avenue and 2nd Avenue

- Provide bike lanes and prohibit on-street parking

L Avenue / 30th Street intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Crosswalks
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption



Type of Collision Severity

● Blue	Broadside	1	Fatal
● Orange	Rear End	2	Severe Injury
● Pink	Pedestrian/Vehicle	3	Other Visible Injury
● Green	Head-On	4	Complaint of Pain
● Yellow	Bicycle/Vehicle		
● Cyan	Hit Object		
● Purple	Sideswipe		
● Blue	Overtaken		
● Brown	Other/Not Stated		

N

National City SSARP - 30th Street & Sweetwater Road Corridor

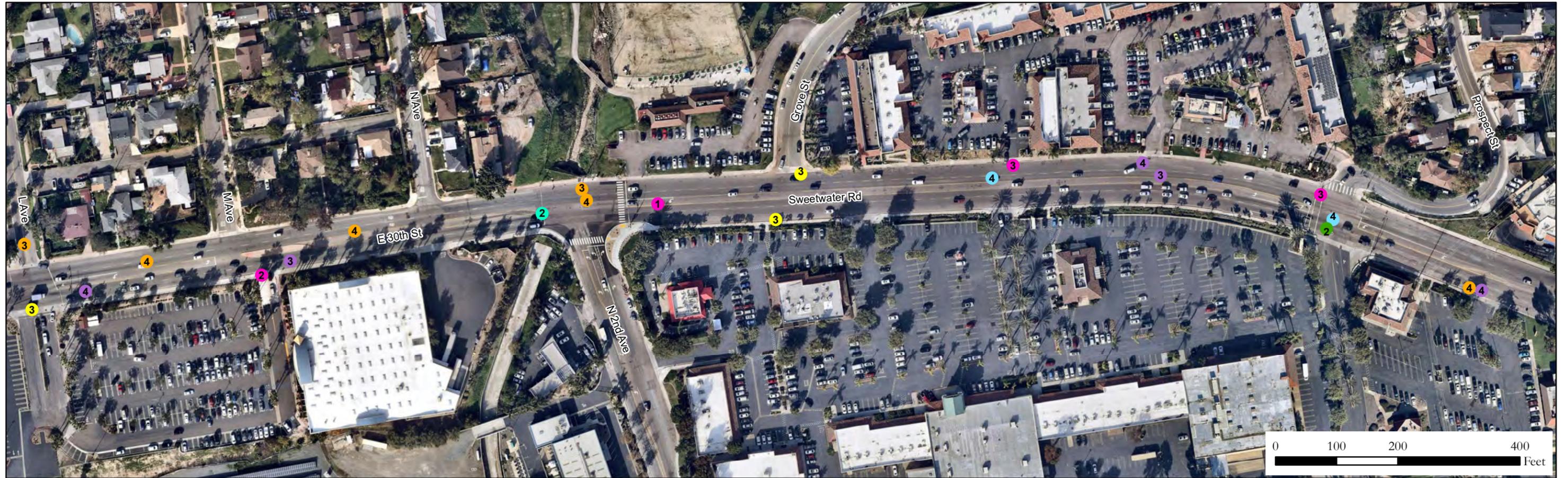
Figure 5-11
 F Avenue to K Avenue

2nd Avenue / 30th Street intersection
 HSIP Cycle 6: Pedestrian crossing and bulb-outs; signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Prospect Street / 30th Street intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Crosswalks
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Between Highland Avenue and 2nd Avenue
 ■ Provide bike lanes and prohibit on-street parking

Between 2nd Avenue and Plaza Bonita Road / Stockman Street
 ■ Provide protected bike lanes and prohibit on-street parking



Type of Collision Severity

● Broadside	1 Fatal
● Rear End	2 Severe Injury
● Pedestrian/Vehicle	3 Other Visible Injury
● Head-On	4 Complaint of Pain
● Bicycle/Vehicle	
● Hit Object	
● Sideswipe	
● Overturned	
● Other/Not Stated	

National City SSARP - 30th Street & Sweetwater Road Corridor

Figure 5-11
 L Avenue to Prospect Street

Between 2nd Avenue and Plaza Bonita Road / Stockman Street
 ■ Provide protected bike lanes and prohibit on-street parking



Type of Collision Severity

● Broadside	1 Fatal
● Rear End	2 Severe Injury
● Pedestrian/Vehicle	3 Other Visible Injury
● Head-On	4 Complaint of Pain
● Bicycle/Vehicle	
● Hit Object	
● Sideswipe	
● Overturned	
● Other/Not Stated	

N

National City SSARP - 30th Street & Sweetwater Road Corridor

Figure 5-11
 Euclid Avenue to Cypress Street

Valley Road / 30th Street intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 8: Pedestrian countdown signal heads
 HSIP Cycle 9: Emergency vehicle preemption

Stockman Street / Plaza Bonita Road / Sweetwater Road intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 8: Pedestrian countdown signal heads
 HSIP Cycle 9: Emergency vehicle preemption

Ring Road / Sweetwater Road
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Crosswalks and pedestrian countdown signal heads
 HSIP Cycle 8: Safety lighting
 HSIP Cycle 9: Emergency vehicle preemption

Between 2nd Avenue and Plaza Bonita Road / Stockman Street
 Provide protected bike lanes and prohibit on-street parking

Between Plaza Bonita Road and Plaza Bonita Centerway
 Provide dynamic/variable speed limit signs
 HSIP Cycle 8: Install raised median with turn pockets



Type of Collision Severity

● Broadside	1 Fatal
● Rear End	2 Severe Injury
● Pedestrian/Vehicle	3 Other Visible Injury
● Head-On	4 Complaint of Pain
● Bicycle/Vehicle	
● Hit Object	
● Sideswipe	
● Overturned	
● Other/Not Stated	

N

National City SSARP - 30th Street & Sweetwater Road Corridor

Figure 5-11
 Valley Road to Ring Road

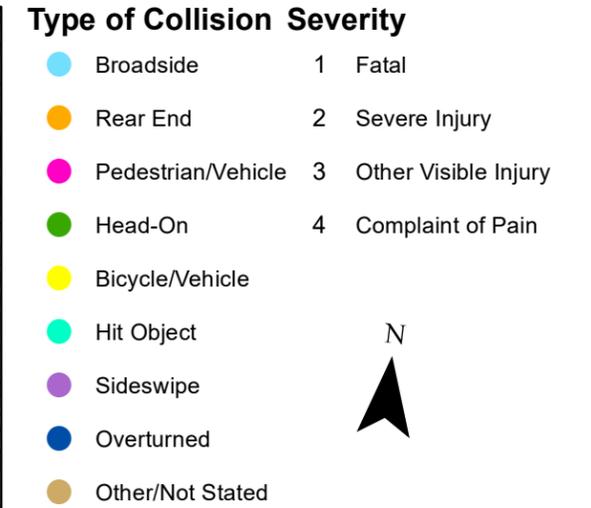
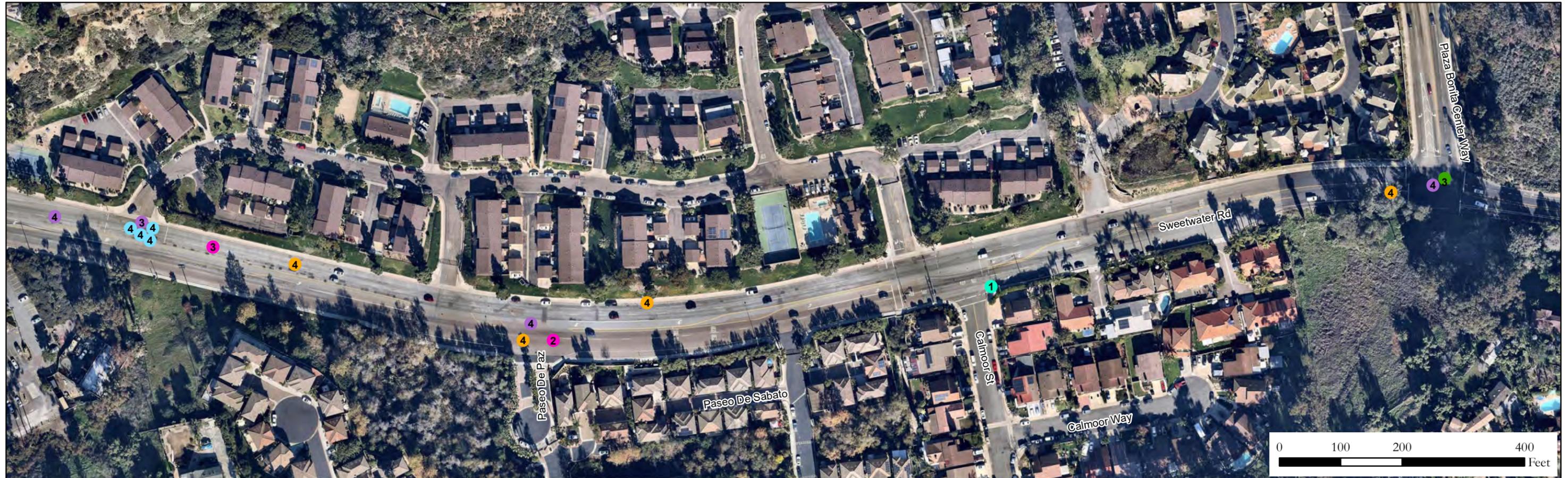
Fairlomas Road / Sweetwater Road intersection
 ■ Prohibit eastbound left turning traffic from entering the driveway during the PM peak hour.

Fairlomas Road / Sweetwater Road intersection
 ■ Provide high visibility continental crosswalks with advanced stop bars on northbound approach.

Calmoor Street / Sweetwater Road intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 8: Pedestrian countdown signal heads
 HSIP Cycle 9: Emergency vehicle preemption

Plaza Bonita Center Way / Sweetwater Road intersection
 HSIP Cycle 6: Signal equipment upgrades
 HSIP Cycle 7: Safety lighting
 HSIP Cycle 8: Pedestrian countdown signal heads

Between Plaza Bonita Road and Plaza Bonita Centerway
 ■ Provide dynamic/variable speed limit signs
 HSIP Cycle 8: Install raised median with turn pockets



National City SSARP - 30th Street & Sweetwater Road Corridor

Figure 5-11
 Ring Road to National City Limits

6. Prioritized Safety Project Scope & Crash Reduction Factors

The high collision corridor countermeasures presented in the previous chapter were reviewed to identify high priority projects to pursue grant funding for. The following factors were reviewed and considered:

- Severe/fatal injury collisions
- High frequency collision intersections and segments
- Future planned improvements
- Project location and surrounding land uses

Consistent with HSIP grant requirements a total of three countermeasures were selected for grouping into a project, including:

- S17PB: Install pedestrian countdown signal heads
- S20PB: Install advance stop bar before crosswalk (Bicycle Box)
- S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)

S17PB Install pedestrian countdown signal heads

Countermeasure S17PB consists of installing pedestrian countdown signal heads, which contain a timer display and countdown the number of seconds left to finish crossing the street. They can reassure pedestrians of the time remaining to safely cross. These signals have been shown to encourage more pedestrians to use the pushbutton rather than jaywalk. The Crash Reduction Factor for this countermeasure is 25% for pedestrian and bicycle crashes.

S20PB: Install advance stop bar before crosswalk (Bicycle Box)

Countermeasure S20PB provides the opportunity to enhance both pedestrian and bicycle safety by adding an advance stop bar before the marked crosswalk. This provides a buffer between the vehicles and the crossing pedestrians. This countermeasure may also be used to apply a bicycle box. The Crash Reduction Factor for this countermeasure is 15% for pedestrian and bicycle crashes.

S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)

Countermeasure S21PB gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Lead Pedestrian Intervals (LPI) provide (1) increased visibility of crossing pedestrians; (2) reduced conflicts between pedestrians and vehicles; (3) increased likelihood of motorists yielding to pedestrians; and (4) enhanced safety for pedestrians who may be slower to start into the intersection. The Crash Reduction Factor for this countermeasure is 60% for pedestrian and bicycle crashes.

Instead of limiting countermeasures to individual high collision corridors, a systemic approach was utilized, selecting eight intersections across multiple corridors. This process was intended to

maximize the Benefit/Cost ratio (BCR) for the project and address locations with the greatest potential safety challenges. The locations were then grouped by countermeasure type. Four final countermeasure groups were identified:

Countermeasure Group 1

S17PB Install countdown signal heads & S21PB Modify signal phasing to implement LPI

Harbison Avenue / E Plaza Boulevard

- Signalized intersection.
- 2 eastbound lanes, 2 westbound lanes, and a center left turn lane without medians.
- 2 northbound lanes, 2 southbound lanes, and a center left turn lane without medians.
- Single-family residential and commercial use area.
- One severe and one non-severe vehicle/pedestrian collisions reported.

Figure 6-1 displays conceptual graphics of the Countermeasure Group 1 proposed improvements.

Countermeasure Group 2

S20PB Install advance stop bar before crosswalk & S21PB Modify signal phasing to implement LPI

Harbison Avenue / E 8th Street

- Signalized intersection.
- 2 eastbound lanes, 2 westbound lanes, and a center left turn lane without medians on the east leg. 2 eastbound lanes, one westbound lane, and a center left turn lane without medians on the west leg.
- One northbound lane, one southbound lane and a center left turn lane without medians on the north leg. 2 northbound lanes, 2 southbound lanes, and a center left turn lane without medians on the south leg.
- Single-family and multi-family residential and commercial use area.
- 2 severe and one non-severe vehicle/pedestrian collisions reported.

E Plaza Boulevard / Highland Avenue

- Signalized intersection.
- 2 eastbound lanes, 2 westbound lanes, and a center left turn lane without medians on the east leg. 2 eastbound lanes, one westbound lane, and a left turn lane without medians on the west leg.
- One northbound lane, one southbound lane and a center left turn lane without medians on the north leg. 2 northbound lanes, 2 southbound lanes, and a center left turn lane without medians on the south leg.
- Single-family and multi-family residential and commercial use area.
- One fatal and 2 non-severe collisions reported.

Highland Avenue / E 8th Street

- Signalized intersection.
- 2 eastbound lanes, 2 westbound lanes, and a center left turn lane without medians on the east leg. 2 eastbound lanes, one westbound lane, and a left turn lane without medians on the west leg.
- 2 northbound lanes, 2 southbound lanes and a center left turn lane without medians.
- Commercial use area.
- One severe and 2 non-severe collisions reported (one broadside and 2 vehicle/pedestrian).

Figure 6-2 displays conceptual graphics of the Countermeasure Group 2 proposed improvements.

Countermeasure Group 3

S20PB Install advance stop bar before crosswalk

Highland Avenue / E 21st Street

- Signalized intersection.
- One eastbound lane, one westbound lane, and a center left turn lane without medians.
- 2 northbound lanes, 2 southbound lanes and a center left turn lane without medians.
- Single-family and multi-family residential and commercial use area.
- One fatal and one non-severe collisions reported (one vehicle/pedestrian).

Figure 6-3 displays conceptual graphics of the Countermeasure Group 3 proposed improvements.

Countermeasure Group 4

S21PB Modify signal phasing to implement LPI

Highland Avenue / E 18th Street

- Signalized intersection.
- One eastbound lane, one westbound lane, a center left turn lane without medians, eastbound bike lane and westbound bike lane.
- 2 northbound lanes, 2 southbound lanes and a center left turn lane without medians.
- Commercial use area.
- 2 severe and 6 non-severe collisions reported (5 vehicle/pedestrian).

National City Boulevard / E 8th Street

- Signalized intersection.
- One eastbound lane, 2 westbound lanes, an eastbound right turn, a center left turn lane without medians.
- Eastbound bike lane and westbound bike lane on the west leg.

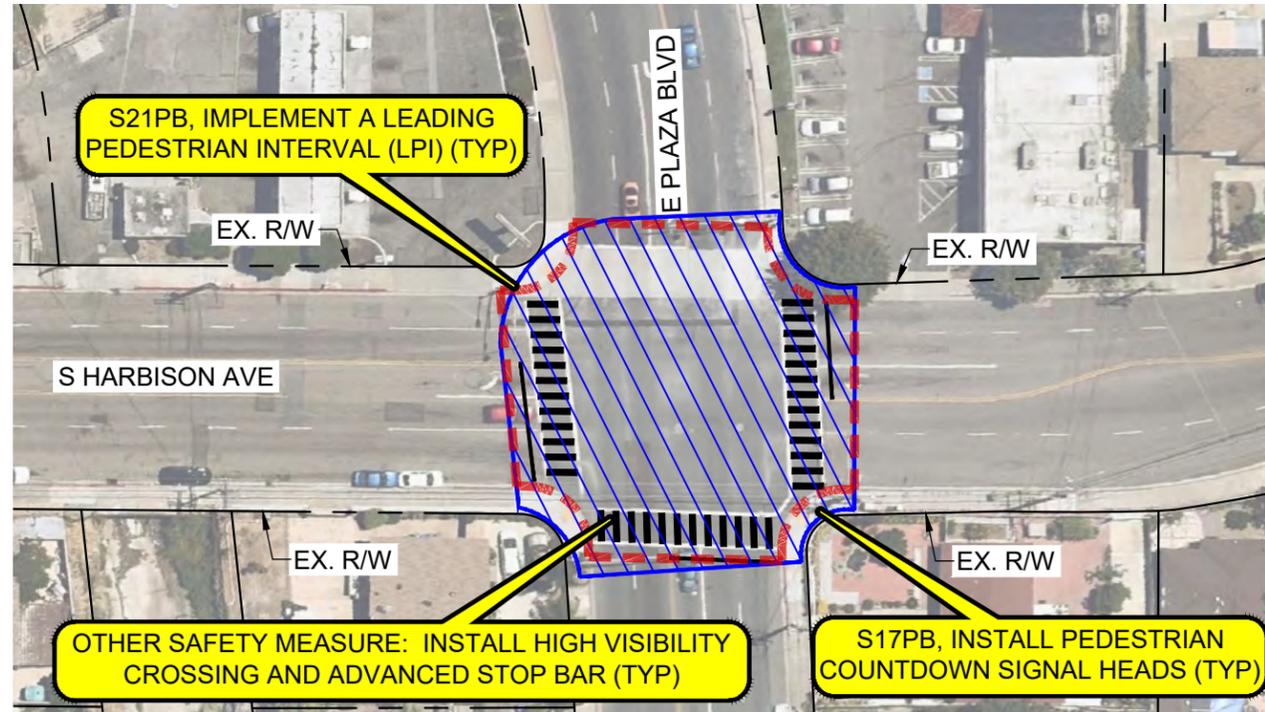
- 2 northbound lanes, 2 southbound lanes and a center left turn lane without medians.
- Commercial use area.
- One fatal and 1 non-severe vehicle-pedestrian collisions reported.

Highland Avenue / E 30th Street

- Signalized intersection.
- 2 eastbound lanes, 2 westbound lanes, a center left turn lane without medians on the west leg, and 2 center left turn lanes without medias on the east leg.
- 2 northbound lanes, 2 southbound lanes and a center left turn lane without medians.
- Educational and commercial use area. Sweetwater Union High School at the northwest corner of the intersection.
- 5 non-severe collisions reported (2 vehicle-pedestrian).

Figure 6-4 displays conceptual graphics of the Countermeasure Group 4 proposed improvements.

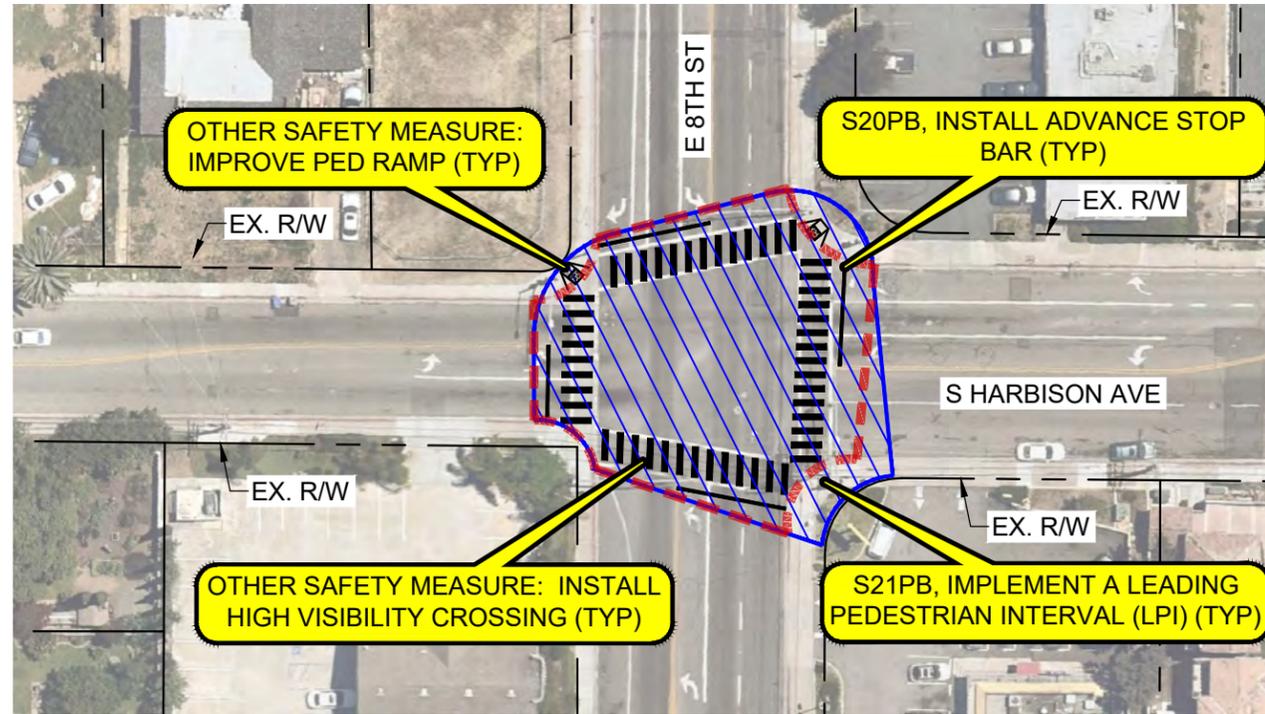
Taking these four groups into account, a benefit cost ratio (BCR) analysis of estimated project was undertaken using the HSIP Grant Cycle 10 HSIP Analyzer. The project cost is estimated at \$427,500. Given the collision history and the Crash Reduction Factors for the three countermeasures, the project benefit is estimated at \$18,238,920, for a collective Benefit/Cost ratio of 42.66. **Appendix D** provides the HSIP Analyzer.



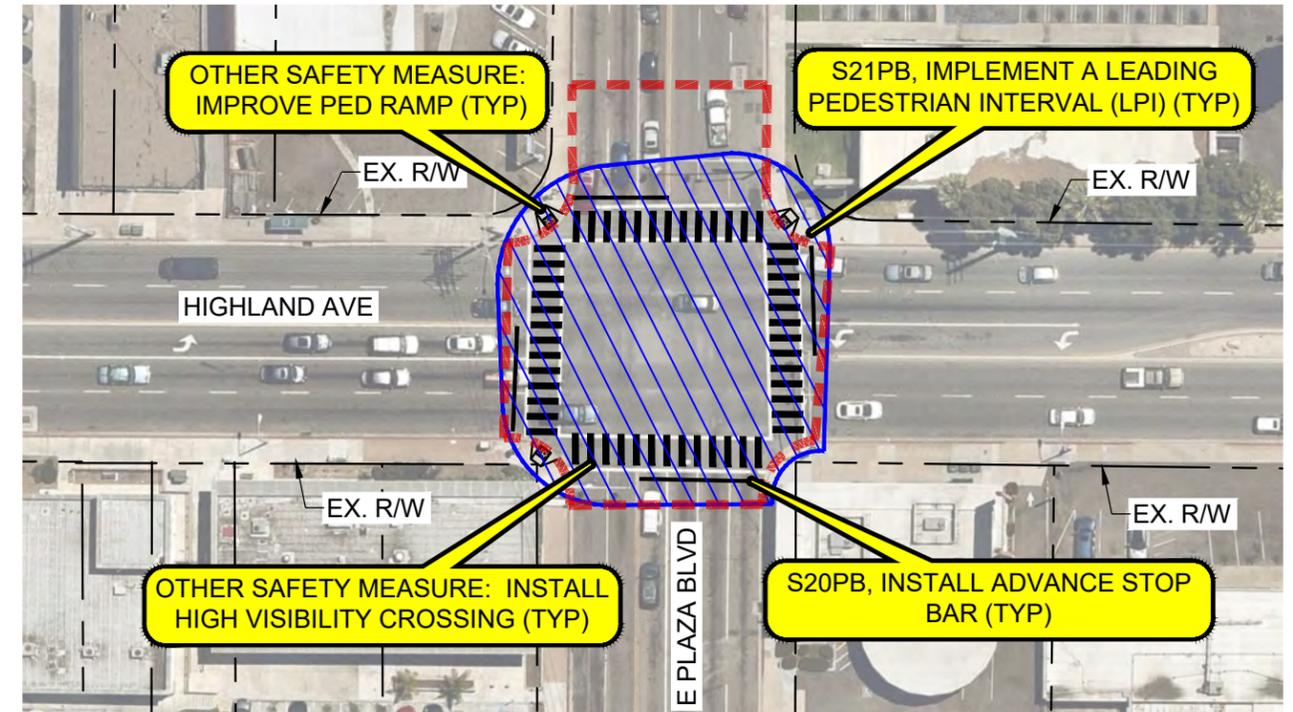
LOCATION 1 COUNTERMEASURE GROUP 1: HARBISON AVE AND E PLAZA BLVD
COUNTERMEASURE S17PB & S21PB

LEGEND

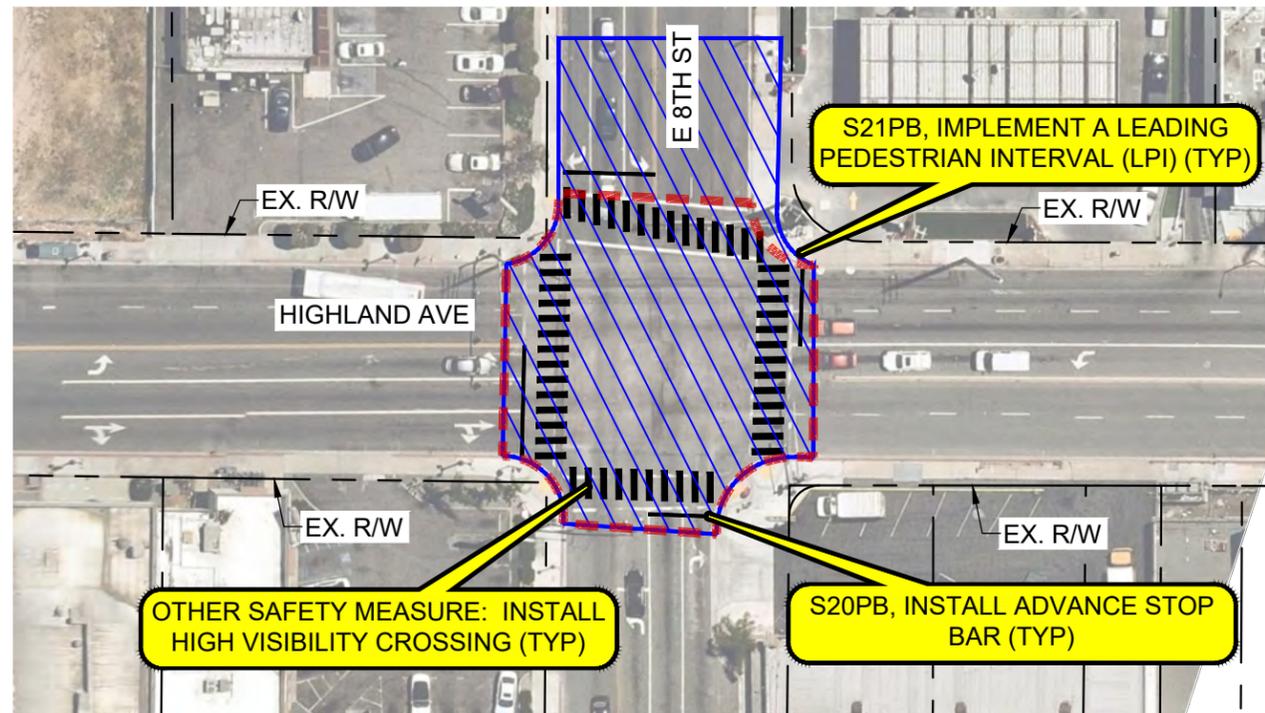
-  INFLUENCE AREA
-  CONSTRUCTION AREA



**LOCATION 2 COUNTERMEASURE GROUP 2: HARBISON AVE AND E 8TH ST
COUNTERMEASURE S20PB & S21PB**



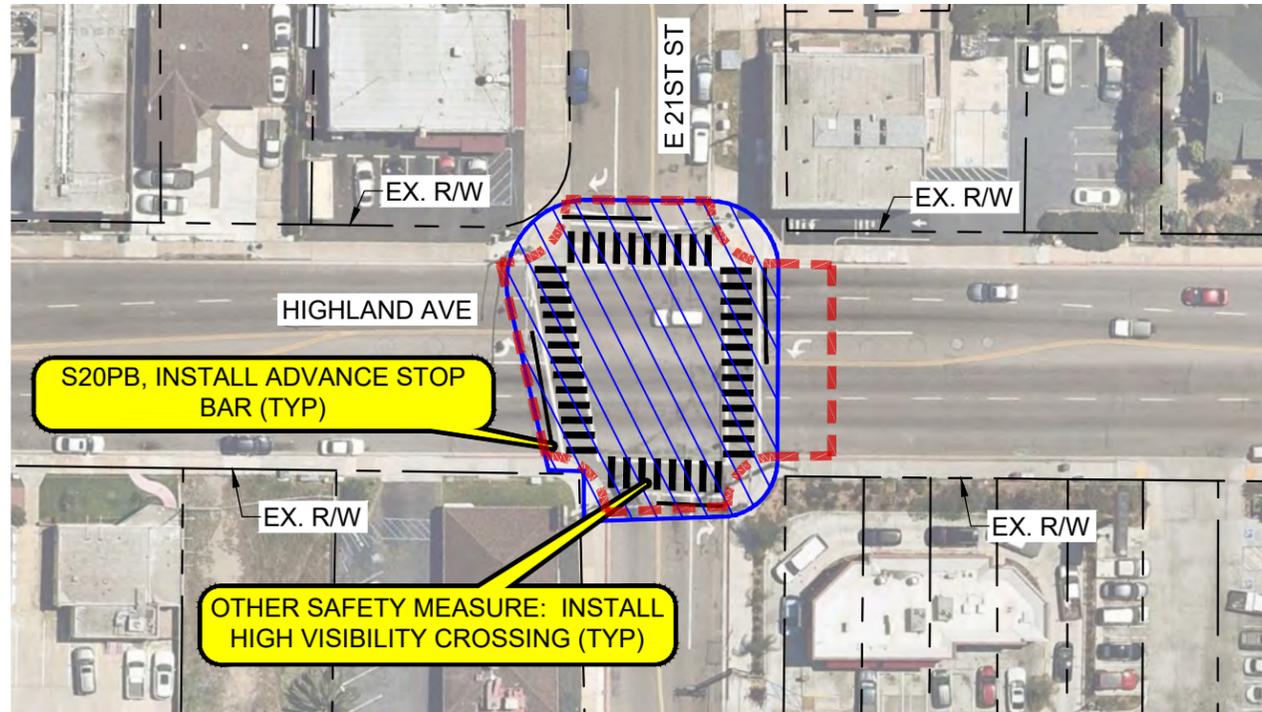
**LOCATION 3 COUNTERMEASURE GROUP 2: E PLAZA BLVD AND HIGHLAND AVE
COUNTERMEASURE S20PB & S21PB**



**LOCATION 4 COUNTERMEASURE GROUP 2: HIGHLAND AVE AND E 8TH ST
COUNTERMEASURE S20PB & S21PB**

LEGEND

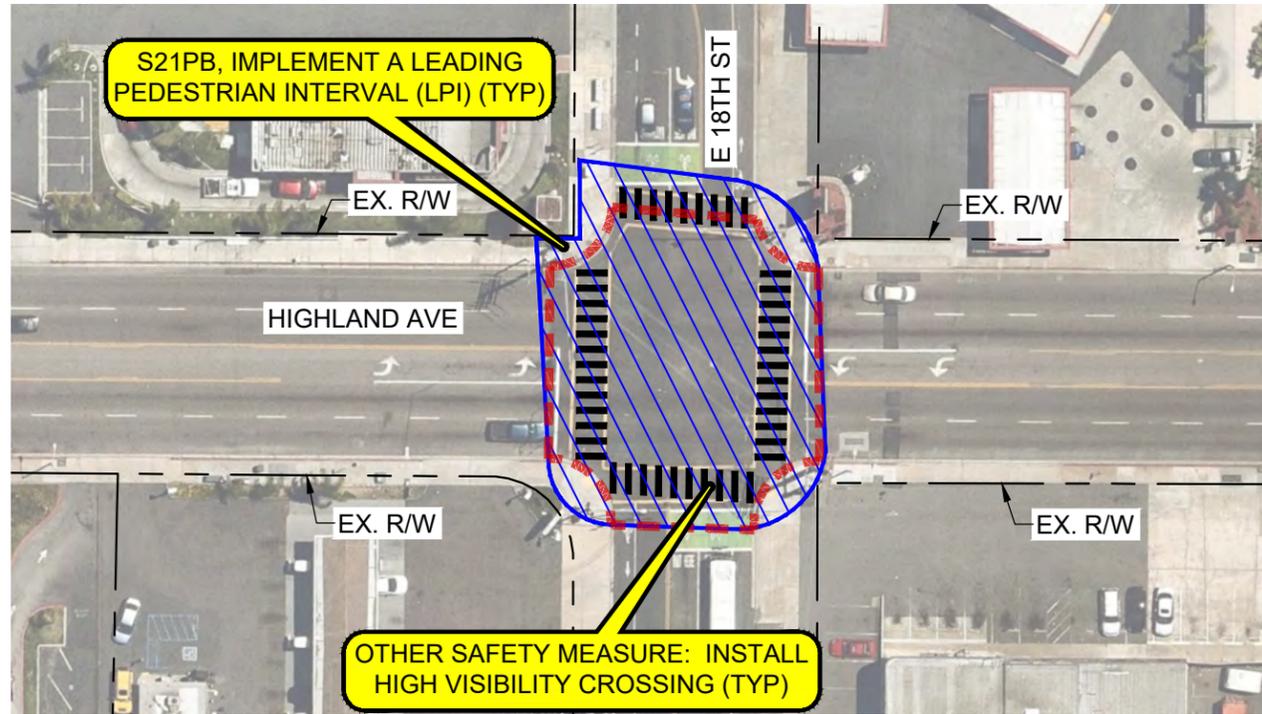
-  INFLUENCE AREA
-  CONSTRUCTION AREA



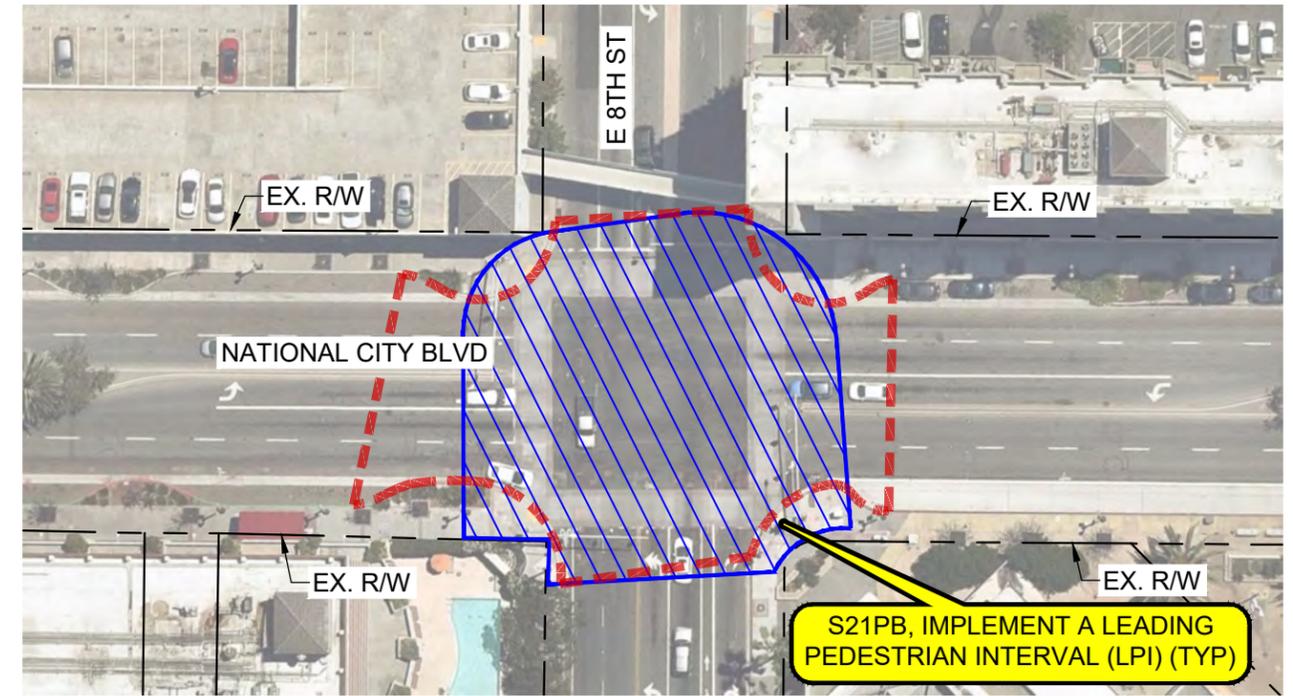
LOCATION 5 COUNTERMEASURE GROUP 3: HIGHLAND AVE AND E 21ST ST
COUNTERMEASURE S20PB

LEGEND

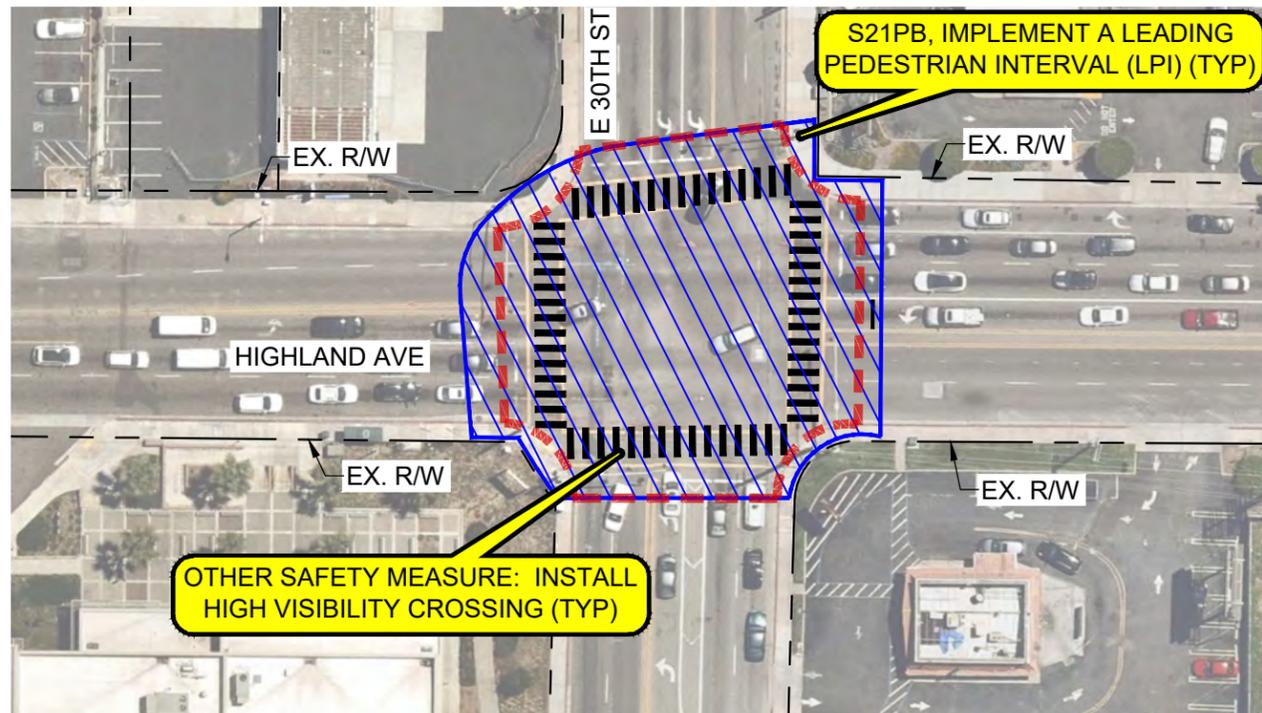
-  INFLUENCE AREA
-  CONSTRUCTION AREA



**LOCATION 6 COUNTERMEASURE GROUP 4: HIGHLAND AVE AND E 18TH ST
COUNTERMEASURE S21PB**



**LOCATION 7 COUNTERMEASURE GROUP 4: NATIONAL CITY BLVD AND E 8TH ST
COUNTERMEASURE S21PB**



**LOCATION 8 COUNTERMEASURE GROUP 4: HIGHLAND AVE AND E 30TH ST
COUNTERMEASURE S21PB**

LEGEND

-  INFLUENCE AREA
-  CONSTRUCTION AREA

Addendum to the City of National City Systemic Safety Analysis Report Program (SSARP) / Local Roadway Safety Plan (LRSP)

April 2024

Prepared For:

City of National City

Prepared By:

Kimley-Horn and Associates, Inc.



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1. Purpose of the Addendum

This Addendum amends the City of National City Systemic Safety Analysis Report Program (SSARP) / Local Roadway Safety Plan (LRSP) dated February 2021. Since the completion of the SSARP / LRSP, the City has determined the need for additional context to clarify the plan development process, improve accountability, recommend safety policy and process changes, and identify the process for ongoing monitoring and reporting. All other elements of the original document remain unchanged.

2. Community Outreach and Stakeholder Engagement

This section of the addendum provides an update on community outreach and engagement that was described in the Stakeholder Coordination subsection of Chapter 1: Introduction.

Through the process of developing the SSARP / LRSP, the City identified the need for more robust community outreach and engagement on the topic of safety. The City recently applied for and was awarded a Caltrans Sustainable Planning Grant to plan and implement Safe Routes to School projects within the City. The scope of work includes significant community outreach and engagement, including soliciting feedback about safety issues from the district superintendent, traffic operations staff, school principals, crossing guards, and the general public. The project is scheduled to begin in 2024 and is expected to be completed by 2027.

In addition to these upcoming outreach efforts, the City works closely with local law enforcement and school staff on an ongoing basis to identify safety issues. City Council commits between \$100,000 and \$200,000 annually from the General Fund to support outreach to all 10 elementary schools. Outreach activities include safety trainings, walk/bike to school events, neighborhood walk audits, and the development of educational brochures and videos on the City website.

3. Equity Considerations

This section of the addendum provides additional equity data for City staff to consider for project programming. The new equity data is intended to be used in conjunction with the prioritization factors and cost benefit analysis results that were described in Chapter 6: Prioritized Safety Project Scope & Crash Reduction Factors.

The analysis was conducted using the Climate and Economic Justice Screening Tool (CEJST), a tool used to score census tracts in the state of California on a system of metrics used to identify disadvantaged communities. The metrics used are indicators of burdens that disadvantaged communities face related to climate change, the environment, health, and economic opportunity.

Twelve (12) census tracts out of fourteen (14) are identified as disadvantaged communities in the City of National City, as shown in **Figure 1**.

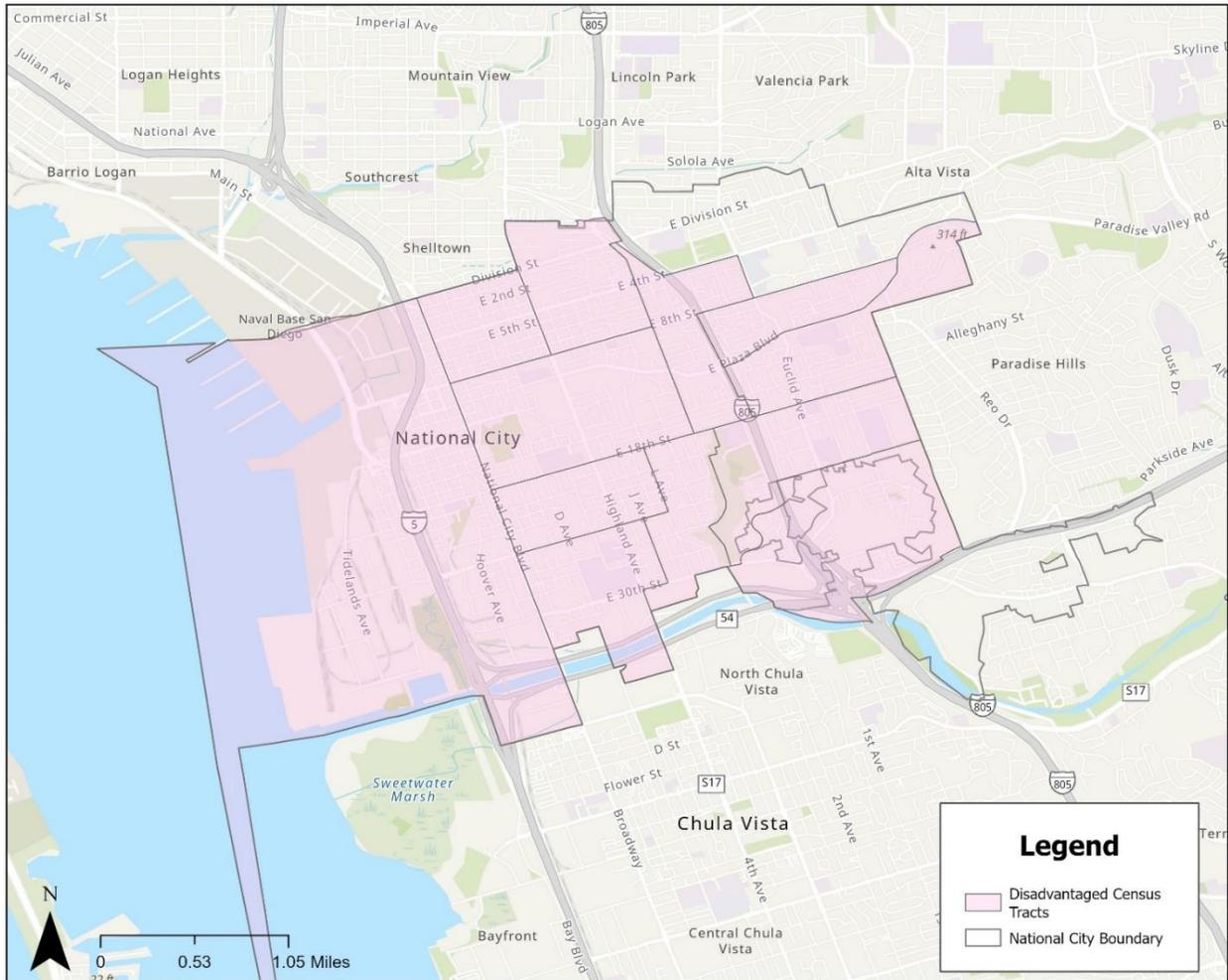


Figure 1: Climate and Economic Justice Census Tracts – Disadvantaged

Figure 2 shows the location of low-income census tracts. Eleven (11) out of fourteen (14) tracts are low-income.

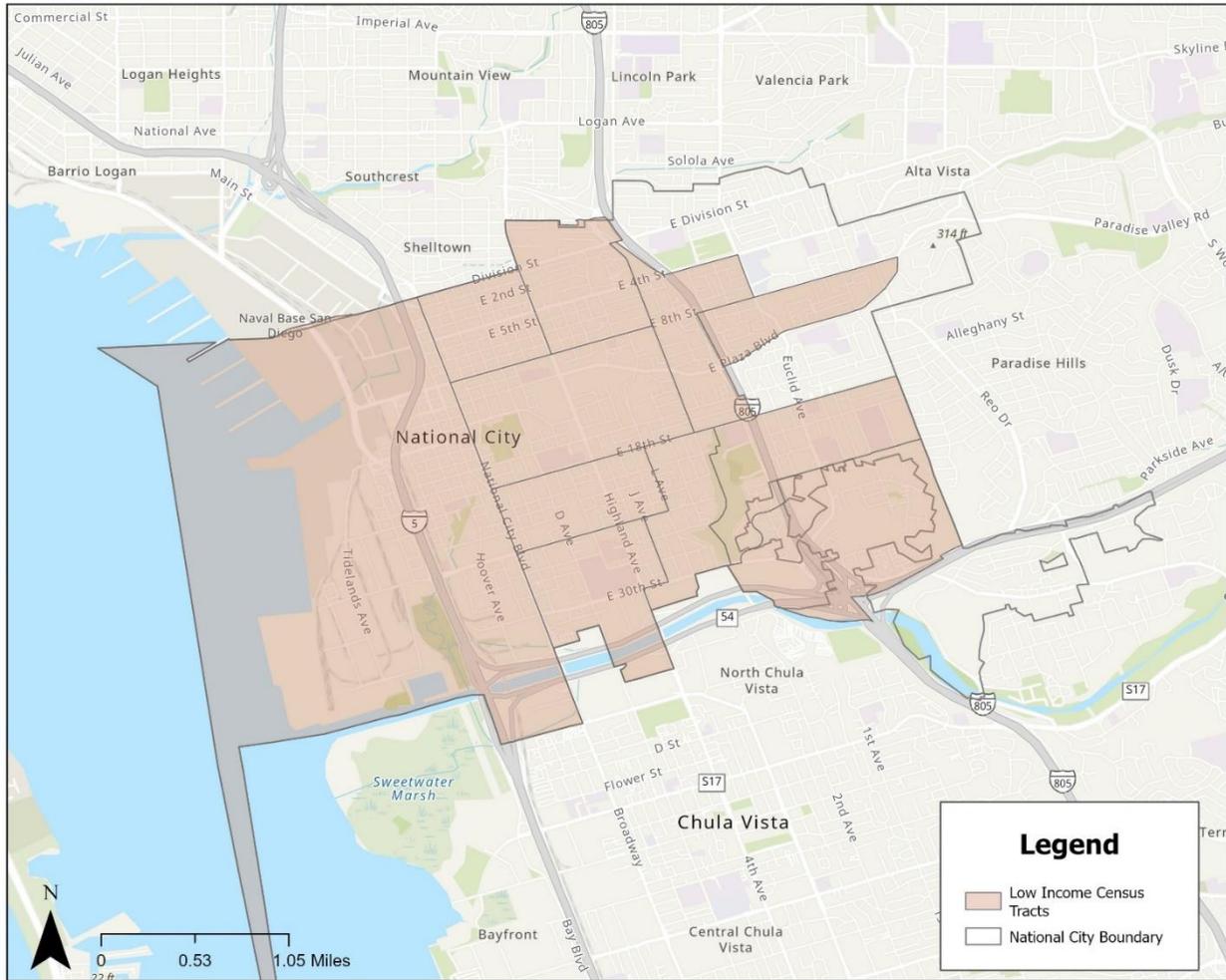


Figure 2: Climate and Economic Justice Census Tracts – Low Income

3.1 Race/Ethnicity

The population of National City is composed of 55,550, according to the US Census Bureau.

Table 1 list the population of National City by race/ethnicity. The City is predominately Hispanic or Latino (64.9%) followed by Asian (17.1%), and White (10.1%).

Table 1 - National City Population by Race/Ethnicity

Race/Ethnicity	Number of People by Race/Ethnicity	Percent of People by Race/Ethnicity
Hispanic or Latino	36,052.0	64.9%
Asian	9,499.1	17.1%
White	5,610.6	10.1%
Black or African American	2,444.2	4.4%
Other	1,944.3	3.5%

3.2 Climate and Economic Justice Screening Tool (CEJST)

3.2.1 Data

Equity analysis provides a tool to ensure specific needs are met in underserved communities. CEJST 2016-2021 data set was utilized to identify low-income census tracts, disadvantaged census tracts, and census tracts with threshold criteria exceeded. Census tracts with threshold criteria exceeded are for associated socioeconomic, environmental, climate, or other burdens. Each category was analyzed with REPLICA. REPLICA is a tool used to access traffic datasets for specific geographies. The available dataset represents the population and its travel pattern for National City.

REPLICA data for Spring 2023 was used to determine network link volumes derived from Replica's seasonal model which provides volume for a typical weekday. Metrics used in the network link volume include choice of mode, trip distance, trip purpose, and vehicle details. The dataset uses information about trips at the network link level. The volume data shows that the top five (5) roadway segments with the highest trip counts include: 8th Street, East Plaza Boulevard, Highland Avenue, Division Street, and Sweetwater Road.

3.2.2 Analysis

The analysis was conducted using REPLICA data and CEJST. Both datasets were used to compare roadway volume to low-income census tracts. CEJST census tracts with thresholds criteria exceeded contain roadways with high roadway volume that occurred in census tracts with 2-10 burdens as shown in **Figure 3**. Within the city, about 84% of the population is in low-income tracts.

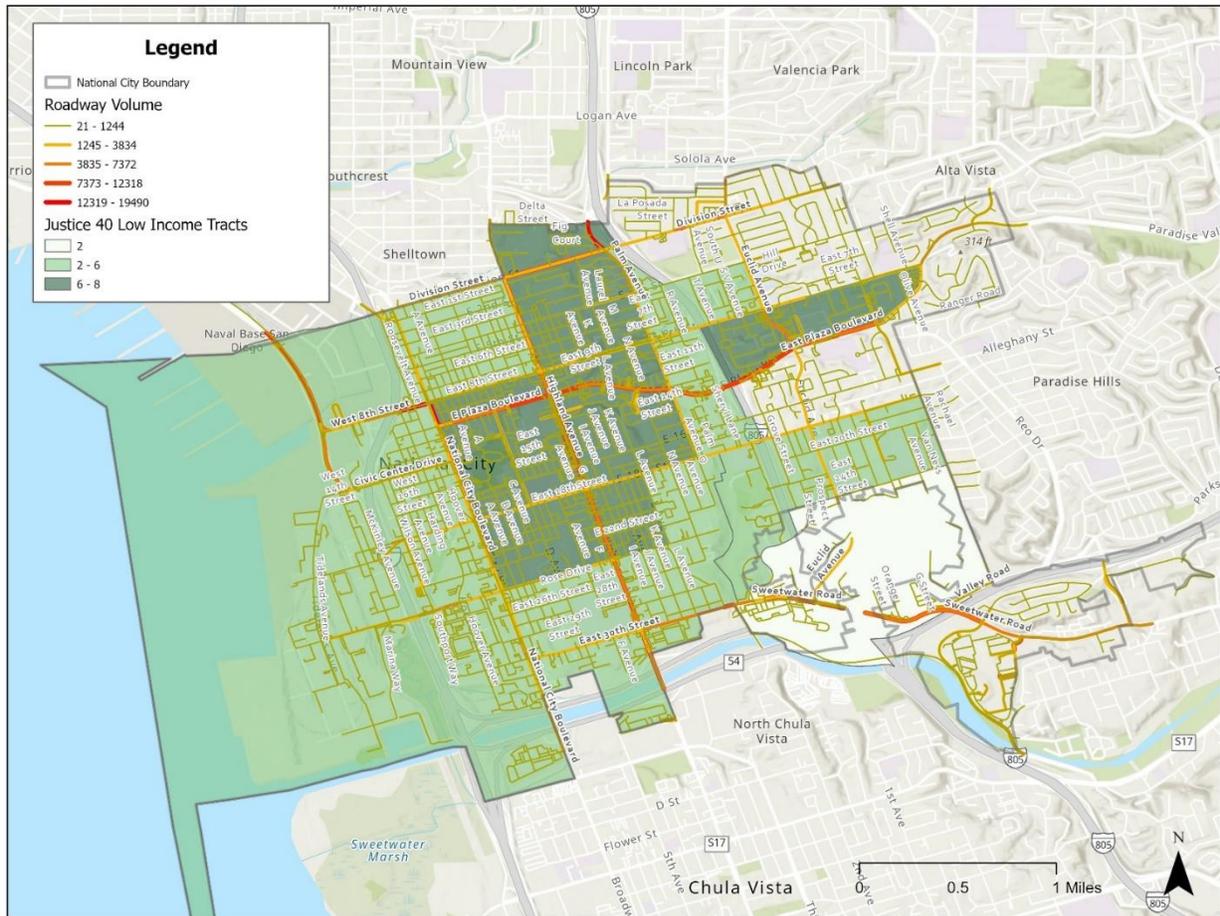


Figure 3: National City Climate and Economic Justice Census Tracts

Additional analysis was done for primary mode of travel in National City. **Table 2** provides a summary of the percentage of primary modes of travel in National City’s roadway network. The highest recorded primary mode of transportation in National City is private auto at 63.3%, followed by auto passenger at 21.0% and walking at 11.8%.

Table 2 - Primary Mode

Primary Mode	Percentage
Private Auto	63.3 %
Auto Passenger	21.0 %
Walking	11.8 %
Biking	1.32 %
Public Transit	1.13 %
Other	1.11 %
Taxi/TNC	.33 %

Figure 4 indicates that most trips are between 2 miles to 16 miles. It is important to note the distance of these trips to see what other modes of travel people can adopt. By providing more connectivity throughout the city it can eliminate car trips, and implement trips for walking, biking, and transit.

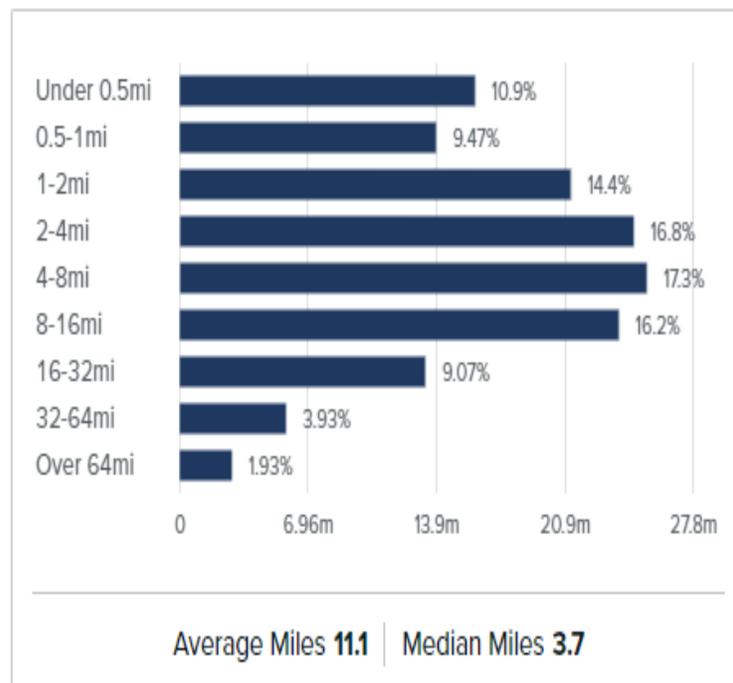


Figure 4: Trip Distance

3.2.3 Equitable Implementation

The Local Roadway Safety Plan identified seven High Collision Corridors:

- Euclid Avenue, from Beta Street to 18th Street
- Highland Avenue, from Division Street to SR-54 EB Ramps
- Plaza Boulevard / Paradise Valley Road, from Coolidge Avenue to E Plaza Boulevard
- 8th Street, from Harbor Drive to Paradise Valley Road / Plaza Boulevard
- 16th Street, from Wilson Avenue to Rachel Avenue
- 18th Street, from Wilson Avenue to Rachel Avenue
- 30th Street / Sweetwater Road, from Hoover Avenue to Plaza Bonita Center Way

Equitable implementation of safety countermeasures would prioritize high collision corridors within disadvantaged communities, low income communities, and environmental justice communities to improve safety and air quality for the most vulnerable populations. **Figure 5** shows the High Collision Corridors overlaid with disadvantaged communities. Each corridor is located at least partially within disadvantaged census tracts. All corridors except the Euclid Avenue and 30th Street corridors are located entirely within disadvantaged communities.

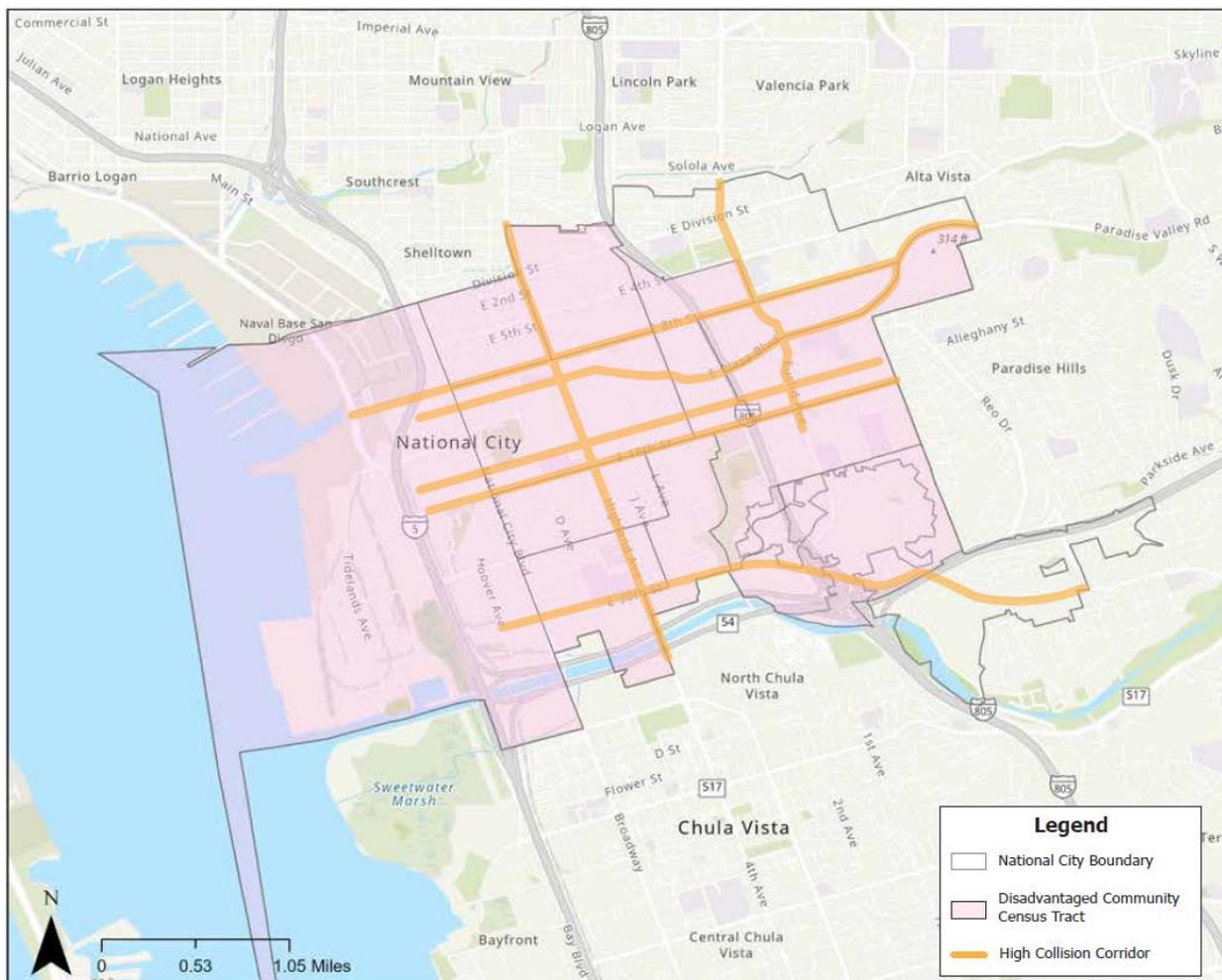
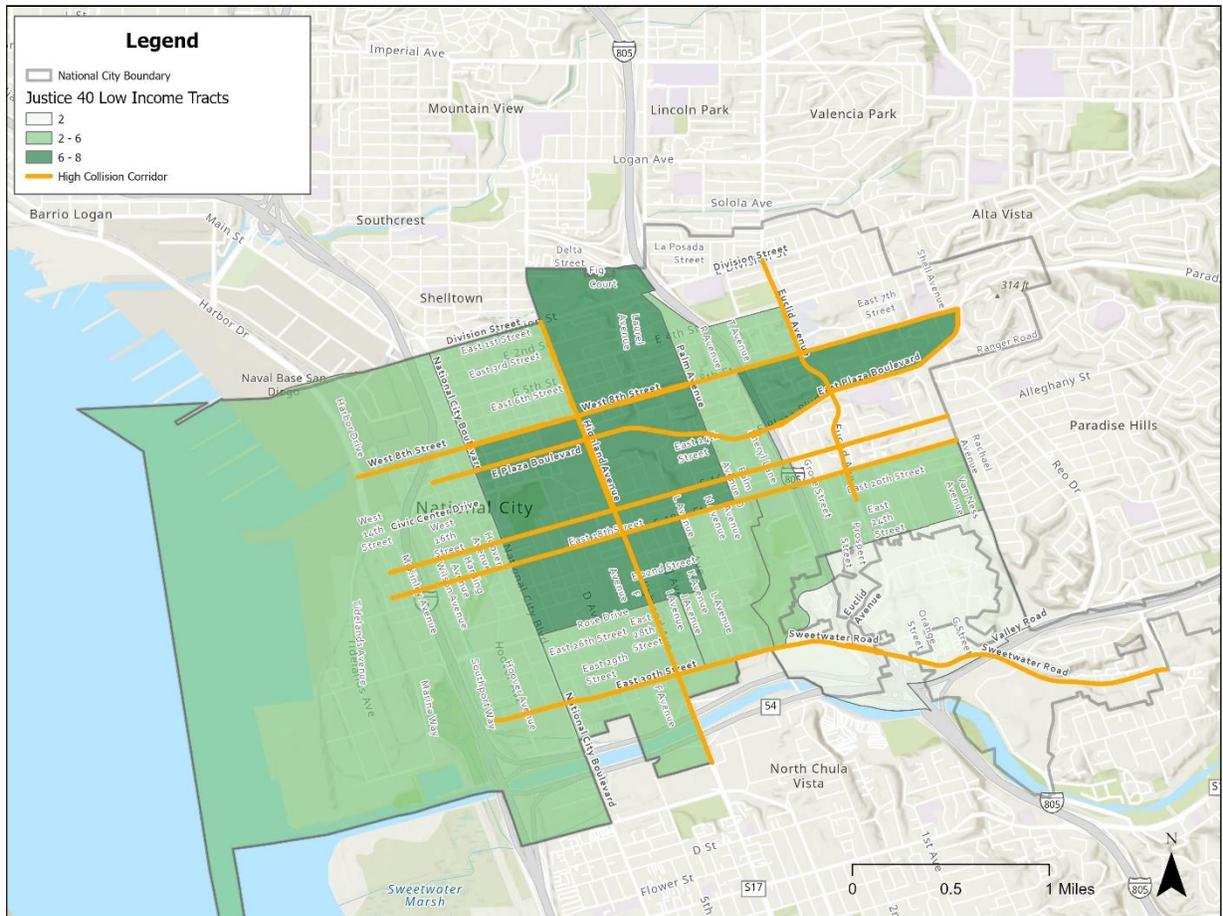


Figure 5: High Collision Corridors and Climate and Economic Justice Census Tracts

Figure 6 shows the High Collision Corridors overlaid with the Justice 40 low-income census tracts, meaning that the census tract is considered low income and has at least one more environmental, climate, or other socioeconomic burden. The 8th Street, Plaza Boulevard, Highland Avenue, 18th Street corridors are located entirely within Justice 40 low income tracts.



4. Policy and Process Changes

This section of the addendum builds upon Appendix A: Best Practices and Document Review, which provided a summary of current policies and planning documents related to safety, by providing specific recommendations to enhance internal work flows and procedural guidelines with current safety best practices.

Existing plans, policies, and projects that were recently completed, planned, or ongoing were compiled as part of the LRSP process to gain perspective on the existing efforts for transportation-related improvements within the City. High-level key points regarding transportation improvements and safety-related topics were identified to inform decision-making in the LRSP.

Table 3 outlines the relevant existing City plans, **Table 4** outlines the relevant proposed city projects, and **Table 5** outlines relevant existing and future City transportation projects, pedestrian projects, and traffic calming and safety projects found in the Capital Improvement Program (CIP) and their respective timeline.

Table 6 identifies existing policies that may impact the safety analysis process and identifies recommendations where the City could enhance or adopt non-infrastructure safety countermeasures.

Table 3- Review of Existing City Plans

Document Name	Summary/Goals
National City General Plan – Circulation Element (2011)	<ul style="list-style-type: none"> The goal of the plan is to provide benefits and improve the environment through a wider range of mobility options, making transportation more inclusive and affordable; reduce greenhouse gas emissions and air pollution, increase activity on the street to support businesses and improve safety, and address public health by promoting physical activity. The Circulation Element of the general plan focuses on the proposals and plans of connectivity for multiple modes of transportation including bikeways, average daily traffic, and future roadway growth and enhancements. The general plan acts as a document of collaboration between land use elements and circulation and setting standards and goals such as roadway improvements, increased number of travel modes, and improved quality of life.
City of National City Final Climate Action Plan (2011)	<ul style="list-style-type: none"> This plan addresses the major sources of greenhouse (GHG) emissions in National City and outlines long-term strategy that the City and community can implement to achieve GHG emission reduction target. The goals of this plan are to reduce its contribution to global climate change and support the State of California’s emission reduction target. As well as tiering and streamlining of future development within National City under CEQA guidelines 15152 and 15183.5.
City of National City IntraConnect (2020)	<ul style="list-style-type: none"> The purpose of Integrating Neighborhoods with Transportation Routes for All Connections (INTRACONnect) project is about connecting people who would like to live in a healthy and vibrant environment to areas of National City. The INTRACONnect project expands upon SMART FOUNDATION (Safe Multi-modal accessible routes to school, work, shopping, parks, services, and transit) The goal of the plan is to reduce VMT and associated GHG. The program has identified and suggested several TDM measures that can support car-lite and healthy transportation choices in National City.
National City Bicycle Master Plan	<ul style="list-style-type: none"> The purpose of the plan is to provide a citywide system of interconnected bicycle corridors, support facilities, and a plan for a more bicycle-friendly city. The goals of the plan are to provide a viable travel choice for users of all abilities, a safe and comprehensive local and regionally connected bikeway network, and environmental quality, public health, recreation, and mobility benefits.

Table 4- Current and Proposed Roadway Projects

Project Name	Plan/Funding	Project Description and Location	Status
Pedestrian and Bicycle Improvements	City of National City IntraConnect (2020)	F Avenue: E. 18 th Street to E 24 th Street	Proposed
Pedestrian Improvements	City of National City IntraConnect (2020)	S. Harbison Avenue: E. 5 th Street to E. Plaza Blvd	Proposed
Traffic Calming and Pedestrian Improvements	City of National City IntraConnect (2020)	Plaza Boulevard: C Avenue to L Avenue	Proposed
Bicycle Improvements	National City Bicycle Master Plan	E. 18 th Street: Wilson Avenue to Palm Avenue	Proposed
Bicycle Improvements	National City Bicycle Master Plan	D Avenue from E. 4 th Street to 30 th Street	Proposed
Gerald Ford School Community Trail Connector	National City Bicycle Master Plan	Fred Waring Dr to Miles Ave	Proposed

Table 5- Review of City Projects from National City

Project Name	Timeline	Roadway Improvements
National City Boulevard Inter-City Bike Connection	Completed	Buffered bike lanes along 33rd Street from Hoover Avenue to National City Boulevard and approximately 0.4 miles of Class II bike lanes along National City Blvd from 33rd Street to the southern city limit with Chula Vista.
Highland Avenue Bike Connection	Completed	Construct Class II Bicycle facilities, traffic calming, pavement markings, signing, signal modifications, lighting, and ADA curb ramps
Safe Routes to School Citywide	In-Process	Infrastructure improvements Citywide to enhance access and safety for children walking and biking to school.
Pedestrian Safety Enhancements (HSIP)	In-Process	Install pedestrian countdown signal heads, advance stop bar before crosswalk (Bicycle Box), and modify signal phasing to implement a Leading Pedestrian Interval (LPI).
8th Street and Roosevelt Avenue Active Transportation Corridor	In-Process	Enhance pedestrian and bicycle connections between Naval Base San Diego, the 8th Street Trolley Station and Downtown National City
El Toyon Las Palmas Shared Use Path	In-Process	Improve the multi-use path that runs parallel to I-805 between Beta St and E. 4th Street with lighting, improved crossings and new surface treatment.
El Toyon/Las Palmas – Bicycle Corridor ATPL – 5066(032)	Construction	Construct a bicycle corridor from Division Street to 22nd Street , E of I-805

Table 6- Summary of Safety Program and Policy Recommendations

Safety Topic	Initiatives/ Current Status	Recommendations for Enhancement
COMMITTEES / ROLES		
Does the City have an Active Transportation Coordinator?	The Director of Public Works / City Engineer has been serving this role, but there is no formal title.	The City could formally adopt this role into the job description for City Engineer.
Does the City have a Safety or Active Advisory Committee?	The City has a Traffic Safety Committee comprised of 5 volunteer residents (appointed by City Council) of the community and engineering department staff as liaison.	The role of the Traffic Safety Committee could be expanded to provide more oversight responsibility for the implementation of safety initiatives such as the Local Road Safety Plan. The committee could work with City Council and City Staff to provide informed recommendations for project advancements and reporting on plan progress.
Does the City have an Active Transportation Safety Education Program?	City provides safety information through their website and educational brochures. Coordination with elementary schools through neighborhood walk audits. Police department does occasional outreach as well. The City does not currently maintain a formal policy or documentation of these activities.	This program could be more formally documented and established as an ongoing line item in the City budget to ensure continuity.
POLICY / PLANS		
Does the City have a Complete Streets Plan?	The City's General Plan Circulation Element has a Complete Streets section.	The City has completed many of the easier complete street projects. Further expansion of the complete streets system will require compromises to parking or travel lanes. The City could include an initiative in upcoming planning efforts to provide outreach and education on the potential benefits of complete streets efforts that could outweigh the impact of lost / relocated parking or travel lanes.

Safety Topic	Initiatives/ Current Status	Recommendations for Enhancement
Does the City assess Traffic Impact Fees?	Transportation Development Impact Fee (TDIF)	The City can include potential roadway safety impacts in the nexus study for a new project to be included for impact fee funding
Does the City have a Safe Routes to School program?	Yes	The City can continue to implement safe routes to school projects and work with schools to monitor the system for additional needs after the existing identified projects are complete
Does the City implement Traffic Calming Policies?	The City utilizes best practices for traffic calming through CIP. Generally don't implement speed bumps, but may add speed cushions to address a need. Ad-hoc traffic calming requests would be presented to the TSC to approve or deny. There is no existing City guideline for implementation of traffic calming or systematic review of the need - it is all ad hoc. They typically reference guidelines published by neighboring municipalities or published federal guidance.	The City could formalize the best practices standards it currently uses for traffic calming decisions to better and more consistently justify improvements that are made or not made subsequent to neighborhood requests. The City may also consider developing its own Traffic Calming Policy and decision matrix.
Does the City regularly conduct Speed Surveys?	Yes	Monitor updated guidance on AB43 implementation to provide more flexibility to setting local speed limits.
Does the City utilize Warrants for Stop Signs and Signals?	Yes, they follow CA MUTCD warrant analysis	The City can continue to rely on the latest CA-MUTCD traffic control standards.
Does the City have Transportation Demand Management (TDM) or Vehicle Miles Travelled (VMT) Reduction policies?	Newly adopted Climate Action Plan (CAP) and also circulation element update would include references to VMT and compliance with SB 743. They use the SANTEC/ITE guidelines for VMT usage in TIAs. The city does not have formal requirements for TDM.	City could consider developing its own SB743 VMT analysis procedures and thresholds. The City could also include travel demand management strategies in its mitigation toolbox where appropriate.
Does the City perform regular Traffic Crash Monitoring?	No formal policy that requires a citywide systematic review on a yearly basis. The police department keeps crash records	The City could conduct annual or bi-annual screening of crash data to track changing patterns and trends and to monitor which safety

Safety Topic	Initiatives/ Current Status	Recommendations for Enhancement
	in a database and can provide statistics, mapping, and crash details as needed to respond to requests from residents.	improvements have been most successful.
Does the City have an Active Transportation Master Plan?	Yes, the IntraConnect Plan	The City can continue to implement the Active Transportation Plan and update when necessary.
Does the City have MUTCD-compliant Pedestrian Signal Timing?	Yes. City uses a consultant to review compliance and previously did a comprehensive review. Everything is currently MUTCD compliant.	The City can continue to monitor CA-MUTCD updated guidance on pedestrian timing and could consider leading pedestrian intervals where appropriate.
Does the City implement Crosswalks at high pedestrian locations?	Yes. They follow FHWA guidelines for crosswalk treatments based on lane configuration, speeds, etc	Continue to implement these improvements where feasible; The City could consider updating its crosswalk standard to high visibility. The City could also adopt standards for when crosswalks are not included on an intersection leg or when a mid-block crossing should be installed.
What is the City's Bicycle Policy	The bicycle policy can be found at National City (nationalcityca.gov) NC Bicycle Master Plan 07-26-23.pdf National City (nationalcityca.gov)	The City can review its pedestrian and bicycle policies along with enforcement activities for balanced emphasis on safety and encouragement.
What types of transit does the City have?	A description of the local transit can be found at NC Transportation Element 2023-07-25.pdf National City (nationalcityca.gov)	The City could work with local transit to review bus stop locations and first/last mile connectivity to optimize safe system accessibility and operations.
DATA COLLECTION / INVENTORY		
Does the City have an Inventory of Pedestrian Signs and Signals?	Yes	The city could continue to develop its GIS inventory process to keep track of existing infrastructure and maintenance.
Does the City have an Inventory of Active Transportation Routes?	Yes, it is included in the circulation element.	The City could update the map as new facilities are added and create a pedestrian and bicycle route map that is public facing to direct active transportation users to the best facilities.

Safety Topic	Initiatives/ Current Status	Recommendations for Enhancement
Does the City utilize Crossroads Database for collisions?	The City uses TIMS, SWITRS, and the police records department keeps a database that they pull from as needed.	The City could work with the Police department to get direct access to the database for internal planning and crash reviews
Does the City have Active Transportation Volume Counting?	ATP counts for all grant funded projects. CAP requires this for the future	The City could implement a requirement that traffic counts conducted for traffic studies include pedestrian and bicycle counts moving forward.
COORDINATION / FEEDBACK		
What ways can citizens give feedback about roadway safety?	The public can submit requests at City of National City SeeClickFix Submit a request	The City can continue to document requests received and track responses to aid in consistency over the longer term.
What types of Coordination with other City organization does your department perform?	The City departments routinely coordinate with school districts and the police department.	The City could consider an organizational review to identify how each department can have a role in safety with quarterly department head meetings to keep consistent city-wide safety priorities.
What types of Engagement with the School Districts does the City perform?	They interview crossing guards, walk audits, safe routes to school. Used to have a city funded Safe Routes to School program but now it is on a more as needed basis. Currently they have a grant so they are actively implementing right now. Engagement includes meeting with superintendent, operations staff, principals, to evaluate 4 schools. Needs are typically identified by parent complaints and crossing guard interviews.	The City can continue to establish relationships with local schools to gather input on safe routes to school.
What types of Law Enforcement/Emergency Service Engagement does the City perform?	Lots of coordination but needs to be documented and formalized	The City can continue to coordinate with law enforcement and fire department as key stakeholders.

5. Progress and Transparency

This section of the addendum identifies roles and responsibilities for ongoing implementation of the SSARP / LRSP, monitoring safety data, and reporting.

The City has a Transportation Safety Committee comprised of five volunteer residents appointed by City Council and engineering department staff as liaison. The Transportation Safety Committee will take on the role of SSARP / LRSP oversight. This role will include the following responsibilities:

- Monitoring progress on implementation of the projects identified in the SSARP / LRSP, including a report of project status, funding, or completion.
- Monitoring crash data, including crash rates, changes over time, or before-and-after analyses of safety project implementation sites.
- Reporting key findings to City Council.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING THE SYSTEMATIC SAFETY ANALYSIS REPORT PROGRAM / LOCAL ROADWAY SAFETY PLAN, AS AMENDED BY THE APRIL 2024 ADDENDUM, WHICH ASSESSES AND IDENTIFIES LOCATIONS AND SAFETY NEEDS TO IMPROVE LOCAL ROAD SAFETY WITHIN THE CITY.

WHEREAS, on May 19, 2017, the California Department of Transportation (“Caltrans”) awarded a \$90,000 Systematic Safety Analysis Report Program (“SSARP”) grant to complete a Citywide Traffic Safety Study, which required a \$10,000 local match; and

WHEREAS, on July 17, 2018, the City Council adopted Resolution No. 2018-124 authorizing the Mayor to execute a Program Supplement Agreement to accept funding and establish appropriations; and

WHEREAS, federal regulations require that each state have a Strategic Highway Safety Plan (“SHSP”) and, while the SHSP is used as a statewide approach for improving roadway safety, an SSARP and Local Road Safety Plan (“LRSP”) allows local road owners to address unique highway safety needs in their jurisdictions while contributing to the success of the SHSP; and

WHEREAS, the attached SSARP/LRSP, completed in February 2021, provides an essential tool for developing and prioritizing future roadway safety improvement projects; and

WHEREAS, traffic collision data available from the Statewide Integrated Traffic Records System for the five-year period of January 1, 2013 through December 31, 2017 was analyzed to identify intersections and roadway segments experiencing a high number of collisions, with prioritization given to severe collisions and collisions involving vulnerable user groups such as pedestrians and bicycle riders; and

WHEREAS, safety countermeasures consistent with Caltrans’ Local Roadway Safety Manual were recommended based on evaluation of contributing factors such as type of collision and roadway characteristics; and

WHEREAS, an Addendum to the SSARP/LRSP was prepared in April 2024 to clarify the plan development process, improve accountability, recommend safety policy and process changes, and identify the process for ongoing monitoring of the SSARP/LRSP; and

WHEREAS, the SSARP/LRSP and Addendum were presented to the Traffic Safety Committee (“TSC”) on July 10, 2024; and

WHEREAS, the TSC voted unanimously to accept their role for overseeing implementation, monitoring and performance, and subsequently recommended the SSARP/LRSP for adoption by City Council; and

WHEREAS, adoption of the SSARP/LRSP by City Council is required to keep the City eligible to compete for funding through various State and Federal grant programs.

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

Section 1: That the City Council hereby adopts the Systematic Safety Analysis Report Program / Local Road Safety Plan, as amended by the April 2024 addendum, which assesses and identifies locations and safety needs to improve local road safety within the City.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Emergency Manager
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

AMR Agreement Extension

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute the Eighth 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, 2024, Through September 30, 2024."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City's Ambulance Services Agreement with American Medical Response Ambulance Services, Inc. (AMR) was approved by the City Council on June 20, 2006. The Agreement has been amended seven times over the years. Fire Department staff are recommending an amendment to the current agreement. AMR has met all the eligibility requirements for an extension of the Agreement. This 8th Amendment would extend the current Agreement starting July 1, 2024, through September 30, 2024. This extension provides staff with time to further negotiate a long-term solution with the ambulance provider.

FINANCIAL STATEMENT:

None

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement
Exhibit B - Resolution

**EIGHTH AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**

This Eighth Amendment to the Agreement By and Between the City of National City and American Medical Response Ambulance Service, Inc. ("Eighth Amendment") is entered into this 6th day of August, 2024, 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." as has been amended from time-to-time by those First, Second, Third, Fourth, Fifth, Sixth, and Seventh amendments (collectively, the "Agreement"); and
- B. WHEREAS, Fire Department staff are recommending an amendment to the current agreement; and
- C. WHEREAS, AMR has met all the eligibility requirements for an extension of the Agreement as set forth in Section VI, Subsection E.1; and
- D. WHEREAS, the Parties wish to extend the current Agreement starting July 1, 2024, through September 30, 2024, to provide staff with time to further negotiate a long-term solution with the ambulance provider; and

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 starting July 1, 2024, through September 30, 2024.
- 2. 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 Eighth Amendment to be executed the day and year first herein set forth.

CITY OF NATIONAL CITY

**AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.**

By: _____
Ron Morrison, Mayor

By: _____
Sean Russell
Regional President

ATTEST:

By: _____
Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____
Barry J. Schultz, City Attorney

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE EIGHTH 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, 2024, THROUGH SEPTEMBER 30, 2024

WHEREAS, on June 20, 2006, the City of National City and American Medical Response Ambulance Service, Inc., entered into an agreement entitled “Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc.” as has been amended from time-to-time by those First, Second, Third, Fourth, Fifth, Sixth and Seventh amendments (collectively, the “Agreement”); and

WHEREAS, the Parties wish to extend the Agreement from July 1, 2024 through September 30, 2024 in order to provide staff time to further negotiate a long-term solution with the ambulance provider; and

WHEREAS, AMR has met all the eligibility requirements for an extension of the Agreement as set forth in Section VI, Subsection E.1.

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

Section 1: The City Council of the City of National City hereby authorizes the Mayor to execute the Eighth Amendment to the Agreement with American Medical Response Ambulance Service, Inc., to continue to provide basic and advanced life support ambulance transportation services effective July 1, 2024, through September 30, 2024.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering & Public Works
Prepared by: Tirza Gonzales, Operations Manager
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Authorize the Purchase of a Street Striper for Engineering & Public Works Street and Wastewater Division

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 080521-AEB with M-B Companies, Inc. for the Purchase of a Maxi-110A Drum Street Striper in a Not-to-Exceed Amount of \$381,000 for the Public Works Streets and Wastewater Division; 2) Authorizing a Fiscal Year 2025 Budget Adjustment to Establish an Appropriation in the Amount of \$381,000 in the Vehicle Acquisition Fund; and 3) Authorizing the City Manager to Approve Adjustments of up to \$38,100 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Engineering & Public Works Street and Wastewater Division's current 1989 M-B Paint Striper, averaging about 100 miles of striping per year, has already exceeded its useful life of 10-12 years and is scheduled to be replaced. This 1989 Striper was rehabilitated back in 2002 and again in 2017. Refurbishment is no longer possible as parts required for repairs and maintenance are no longer available.

The City Council previously approved the purchase of one (1) Street Striper in the not-to-exceed amount of \$325,000. Due to availability issues, the purchase has been delayed and costs have increased by \$56,000. The original appropriation has lapsed and, therefore, staff is requesting approval to re-budget the Street Striper in FY25 in the not-to-exceed amount of \$381,000 for the purchase of one (1) Maxi-110A Drum Street Striper. Staff is also requesting authorization for the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to \$38,100 as a 10% contingency for unforeseen fluctuations in pricing. The cost increase is offset by cost savings of \$79,000 from the recent purchase of the Street & Wastewater Front Loader Vehicle. Please refer to the table below for a summary of proposed appropriations.

Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract #080521-AEB with M-B Companies, Inc. to allow for the purchase.

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

National City's Purchasing staff has confirmed that the Sourcewell Contract #080521-AEB with M-B Companies, Inc. was competitively bid through a Request for Proposals (RFP) process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City.

Staff recommends that City Council adopt the resolution as stated.

FINANCIAL STATEMENT:

If approved, the Vehicle Acquisition Fund budget would be adjusted as follows:

644-10-31-31600-7511- Streets	\$381,000
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Fund balance in the Vehicle Acquisition Fund (VAF) is available to support the budget adjustment and 10% contingency if necessary.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – M-B Companies, Inc. Quote
Exhibit B – Sourcewell Contract 080521-AEB
Exhibit C – Resolution



M-B Companies, Inc.
 Pavement Marking Equipment
 95 Blessing Drive
 Muncy, PA 17756

Phone 920 898 4203
 Fax 920 898 4588
 www.m-bco.com

PRICE QUOTATION

QUOTATION NO. **17499**

Please refer to this number when submitting an order

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

Date: 6/12/24
 Expiration Date: 8/26/24

Attn: Ruben Huerta

F.O.B. Shipping Point: Muncy, PA

We appreciate the opportunity to submit the following quotation:

M-B Companies, Inc. Maxi-165A Drum 3 color

The following is included in the price shown below:

Product Code	Item Description	LIST COST	SOURCEWELL	QTY	TOTAL
MAXI110ADRUM	MAXI-110A DRUM, 2-55 GALLON DRUMS	\$ 208,230.00	\$ 197,818.50	1	\$ 197,818.50
STROBE360	Install Strobe Light (each) - 360 Degree Beacon	\$ 835.13	\$ 793.37	2	\$ 1,586.74
STROBE180	Install Strobe Light (each) - 180 Degree	\$ 1,801.58	\$ 1,711.50	2	\$ 3,422.99
GL3000PM	Install Laser Pointer on Carriage (each)	\$ 4,013.30	\$ 3,812.64	2	\$ 7,625.27
HYDPNTR	Install Hydraulic Pointer Front of Chassis Cab	\$ 4,063.43	\$ 3,860.25	1	\$ 3,860.25
REARVIDREC	Install Rearview Camera System with Recorder (DVR)	\$ 1,702.13	\$ 1,617.02	1	\$ 1,617.02
SC12	Install SC-12 Skiptimer system	\$ 15,690.15	\$ 14,905.64	1	\$ 14,905.64
GRACOPAINT	Install Graco 238-377 Paint Gun	\$ 1,443.43	\$ 1,371.25	3	\$ 4,113.76
CANOPY	Install Aluminum Canopy	\$ 3,359.63	\$ 3,191.64	1	\$ 3,191.64
TRAINING	Training by MB Technician (per day) - not including travel expenses	\$ 2,000.00	\$ 1,900.00	3	\$ 5,700.00
OFF CONTRACT ITEMS					
	Add digital speedmeter	\$ 323.01		1	\$ 323.01
	Add 3rd drum hold down and agitator	\$ 4,295.84		1	\$ 4,295.84
	Remove 1-750 Lbs. glass tank, add 1-1,000 Lbs.	\$ -		1	\$ -
	Remove vac fill, add shop air	\$ (194.79)		1	\$ (194.79)
	Add (3) garden hose attachments	\$ 19.67		1	\$ 19.67
	Add (1) Titan 411-315A high pressure pump	\$ 6,230.60		1	\$ 6,230.60
	Add 3rd color plumbing	\$ 11,219.62		1	\$ 11,219.62
	Add autolock to carriage	\$ 251.56		1	\$ 251.56
	Remove base powerpack, add gas powerpack	\$ 3,346.68		1	\$ 3,346.68
	Add (2) Whelen double arrow sticks	\$ 7,547.25		1	\$ 7,547.25
	Add virtual pre-delivery inspection	\$ 1,000.00		1	\$ 1,000.00
	Add driven delivery to customer	\$ 7,000.00		1	\$ 7,000.00
	Chassis: Isuzu, 19,500 Lbs. Gas, 150" Wheelbase	\$ 64,350.64		1	\$ 64,350.64
TOTAL FOR THE ABOVE:					\$ 349,231.91
8.75% TAX (NOT COLLECTED BY M-B COMPANIES, INC.):					\$ 30,557.79
TOTAL FOR STRIPER + TAX:					\$ 379,789.70

OPTIONAL EQUIPMENT (PRICED SEPARATELY)

Add DVR to rear backup camera	\$ 983.03	\$ 933.87	1	\$ 933.87
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DISCLAIMER - DUE TO THE VOLATILITY OF THE CURRENT MARKET CONDITIONS PRICING IS SUBJECT TO CHANGE AND WILL NEED REVIEWED PRIOR TO ACCEPTING A PURCHASE ORDER

*SOURCEWELL CONTRACT AWARDED, CONTRACT NUMBER 080521-Aebi

CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE SALES TAXES

PAYMENT TERMS: Net 20

This quotation is valid for 75 Days

Delivery: 90 to 120 days after receipt of chassis, not withstanding exceptional circumstances out of our control.

Unless otherwise Stated, prices quoted are for the above listed quantities shipped at one time. Prices may change if quantities differ from those shown above.

M-B Companies, Inc.
 By: Mike Vander Zwaag, Territory Sales Manager
 Pavement Marking Equipment Division

Customer Acceptance of Order	
Signature	Date

THIS QUOTATION IS NOT AN OFFER AND IS NOT LEGALLY BINDING ON M-B. ALL SALES BY M-B SHALL BE SUBJECT EXCLUSIVELY TO M-B'S TERMS AND CONDITIONS OF SALES SET FORTH ON THE BACK HEREOF.

Standard Terms and Condition of Sale

M-B Companies, Inc. of Wisconsin ("Seller") agrees to sell products, parts or components to ("Buyer") on the terms and conditions set out in these Terms and Conditions (the "Terms and Conditions").

Placement of Orders: Processing of an order will not commence until Seller has received written confirmation. If Buyer does not issue a formal purchase order, written confirmation must include the following information: M-B model, size, other options (if applicable), prime mover model to which striper will be mounted, quantity, price, expected discount, expected delivery date, and shipping instructions. This information should appear on Buyer's letterhead, and be signed by an authorized representative of Buyer.

Acceptance: All orders are subject to final written acceptance by Seller at its home office. These Terms and Conditions constitute the final agreement between Seller and Buyer, and shall apply to all sales by Seller to Buyer. Seller's acceptance of this order is expressly conditioned on Buyer's agreement to these Terms and Conditions. Buyer shall be deemed to have consented to these Terms and Conditions in the event it accepts the shipment of any products from Seller. These Terms and Conditions supersede any and all conditions contained in Buyer's purchase order or other document furnished by Buyer. Any attempt by Buyer to vary these terms is hereby expressly objected to and rejected.

Price: Unless otherwise stated, all prices and deliveries are FOB Muncy, Pennsylvania. Prices do not include any taxes. All prices, specifications, terms and conditions are subject to change without notice. All orders will be invoiced at the price in effect when the order is received by Seller. All quotations shall be valid for a period of ninety (90) days unless otherwise noted.

Delivery Dates / Delays: Delivery date quoted shall be FOB shipping point date unless otherwise specified. Delivery dates are only estimations by Seller. In the event of delay attributable to Buyer, Buyer shall compensate Seller for delay costs. Seller shall not be liable for delays in delivery or failure to perform due to causes beyond its reasonable control, including but not limited to, acts of nature, acts of war or terrorism, Buyer's acts or failures to act, acts of government or military authority, delays in transportation or shortages, or inability due to causes beyond Seller's reasonable control to obtain necessary labor, materials, utilities, components, parts or manufacturing facilities.

Payment Terms: Payment terms are Net 20 days after invoice date (special terms may apply). Seller reserves the right to require cash payment if Seller develops doubt as to Buyer's ability to pay. Seller may charge Buyer interest at the rate of one percent (1.0%) over current prime rate per annum on past due accounts. In addition, in the event of late payment or default by Buyer, Seller shall be entitled to collect its attorneys' fees, expenses and other costs incurred in pursuing collection. Buyer shall not take any credit against payment due Seller without a written credit memorandum authorizing such credit issued in advance by Seller. Payments due to Seller, whether for the purchase of products or otherwise, shall be paid without deduction, set-off, or recoupment by Buyer.

Returns: Buyer shall not return any products unless authorized in writing by Seller with Seller's "returned materials authorization" number (RMA). The RMA must be prominently displayed on the outside of the return packaging. Any request to return products must be made within ten (10) days from the receipt of the products by Buyer. Returned products must be in first class saleable condition, in their original container, shipment prepaid. The issuance of an RMA number is not an admission of liability on Seller's part for reimbursement of any type. The returned products will be examined upon receipt, at which time proper disposition will be determined. Buyer will be advised at that time of any adjustments or credits that may be made. All products that are returned for any reason other than defective material will be subject to inspection to ensure the item's resaleable condition. In any event, a 30% restocking fee, as well as the freight charges both ways will be deducted from any credit. Nonstandard or used material, and components designed to meet Buyer's unique requirements or specifications, are not returnable. Unless otherwise expressly agreed, an order for equivalent value must accompany returned products and all such products are accepted for credit only after factory inspection. Buyer returning products must pay transportation charges and bear risks of loss or damage to goods while in transit.

Warranty: Seller provides a limited warranty pursuant to the terms of its separate Limited Warranty Policy. The Warranty is Buyer's exclusive remedy.

Limitation of Liability: Seller shall not be liable to Buyer or any Customer of Buyer for any incidental, consequential, special or punitive damages. In no event shall Seller be liable for damages which exceed the purchase price for the products.

Indemnification / Insurance: Buyer shall indemnify and hold Seller harmless from any loss, including, but not limited to, attorneys' fees and expenses, which Seller may sustain as the result of any claim arising out of or relating to use or sale of the products by Buyer, Buyer's customer, or any third party. If Buyer maintains insurance which may be applied to any liability it has to Seller pursuant to these Terms and Conditions, then Buyer agrees to take whatever actions are necessary to perfect said insurance coverage for the benefit of Seller.

Changes / Cancellation: Buyer may request changes in its order provided that Seller receives written notice of and accepts the desired changes and that Buyer accepts the additional charges as determined by Seller. Seller's refusal of Buyer's request to change its purchase order shall not be cause for Buyer's cancellation of its order except upon payment of a cancellation charge to be determined by Seller. Seller shall have the absolute right to cancel any undelivered orders upon breach thereof by Buyer, failure by Buyer to make any payment required hereunder, or insolvency or bankruptcy of Buyer. A purchase order or any part thereof which is accepted by Seller may not be cancelled by Buyer until Seller receives written notice of the cancellation, has determined reasonable additional charge to be made and the charge has been paid by Buyer.

Infringement: With respect to the products which are made by Seller based on any specifications, directions, models, or samples furnished by Buyer or commercial standards of Buyer's industry, Buyer will defend and hold Seller harmless from any and all liability and expenses arising out of or relating to any claims based on infringement or alleged infringement of patents, trademarks or copyrights from the use or sale of products made by Seller either as such or as part of complete items.

Notices: Any notice given pursuant to these Terms and Conditions shall be sent by means providing proof of delivery and: (1) if to Buyer, to its regular place of business; and (2) if to Seller: PO Box 200, 1615 Wisconsin Avenue, New Holstein, Wisconsin 53061.

Entire Agreement: The parties agree that there are no understandings, agreements or representations, express or implied not specified in these Terms and Conditions and that this instrument contains the entire agreement between Seller and Buyer, and that, consequently, no course of prior dealings and no usage of the trade shall be relevant to supplement or explain any of the terms used in these Terms and Conditions.

Governing Law: These Terms and Conditions shall be construed and interpreted under the laws of the State of Wisconsin. Any disputes arising hereunder or relating to the products shall be brought in Calumet County, Wisconsin.

**Solicitation Number: RFP #080521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ASH North America, Inc., d/b/a Aebi Schmidt North America and M-B Companies, 201 MB Lane, Chilton, WI 53014 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

ASH North America, Inc.
dba Aebi Schmidt North America, and
dba M-B Companies

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/12/2021 | 8:14 AM CDT

DocuSigned by:
Steffen Schewerda
By: EEA41C97ACAA48F...
Steffen Schewerda
Title: CEO
Date: 10/12/2021 | 12:59 PM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/12/2021 | 1:25 PM CDT

DocuSigned by:
Sarah Blashe
By: 13E4347365294F6...
Sarah Blashe
Title: CFO
Date: 10/12/2021 | 1:22 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name: Aebi Schmidt North America
Does your company conduct business under any other name? If yes, please state: Meyer Products, Swenson Spreaders, MB Companies
Address: 1615 Wisconsin Ave
New Holstein, Wisconsin 53061
Contact: Jason Bartuseck
Email: jason.bartuseck@aebi-schmidt.com
Phone: 330-904-4720
HST#:

Submission Details

Created On: Thursday June 17, 2021 11:25:20
Submitted On: Thursday August 05, 2021 14:03:23
Submitted By: Jason Bartuseck
Email: jason.bartuseck@aebi-schmidt.com
Transaction #: e687ea2f-dc05-439f-9f82-c9ec57ce5233
Submitter's IP Address: 162.154.155.67

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ASH North America, Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	M-B Companies Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ASH North America, Inc. Assumed name - Aebi Schmidt North America d/b/a - M-B Companies Inc.
4	Proposer Physical Address:	201 MB Lane Chilton, WI 53014
5	Proposer website address (or addresses):	www.m-bco.com www.aebi-schmidt.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steffen Schewerda, CEO Aebi Schmidt North America steffen.schewerda@aebi-schmidt.com 201 MB Lane Chilton, WI 53014 920-898-1062
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bartuseck, Strategic Sales and Marketing Manager North America jason.bartuseck@aebi-schmidt.com 18513 Euclid Ave Cleveland, OH 44112 330-904-4720
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Elizabeth Fry, Inside Sales Manager, M-B Companies, Inc - Pavement Division elizabeth.fry@aebi-schmidt.com 95 Blessing Dr. Muncy, PA 17756 570-599-1217 Josh Abler, Inside Sales Manager, M-B Companies - Attachments Division josh.abler@aebi-schmidt.com 1615 Wisconsin Ave New Holstein, WI 53061 800-558-5800

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Company History</p> <p>In 2015, the Aebi Schmidt Group, headquartered in Zurich, Switzerland purchased Swenson Products and Meyer Products. In 2018, the group purchased M-B Companies, Inc. which has 4 divisions (Airport Maintenance, Attachments, Brushes and Pavement Striping) including 4 manufacturing plants.</p> <p>The privately held Aebi Schmidt Group is the world's largest and oldest manufacturer of municipal maintenance equipment, dating back to 1883. The mission is "to improve the performance of our customers by providing total solutions that enable a safe and economical clearing."</p> <p>In 2019, Aebi Schmidt North America created a new Canadian business called Aebi Schmidt Canada to support sales into Canada. In 2020, Aebi Schmidt Group added to the North America portfolio by acquiring, Equipments Lourds Papineau, Inc (ELP), a manufacturing company that produces snow and ice removal equipment in Quebec, Canada.</p> <p>Aebi Schmidt has become the worldwide industry leader by consistently improving its technology to deliver superior value to its customers. The group has operations in 13 countries in Europe, and now, with the recent acquisitions has 7 manufacturing facilities and sales organizations in North America.</p> <p>M-B Companies, Inc. From clearing snow to painting lines for roads, M-B Companies Inc. manufactures the highest quality products for many industries. Utilizing the latest in innovation and technology, M-B is the trusted manufacturer of airport runway maintenance equipment, pavement striping equipment, various size truck, tractor and loader attachment equipment, replacement brushes, and much more.</p> <p>The origin of M-B Companies Inc. dates back to 1907. The company was formed by three German craftsmen, brothers Otto and Fred Meili and Paul Blumberg. Not surprising, they adopted the name "MB", which is still used today. The Meili brothers were inventors and Blumberg was an expert metalworker. They started the company in a small shop in New Holstein, Wisconsin building agricultural</p>

		<p>implements. The Meili brothers and Blumberg were inventing and building a variety of equipment from road graders to paint strippers. In fact, the firm was one of the first Ford dealerships in the state of Wisconsin. As the company evolved, its destiny as a broom and striper manufacturer became evident. M-B built its first broom (a horse drawn model) in 1922.</p> <p>Through some ownership changes, M-B has enjoyed steady growth, including the construction in 1974 of an additional facility in Chilton, Wisconsin. In 2003, M-B acquired the Pro Chip family of wood and brush chippers. In 2004, M-B acquired the Lafarge Road Marking Equipment Division, located in Montgomery, Pennsylvania. In 2011, M-B released five (5) new products in the Airport Snow Removal Equipment market. In 2017, the Pavement Marking Division relocated into a new facility located in Muncy, PA and services customers across North America. M-B continues to focus on key niche markets and providing equipment to meet the needs of independent contractors, governmental agencies, and other road, turf, grounds maintenance and airport maintenance organizations around the world. Today, M-B Companies, Inc., is undergoing a large plant expansion project to more than double the size of the Chilton manufacturing plant.</p> <p>Core Values</p> <p>Result Oriented: Contribution and added value to the Aebi Schmidt Group performance by recognizing and realizing business opportunities, aiming for the best result, focusing on the outcome of actions and maximizing profitability</p> <p>Innovation: We break new grounds by thinking outside of the box, try the untried, strive for sustainable solutions, and encourage continuous improvements</p> <p>Integrity: We strive for long term relationships by keeping promises and being trustworthy, being open and honest, being reliable and taking responsibility and acting ethically and tolerant with respect for others.</p> <p>Passion: We are part of a winning team by inspiring others, being proud of what we do, maintaining a positive attitude and challenging our limits.</p> <p>Customer Focused: by improving the performance of the customer by thinking about solutions, achieving excellent results, building strong partnerships and focusing on the needs of the customer.</p> <p>Collaboration: striving for one common goal by working in a global network, utilizing the skills of others, taking risks and learning from mistakes and benefiting from other cultures.</p> <p>Sustainability Program</p> <p>Sustainability doesn't just happen by itself. It comes from how we think and act. And ultimately, from how consistent we are about it. As a company, it is our responsibility to invest in progress and in the future. But that also applies to our customers; everything we develop and produce also needs their commitment when put into practice.</p> <p>Sustainability is an essential part of our business activities. Our customers expect it of us, and we are convinced that sustainable companies are a step ahead of the rest and are more successful in the long term.</p> <p>Our economic, social, and environmental targets are being implemented along the entire value chain.</p> <p>We care about protecting the environment and use resources sparingly. As an industry-leading employer we continue to invest in sustainable technologies. We will act in a responsible and credible way along the entire value chain. This has resulted in a valuable progress being made in recent years in terms of environmental awareness at our plants, in our processes and in our machines.</p> <p>Code of Conduct</p> <p>The Code of Conduct defines the corporate responsibility and applicable ethical standards by which we operate and addresses issues such as data privacy, environmental protection, fair competition and anti-corruption. By having a clear definition of responsibilities, risk management and efficient control systems, the Aebi Schmidt Group makes sure that all statutory provisions and industry standards in a complex regulatory environment are observed.</p> <p>Core values can be found on page 8 of our annual report attached in the documents section.</p> <p>Sustainability information can be found on pages 12-13 and pages 45-47 of our annual report attached in the documents section.</p> <p>Code of Conduct policies for employees and business partners are attached in the documents section as well</p>
10	What are your company's expectations in the event of an award?	We intend to use the Sourcewell contract to enhance our efforts to bring the latest technology and best products to the broadest range of customers throughout the U.S. and Canada, and enable Sourcewell members to acquire that technology more efficiently and economically than using the time consuming traditional bid process.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Aebi Schmidt North America does not publish independent financial information. Attached is the Aebi Schmidt Group - 2020 Annual Report in the document upload section. The Aebi Schmidt Group at a glance financials for 2020 and 2019 can be found on page 1 of the annual report.</p> <p>Overall, the organization is financially healthy post Covid-19 and will continue growing and will be looking to increase the size of our North American organization in the years to come. This is evident with the recent acquisition of ELP in the Canadian market and the facility expansion project in Wisconsin that is the new Aebi Schmidt North America corporate headquarters.</p>
12	What is your US market share for the solutions that you are proposing?	Our industry members do not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the market our share is 15-20% in the U.S.
13	What is your Canadian market share for the solutions that you are proposing?	Our industry members do not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the market our share is 5-10% in Canada.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Aebi Schmidt nor M-B Companies has not petitioned for bankruptcy protection

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Aebi Schmidt North America is best described as a manufacturer (OEM) and services provider. Our sales team members are employees that work directly for our organization. That same for our service team members. We sell both directly to end users of equipment and to dealers for their distribution of our machines as well. All dealers are third party companies and independent from the Aebi Schmidt Group, but some have been dealers with our brands for over 20 years. Our sales organization works closely with the dealer network to ensure they are providing the best service to the end user.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our industry does not require specific licenses or certifications to do business. We do hold certificates of good standing with states that require them. Our M-B Companies also hold ISO 9001 certifications (certificate in documents section)
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No business entity part of the Aebi Schmidt group including M-B Companies has been suspended or had a debarment.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Two brands under our North America umbrella, Swenson Spreaders and Meyer Products, have been recognized as MVP members by the NTEA organization. This designation recognizes companies for outstanding business practices and successful implementation of quality standards. These are the same business practices that all of our brands perform on a daily basis.
19	What percentage of your sales are to the governmental sector in the past three years	Government sales accounts for approximately 85% of the overall sales the past 3 years for M-B Companies Inc.
20	What percentage of your sales are to the education sector in the past three years	Less than 5% of total sales would be in the education sector the past three years
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC - Street Maintenance Contract for M-B Companies Inc. Average \$912,000 sales per year from the contract. M-B Companies also has Pavement Marking machines on contract currently with the state of North Carolina. The average sales volume per year with that contract is approx. \$800,000 Current state contracts with M-B Companies Brooms: Minnesota, Maine, Ohio, Kentucky, Illinois, Nevada, New Mexico, and Virginia. M-B average sales volume per year is approx. \$100,000 per state.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our organization does not hold any GSA, or Standing offer and Supply Arrangements at this time.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Hopkinsville, KY	Dave Herndon	270-890-0600
Indiana Department of Transportation	Kelly Land	317-234-1970
Kansas Department of Transportation	Tim Cunningham	785-296-3853
Missouri Department of Transportation	John Hayden	573-690-9405
Illinois Department of Transportation	Mike Jorgenson	630-399-0621

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Colorado Department of Transportation	Government	Colorado - CO	Mercury Trailer, Airless Paint Stripers and Pressure Pot Stripers	approx. \$1,000,000 per order - 3 orders	\$3,209,947
Kansas Department of Transportation	Government	Kansas - KS	4 Airless Paint Stripers	2 separate transactions of approx. \$735,000 each	\$1,470,548
North Carolina Department of Transportation	Government	North Carolina - NC	3 Pressure pot stripers	1 transaction for \$802,134	\$802,134
South Carolina Department of Transportation	Government	North Carolina - NC	3 Pressure pot stripers	1 transaction for \$795,169	\$795,169
Illinois Department of Transportation	Government	Illinois - IL	3 Pumper Stripers and various broom attachments	3 large transactions approx. \$318,000 each Multiple smaller \$12,000 transactions	\$1,231,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Aebi Schmidt North America has a large cross functional sales team consisting of 18 outside sales people. Of those 18 outside sales people we have 5 sales people who are active specialists with the products supplied in the response. We have two sales specialists located in Canada and three in the United States. We also have a full staff of inside sales people (6) that support the new sales, after sales and order intake process. Three of those people specialize in parts and after sales of the equipment. All of our people involved in the sales of our pavement marking and attachment equipment are factory trained and knowledgeable about the products offered.
26	Dealer network or other distribution methods.	Aebi Schmidt North America has a vast dealer market across our brands. Our attachments business segment that manufactures brooms has over 100 dealers across North America. Our pavement marking machines are all sold direct to the end user. At times, we do also partner with chassis manufacturers as a local partner for the end user, when it comes to the pavement marking machines, but most scenarios our organization will deal directly with the purchaser of this equipment. The equipment is very customized based on the preferences and needs of the users and we feel it is best to have factory trained employees working directly with the end users. List of all attachment dealers included in the document section.
27	Service force.	Our field service team consists of 14 individuals that respond in person to customer problems and perform service. The technicians are located all across the lower 48 of the United States along with 1 in Alaska and 2 in Canada. We also have internal service support people who take service calls and support end users and dealers along with helping to order additional parts when necessary. Our brooms are serviced directly by local dealers (over 100 in North America) with factory support as a secondary resource.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Aebi Schmidt North America - M-B Companies organization would handle the entire order process for pavement marking units. M-B will provide the quote, accept a P.O., manufacture and upfit the equipment, deliver the product, and accept final payment. For the attachments broom products, M-B Companies will work with local dealers who will place the order with our team and they will deliver the units to the customer. These dealers are considered authorized retailers who will be trained and instructed how to price and process a request from a Sourcewell member.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Orders are entered within 24 hours of receipt. Stock items can ship as soon as same day when available. Most equipment is built to purpose and customer specifications and will have a lead time of a minimum of 30 days. Most truck mounted strippers will have a lead time of a minimum of 60 days to 360 days ARO. The delay in delivery is based on the chassis delivery times which can vary greatly depending on economic situations impacting chassis manufacturers. Our commitment to our customers is to keep them informed of the progress of their order and to provide updates when applicable.</p> <p>We have a multiple levels of service for our equipment. First level for broom products is the dealer where the broom was purchased. First level for pavement marking machines is the factory. The dealers all have service and parts capabilities, have been factory trained and are reachable during normal business hours. We have an internal staff of customer service personnel that field calls for service and troubleshoot via phone and virtual meetings. We have 6 people dedicated to that process. We can also be reached via Social Media and via our Websites 24 hours a day. The regional sales team members all can be reached on their mobile devices 24 hours a day. The next step is our field service personnel of which there are 11 of them (2 in Canada, 1 in Alaska, 8 in lower 48 United States) that can be dispatched to the customer to trouble shoot problems.</p> <p>We understand that our equipment often is mission critical and want to provide 24 hour / 7 day support.</p> <p>We also have an internal documenting process within our CRM where we log customer inquiries and product issues. Once a inquiry is logged into the system the customer receives and email and our quality team is notified as well. We track the progress of all of these "cases" in our system to ensure that our customers are receiving the proper support. Customers are updated as progress changes on their "case" by automated updates. We also use the information from these cases to improve internal processes, customer turn around times, customer satisfaction, track warranty claims, and identify potential defects of parts or manufacturing. All of which is reviewed on a monthly basis.</p> <p>Customer focus is a core value in the Aebi Schmidt group and we are dedicated to ensuring that happens.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our sales people are trained to help the customer identify what they need, and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so the customers can avoid the cumbersome bid process. Aebi Schmidt North America has 18 in field sales people across our business channels along with 11 technicians that promote the Aebi Schmidt North America brands products and services.</p> <p>We believe in Sourcewell and have the ability and desire to provide our products to all participating entities.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our sales people are trained to help the customer identify what they need, and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so that customers can avoid the cumbersome bid process.</p> <p>We believe in Sourcewell and have the ability and desire to provide our products to all participating entities. We also are aware that not as many Canadian entities are actively using Sourcewell as a purchasing vehicle, but will continue to talk about the contract and offer it during every conversation. Our organization has 5 in field sales people across Canada (2 are product specialists) along with 2 technicians that will be promoting all Aebi Schmidt North America products and services.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Aebi Schmidt North America can service all of the United States and Canada through the proposed contract.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Aebi Schmidt has no limiting factors that will prohibit us from fully serving all entity sectors.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Aebi Schmidt North America has no restrictions that would apply.

Table 7: Marketing Plan

Line Item	Question	Response *
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35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Once awarded we will schedule a sales meeting to train our entire inside and outside sales team on the specifics of the Sourcewell contract including pricing, procedures, etc. The sales team will be given the tools to effectively communicate the award to all dealers throughout the U.S. and Canada to ensure the success of the contract.</p> <p>After the sales meeting we will maintain communications with sales team to reinforce the information shared at the sales meeting.</p> <p>We will schedule sales call with the identified top 200 municipalities from our CRM system to inform them of the Sourcewell contract and explain its benefits if they are not Sourcewell members.</p> <p>Leveraging our current marketing strategy, we plan to support the Sourcewell award through an aggressive multi-platform approach utilizing digital and traditional (trade journal advertising, PR, in-dealership merchandising and tradeshow) initiatives.</p> <p>Digital Strategy</p> <p>Website</p> <ul style="list-style-type: none"> - Add content to our branded websites reflecting the award, adding the Sourcewell logo in high-traffic locations. - Create Sourcewell dedicated landing page on each website to house all important information for Sourcewell customers - Create landing page and data capture form for municipal/government website visitors interested in receiving emails with Sourcewell information - Optimize our websites with key words and updated metadata as needed to increase our search response for Sourcewell - Blog announcing award on the Aebi Schmidt Group corporate blog (https://blog-en.aebi-schmidt.com/) <p>Email marketing</p> <p>Executive email campaign for all municipality/government sales contacts in CRM</p> <ul style="list-style-type: none"> - Series of emails to inform and promote the Sourcewell contract to customers and prospects - Email drip campaign for visitors providing contact information on website landing page/data capture form - Emails highlighting distributor information and products performing well on contract - Add Sourcewell logo on pre & post trade show email campaigns <p>Social</p> <ul style="list-style-type: none"> - Celebrate and promote Sourcewell award through organic and paid posts on social media channels: Facebook, LinkedIn, Instagram - Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands. <p>Traditional Strategy</p> <p>Trade Journal Advertising / Literature</p> <ul style="list-style-type: none"> - Use of Sourcewell logo in trade magazine advertisements - Update literature to include the Sourcewell logo <p>Public Relations</p> <ul style="list-style-type: none"> - Press release and media relations follow-up announcing the award - Blog post with award announcement on Aebi Schmidt website (see website tactics) - Additional blog posts with "how to" and "best practice" information regarding the contract <p>Trade Shows</p> <ul style="list-style-type: none"> - Include Sourcewell logo on signage at tradeshow - Support trade shows with pre-show mailers, emails, and other digital promotion – including social posts – that include the Sourcewell logo <p>We will also ask to work with our Sourcewell representative to schedule training sessions with our sales team. We want to partner closely with Sourcewell to promote the program across our network.</p> <p>Attached in the document section will be an examples of literature with the Sourcewell logo.</p> <p>https://www.m-bco.com/ https://www.aebi-schmidt.com/en/ https://www.aebi-schmidt.com/en/products-solutions/products/?brand=mb</p>
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36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Aebi Schmidt North America is supported with strong digital marketing strategies executed through our website, content marketing, email automation, digital display and search ads, social media platforms, and emerging technologies. Key strategies and initiatives are detailed below.</p> <p>Content/Email Marketing -- Creating valuable content is a key initiative for Aebi Schmidt. We believe that offering value-added content geared to educating our prospects and customers on relevant topics will help them perform their jobs better and endear them to our brands. The cookie-obtained data we gather via these efforts helps us to understand the needs of our end users, which leads to product innovation and timely marketing. We also intend to use content marketing in support of our dealer network by providing qualified leads through lead-generation tools such as data-capture forms and gated content. Automated Email campaigns are an offshoot of our content strategy and are often used in support of product-specific marketing and events, such as trade shows. The goal of email automation is to offer customers and/or prospects the right products, at the right times and prices, in addition to tracking activity on calls-to-action.</p> <p>Search Engine Marketing (SEM) -- Aebi Schmidt North America has focused on improving our performance and ranking on leading search engines by optimizing our site (SEO) for improved organic results. By focusing on new content, improved metadata, updating descriptions with keywords and phrases, more strategic labeling of files, etc., we have seen improvements in our organic results. Once awarded, we plan to modify our search engine strategies in support of the Sourcwell award, thereby making it easier for your stakeholders to find the products and services they seek.</p> <p>Digital Display, Search and Banner Advertising -- On a limited basis, we use digital display and search advertising to help create awareness of products and special promotions. We perform in-depth keyword search analytics and develop ad targeting to best reach audience segments at the optimum cost or bid. We also seek web-based affiliations with sites that offer advertising space and are relevant to our end user segments.</p> <p>Social Media -- We leverage our presence on Facebook, LinkedIn, YouTube and Instagram to build brand and product awareness, while creating a strong relationship with end-users and key influencers. We post organic content regularly and run strategic paid social campaigns with highly targeted segmentation. Our social media channels also represent a means for our customers and prospects to engage with us in two-way dialog. We answer all questions posted on our social channels and we view social media as an extension of our customer service efforts. On our YouTube channel we have many training and product videos for customers to view.</p>
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We believe Sourcwell will continue to build equity in its new brand and we will help it do so. Our intentions would be to leverage your efforts and build upon them by strongly associating our products, brands and dealer networks with the Sourcwell brand.</p> <p>The Sourcwell awarded contract will become a fundamental message within our sales process. Many of our selling aids (PowerPoints, literature, catalogs, etc.) will be flagged with the Sourcwell brand and our sales force and authorized dealer network will be trained to use the Sourcwell contract as a primary selling tool.</p> <p>Our sales team is excited to offer the Sourcwell contract to our customers!</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The www.m-bco.com website has a customer login area of the portal where a customer is able to place an order and able to order specific parts. The portal generates an email that goes to customer service to enter the order.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>On the striper body, we offer operator and mechanic training. Typical startup training is 1 day, but can be extended to meet the customer needs. At startup, the technician goes over the complete truck, pointing out each system to familiarize the operators with the functions. The tech will also oversee the crew loading the material into the unit, train on calibration of the timing system, provide field application training and finally will conduct maintenance and mechanic training. Initial startup training is included with every truck purchase. Additional training can be added and is included in the pricing documents.</p> <p>For our broom products the dealer will offer all the required training necessary at point of sale on these units. Our regional sales people will provide further support at the customers request and can bring in a technical expert to also assist via phone or virtual meet at no additional cost to the customer.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>All truck mounted pieces of equipment are custom which allows customers to add any advanced technology that they wish to included. One specific technological advancements offered is the ability to add a Limtech system.</p> <p>In our broom line, we offer a TKH angle broom that is equipped with hidden motors for a tool-less removal for brush replacement, parallel arms for effortless brush contact and oscillation for irregular surfaces.</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The Aebi Schmidt Group is committed to going "green".</p> <p>The following green initiatives were utilized during construction of the new manufacturing and office spaces in our recently completed plant expansion and North America corporate headquarters.</p> <p>Additional wall insulation = R29 to reduce heating/cooling costs Additional roof insulation = R43 to reduce heating/cooling costs Foundation insulation = R7.5 to substantially reduce heat loss through the floor High efficiency windows in both buildings Toilets and urinals with low GPF (low consumption per flush) LED lighting throughout both new spaces (ultra-low energy consumption units) Occupancy sensing light controls in offices and restrooms (lights turn on when someone enters and turn off after a pre-determined time) All exterior lighting is LED controlled by a photo eye VFD air compressors (variable speeds to supply the correct amount of air when required) State of the art Powder Coat system (the system uses energy only when required to perform a process) Switch to Zirconium based pre-treatment for both wet and powder paint lines (biodegradable product can be sent directly to sanitary sewer without a pre-treatment requirement) Multi-stream recycling compactor (cardboard, paper, plastic and glass can be recycled in the same container)</p> <p>All of our North America factories have LED lighting throughout. All factories have segregated waste material containers for metal and cardboard scrap to get recycled. Organizational commitment to reduce paper consumption by 30% Our locations in Germany, Austria, Sweden and Norway are powered by up to 100% sustainably produced electric. In the Netherlands, we produce more than 54% of our electricity requirements. We have 8 projects in development in our organization for e-vehicles devices and modules.</p> <p>Pictures of our waste containers included in documents section.</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Aebi Schmidt doesn't carry any eco-labels on products offered specifically in this response. We do have products that we offer that are eco rated, such as our electric street sweeper which is carbon neutral. We also will work with chassis manufacturers that provide CNG engine options and have even installed pavement striping equipment on one such unit for a customer a few years back. What we do to increase the life cycle of the equipment is by offering service packages. We will re-chassis the paint equipment from one chassis (truck) onto a new one to reuse the paint equipment for longer life. We also offer refurbishment packages that the customer can have their older machine factory serviced to bring it back to life for a longer life cycle. These are our efforts to be more energy efficient in a field that doesn't currently offer any true way to become eco certified.</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Aebi Schmidt North America does not carry any WMBE designations directly. Aebi Schmidt does strive to work with organizations that do hold certifications. Approximately 6% of the parts we source for production of our equipment are from WMBE or SBE organizations. Attached you will see documentation and a letter of our intent.</p> <p>Aebi Schmidt North America does have dealers that we work with that are WMBE and/or SBE orientated. One such dealer we provide product to for the city of Chicago is Steve's Equipment Services. Attached in the documents is their MBE certification with the city of Chicago.</p>
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We offer the option of a Schmidt air dryer. This air dryer has a capacity of 800 CFM which is tops in the industry. This air dryer keeps the glass beads being applied from clumping and keeps the components drier to prevent machine corrosion</p> <p>We bolt down our railing, steps and pump mounts for easy removal so that there is an ease of maintenance. Many competitors will weld them to the trailer.</p> <p>All of the piping of the machine is down through a plumbing process rather than being threaded together. No tools are required for disassembling or reassembling for cleaning or maintenance. There is also no chance of cross threading.</p> <p>The paint stripers have a "flush on the fly system". This system keeps the operator in the cab instead of climbing out to change a spray gun tip when it is plugged.</p> <p>Our company is one of the few that offers a team of in field technicians that can come onsite to a customer to repair a problem.</p> <p>We also offer a package of a winterization and/or refurbishment service of the paint machines. This extends the life cycle of the vehicles for the customer.</p> <p>Finally, we offer our customers a one stop shop for most of their needs when it comes to sales and service for all the machines we sell. We have a large sales and service team internally, along with one of the largest dealer networks in North America.</p>

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	The warranty covers all Aebi Schmidt manufactured products. The chassis is covered by the specific manufacturer's warranty. We will help to work with the chassis manufacturer on your claims to ensure all warranty items are taken care of. Our warranty disclosures are included in the document section.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no usage restrictions or other limitations that adversely affect the coverage. Standard warranties are between 6 months to 1 year depending on the product with no restrictions on usage in that year. Warranty documents included in document section.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes the warranty coverage would cover the technicians travel, time and other expenses if it is necessary for the technician to be onsite for repairs.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	We have no regions in the United States or Canada where we are unable provide a technician to perform repairs. We have technicians that work remotely across the United States including Alaska and two located in Canada.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The chassis warranty is covered by the respective manufacturers. We will cover the other parts that are included in the manufacturing of Aebi Schmidt units including all of our asphalt brooms.
50	What are your proposed exchange and return programs and policies?	Our manufactured units are custom pieces of equipment and are not eligible for return or exchange. Part returns or exchanges are accepted. The customer is responsible for the freight to return items and a 30% restocking fee unless the part being returned was shipped by error (wrong part) of Aebi Schmidt North America. Our goal is customer satisfaction so we will do our best to work with our customers at all times within reason.
51	Describe any service contract options for the items included in your proposal.	All service contracts are tailored to the needs of the customer. They can vary from extended factory warranties to pre or postseason conditioning of the equipment or winterizing for storage. All customers are different and the packages are created to fit the customers needs.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Aebi Schmidt provides 1 year parts and labor warranty on any labor or part installed by a technician in the field. This is beyond the standard warranty of 1 year on most products. For example, if 6 months into ownership a customer has requested a service contract and some parts need replaced, those parts will have a full year warranty on the parts and labor which is 6 months more than the original 1 year warranty provided at purchase was to last.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Aebi Schmidt North America understands that machines are needed to be in use when jobs are in process. During normal business hours we guarantee that you can be in touch with a live person. We have several layers of contact from the internal sales and service people that are in the office from 8 am est. to 5 pm est., to the field technicians and field sales people that can be reached outside of normal business hours if necessary. All issues will be logged into our CRM system as a case and will be moved along a process until the customer is satisfied. A customer will receive a notification email of a case that has been created and additional emails when the case changes statuses. If it is a trouble shooting item that can be taken care of over the phone the case will be closed, but if it requires an onsite technician or part needing ordered then the case will remain open. On a monthly basis, we will evaluate these cases for redundant repair items to determine defects and also how long cases are open on average. As we build the database we will establish firm KPI's to measure each process. Our current KPI is to have a live person speak with the customer to solve the problem same day and work with the customer to find out what is the best way to help them as quickly as possible.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard terms are net 20 days, but for our Sourcewell customers we extend the payment terms to Net 30 days. We accept payment via wire transfer or check. We can also accept credit cards for parts orders under \$10,000.
55	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both financing and leasing options for our customers through the Alliance Funding group. The program is for any transaction from 300,000 to 25 million. Flexible terms ranging from 24 to 96 months repayment of loans or leases for heavy equipment and smaller loans from 5,000 to 250,000 for less expensive items with repayment terms of 3 to 18 months. Brochure included in the documents section.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	A pavement striping build sheet will be used to price out the options for the customer in line with the pricing included in this proposal. All the terms and conditions will be included in the formal quote. Once the build of the unit is agreed upon, the customer will then provide a P.O. documenting their intent to purchase the unit. Upon delivery of the machine we will provide all of the service details, warranty information and contact information of team members that will be able to assist in the future. Build sheet and standard terms and conditions documents are included in the document section.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept credit cards for orders up to \$10,000 with no additional fees. All truck mounted strippers are more expensive than any credit card or p-card can handle. Most often these type of units are put out to bid and purchased via a P.O. and paid for through a check or wire transfer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing documents are attached in the documents section. We are offering our standard list pricing with Sourcewell customers receiving a discount from that price.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell customers receive 15% discount from list price on MB Attachments whole goods and parts. Sourcewell customers will receive a 5% discount off of list price for MB Pavement machines and parts.
60	Describe any quantity or volume discounts or rebate programs that you offer.	5% discount on two or more identical pavement marking units ordered and delivered together. 5 or more MB Attachment Broom units ordered together receives a 2% discount from Sourcewell pricing.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Aebi Schmidt will provide a quote to the customer for special or non standard options.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Customers will either supply their own chassis to install pavement equipment on to or we can provide a chassis of the customers choice at cost plus 3% or \$2,000 whichever is greater for Sourcewell members. Due to the extreme uncertainty of freight cost in the market currently due to the COVID 19 pandemic, freight will be an additional cost and quoted at time of project build or pricing is done.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small equipment is shipped via LTL by common carriers. Truck mounted striping equipment is shipped via drive-away service to all points in the continental U.S. Hauled service is also available for those customers who require an alternative to driving the unit. Customer pick up and drive away is an option as well.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and the U.S. Islands orders will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped via boat or even air if required.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer the ability for our customers to pick up their units from the factory and have factory training while on site at the plant.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered is better than is typically offered on contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The Accounting and IT teams will be responsible for establishing, using, auditing and maintaining the procedure for recording sales to Sourcewell members in order to ensure our ability to report member sales to Sourcewell quarterly and submit the appropriate fee. The management team will receive monthly reports that will identify Sourcewell member orders, pricing, invoicing, and administrative fee to be submitted to Sourcewell. Additionally, the Audit team at the Aebi Schmidt Group, will be advised of the contract requirements so that they can periodically audit for adherence to the contract, including pricing, sales reports, administrative fee submittals, etc. We have documented price lists that will be shared with our dealers and sales people which will be installed into our financial system for orders labeled as Sourcewell with the contract number attached. Each quarter our controllers will roll up all of the sales and ensure the proper administrative fees are sent from our organization to Sourcewell.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Aebi Schmidt North America utilizes the A3 project management process when defining sale targets for our business units, sales team members. Within each A3, targets for sales budgets and growth are broken down. We have created milestones (KPI's) for business units and individual regional territories. One milestone specific to Sourcewell will be created to track progress, usage, understanding, etc. Once awarded each business will be provided a sales growth target for "Sourcewell sales". Meetings are held monthly to track progress of these goals. All opportunities in the CRM system will be labeled as "Sourcewell" opportunities and that data will be tracked. We will develop KPI's for these opportunities to ensure progress is being made with these opportunities and they are trending in the direction of a sale. Metrics will be tracked, baselines for closing percentage are established and expectations will be set. Each salesperson in our organization will have a target established for sales created using Sourcewell
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Aebi Schmidt North America proposes to pay Sourcewell a 2% fee on all sales to Sourcewell members

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Road maintenance equipment including pavement marking machines and broom attachments. We manufacture pavement striping equipment ranging from walk behind to truck mounted equipment used to apply paint, thermoplastic, epoxy or MMA materials. Our broom attachments can be mounted on many different types of vehicles ranging from pickup trucks, off road vehicles to larger dump style trucks and skid steer or loaders. Product information and specification sheets are included in the documents section.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Marking Equipment Line striping equipment Asphalt Brooms Road preparation equipment High speed brooms

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Asphalt recyclers and reclaimers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Large variety of asphalt brooms offered
75	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Large variety of pavement marking equipment offered
76	Other	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Roadway Maintenance Equipment Pricing and Specifications.zip - Thursday August 05, 2021 13:59:29
- [Financial Strength and Stability](#) - Financial Strength and Stability - Ability to Service.zip - Wednesday August 04, 2021 14:19:44
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Wednesday August 04, 2021 14:06:31
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE Documents.zip - Wednesday August 04, 2021 14:12:05
- [Warranty Information](#) - Warranty Documents.zip - Wednesday August 04, 2021 14:10:13
- [Standard Transaction Document Samples](#) - Standard Documents.zip - Wednesday August 04, 2021 14:14:20
- [Upload Additional Document](#) - Additional Documents - Sustainability pictures.zip - Wednesday August 04, 2021 14:20:14

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steffen Schewerda, CEO North America, ASH North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	<input checked="" type="checkbox"/>	1

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT # 080521-AEB WITH M-B COMPANIES, INC. FOR THE PURCHASE OF A MAXI-110A DRUM STREET STRIPER IN A NOT-TO-EXCEED AMOUNT OF \$381,000 FOR THE PUBLIC WORKS STREETS AND WASTEWATER DIVISION; 2) AUTHORIZING A FISCAL 2025 BUDGET ADJUSTMENT TO ESTABLISH AN APPROPRIATION IN THE AMOUNT OF \$381,000 IN THE VEHICLE ACQUISITION FUND; AND 3) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP TO \$38,100 TO THE NOT-TO-EXCEED AMOUNT FOR THE PURCHASE AS A 10% CONTINGENCY FOR UNFORESEEN FLUCTUATIONS IN PRICING.

WHEREAS, the Public Works Streets and Wastewater Division's current 1989 M-B Paint Striper, averaging about 100 miles of striping per year, has already exceeded its useful life of 10-12 years and is scheduled to be replaced, as refurbishment is no longer possible because parts required for repairs and maintenance are no longer available; and

WHEREAS, the City of National City has an opportunity to piggyback onto the Sourcewell Contract # 080521-AEB with M-B Companies, Inc. to allow for the purchase of a Maxi-110A Drum Street Striper; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the Sourcewell Contract # 080521-AEB with M-B Companies, Inc. was competitively bid through a Request for Proposals (RFP) process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City; and

WHEREAS, City staff recommends that the City Council authorize a Fiscal Year 2025 budget adjustment to establish an appropriation in the amount of \$381,000 in the Vehicle Acquisition Fund for the purchase; and

WHEREAS, City staff recommends adoption of the Resolution as stated.

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

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 080521-AEB with M-B Companies, Inc. for the purchase a Maxi-110A Drum Street Striper for the Public Works Streets and Wastewater Division in a not-to-exceed amount of \$381,000.

Section 2: That the City Council hereby authorizes the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to \$38,100 as a 10% contingency for unforeseen fluctuations in pricing.

Section 3: That the City Council hereby authorizes a Fiscal Year 2025 budget adjustment to establish an appropriation in the amount of \$381,000 for the purchase.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Martha Juarez, Assistant Director of Engineering and Public Works
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Awarding a Contract to Bert W. Salas Inc. for 3131 Hoover Avenue Storm Drain Replacement Project, CIP No. 24-11.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Bert W. Salas Inc. in the Not-to-Exceed Amount of \$498,719 for the 3131 Hoover Avenue Storm Drain Replacement Project, CIP 24-11; 2) Authorizing a 15% Contingency in the Amount of \$74,808 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation in the Amount of \$573,527 in the Storm Response Contracted Services Account."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On January 22, 2024, San Diego County experienced a catastrophic rainstorm event (Storm Event) that was considered a "1 in a 1,000-year event" by the United States Geological Survey (USGS). After the Storm Event, the City of National City (City) and other cities within San Diego County declared a state of emergency and deployed City crews to clear debris and assess the severity of damage to homes, businesses and City infrastructure. On January 23, 2024, the Governor of California issued an Emergency Proclamation (Proclamation) to provide support in the response and recovery efforts from the Storm Event and to secure funding (CDAA-2024-04). Subsequent to this Proclamation, the California Office of Emergency Services (CalOES) announced that funding would be available for certain qualified storm-related emergency and permanent repairs, for up to 75% of the cost incurred by the City. Staff has submitted the initial required documentation to CalOES for the storm damage experienced within the City and expects that this project will qualify for reimbursement under that process.

The Storm Event significantly impacted critical City infrastructure, including damage to the City's storm drain system on Hoover Avenue near 32nd Street, resulting in a sink hole at 3131 Hoover Avenue. The condition was identified in the weeks following the storm and immediately stabilized. City staff, supported by on-call consultants, completed the evaluation and design to permanently repair the sink hole and replace approximately 800 feet of failed 24" CMP storm drain pipe. The new installation will consist of primarily HDPE and RCP pipe, which meet industry standards.

On June 25, 2024, a bid solicitation for this project was posted on PlanetBids, a free public electronic bidding system for contractors. On June 22, 2024 and June 29, 2024, the bid solicitation was advertised in local newspapers.

On July 11, 2024, eight (8) bids were received by the 1:00 p.m. deadline. Bert W. Salas Inc. was the apparent lowest bidder with a total bid amount of \$498,719. Upon review of all documents submitted, Bert W. Salas Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications. Attached are the Bid Opening Summary Sheet (Exhibit A), Summary of Bid Items (Exhibit B), and the Owner-Contractor Agreement (Exhibit C).

Once the work is completed, staff will submit the remaining documentation and invoices required by CalOES for eligible reimbursement.

FINANCIAL STATEMENT:

If approved, appropriations for the contract award of \$573,527 would be added to the FY 2025 General Fund budget in Expenditure Account 100-10-19-19900-7299- Storm Emergency Response Contracted Services. Up to 75% of the costs for this project are expected to be eligible for reimbursement by CalOES, but reimbursement is not guaranteed.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A – Bid Opening Summary
- Exhibit B – Three Lowest Bidders Summary
- Exhibit C – Owner-Contractor Agreement
- Exhibit D – Resolution



BID OPENING SUMMARY

NAME: 3131 Hoover Ave. Storm Drain Replacement
CIP NO: 24-11
DATE: July 11, 2024
TIME: 1:00 P.M.
ESTIMATE: \$600,000
PROJECT ENGINEER: Dennis Davies, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Bert W. Salas, Inc 10769 Woodside Ave. Ste 201 Santee, California 92071	\$498,719	Bond
2	CHI Construction 727 S. State College Blvd. Fullerton, California 92831	\$595,600	Bond
3	Palm Engineering Construction Co. 3545 Camino del Rio South San Diego, California 92108	\$644,650	Bond
4	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, California 92126	\$775,153	Bond
5	LB Civil Construction, Inc. 324 E. Valley Pkwy Escondido, California 92025	\$789,500	Bond
6	In The Dirt Engineering. P.O.Box 3232 Ramona, California 92065	\$816,250	Bond
7	Blue Pacific Engineering & Construction. 8825 Aero Drive, Suite 320 San Diego, California 92123	\$979,500	Bond
8	DB PIPELINE INC. 1325 Pipeline Drive Vista, California 92081	\$987,000	Bond



**SUMMARY OF BID ITEMS
TOP THREE BIDS RECEIVED**

NAME: 3131 Hoover Ave. Storm Drain Replacement
CIP NO: 24-11
DATE: July 11, 2024
TIME: 1:00 P.M.
ESTIMATE: \$600,000
PROJECT ENGINEER: Dennis Davies, P.E.

Description	Unit of Measure	Quantity	Bert W. Salas, Inc	CHI Construction	Palm Engineering Construction
Mobilization	LS	1	\$51,870.00	\$52,500.00	\$35,000.00
Storm Water Control	LS	1	\$40,115.00	\$9,000.00	\$30,000.00
Sink Hole Repair to Establish Trench Condition	EA	2	\$57,600.00	\$9,000.00	\$30,000.00
Remove and Replace Existing 24" CMP with 24" HDPE	LF	740	\$154,660.00	\$310,800.00	\$303,400.00
Remove and Replace Existing 24" CMP with 24" RCP	LF	70	\$31,605.00	\$33,600.00	\$36,750.00
Pipe Connections to Existing Structures	EA	15	\$11,250.00	\$67,500.00	\$90,000.00
Head Wall - Regional Std. Drawing (D-32)	EA	1	\$9,524.00	\$7,500.00	\$10,000.00
AC Trench Restoration - Penske Lot	LF	740	\$38,480.00	\$55,500.00	\$44,400.00
AC Trench Restoration - Hoover Ave.	LF	60	\$9,840.00	\$16,200.00	\$5,100.00
Property Preservation	LS	1	\$68,775.00	\$9,000.00	\$35,000.00
Dewatering (Allowance)	LS	1	\$25,000.00	\$25,000.00	\$25,000.00
Total Bid			\$498,719.00	\$595,600.00	\$644,650.00

OWNER - CONTRACTOR AGREEMENT

3131 HOOVER AVE STORM DRAIN REPLACEMENT, CIP NO. 24-11

This Owner-Contractor Agreement (“Agreement”) is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and Bert W Salas Inc. (“Contractor”), 10769 Woodside Ave. Ste 201 Santee, California 92071 on the _____ day of August, 2024, 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:

Contractor:

Ron Morrison
Mayor, City of National City

(Owner/Officer signature)

Attest:

Print name and title

Shelley Chapel
City Clerk, City of National City

(Second officer signature if a corporation)

Print name and title

Contractor's City Business License No.

State Contractor's License No. and Class

Business street address

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

Bid Item	Description	Unit of Measure	Quantity	Bid Item Price
1	Mobilization	LS	1	\$51,870.00
2	Storm Water Control	LS	1	\$40,115.00
3	Sink Hole Repair to Establish Trench Condition	EA	2	\$57,600.00
4	Remove and Replace Existing 24" CMP with 24" HDPE	LF	740	\$154,660.00
5	Remove and Replace Existing 24" CMP with 24" RCP	LF	70	\$31,605.00
6	Pipe Connections to Existing Structures	EA	15	\$11,250.00
7	Head Wall - Regional Std. Drawing (D-32)	EA	1	\$9,524.00
8	AC Trench Restoration - Penske Lot	LF	740	\$38,480.00
9	AC Trench Restoration - Hoover Ave.	LF	60	\$9,840.00
10	Property Preservation	LS	1	\$68,775.00
11	Dewatering (Allowance)	LS	1	\$25,000.00
	Total Bid			\$498,719.00

CORPORATE CERTIFICATE

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.

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: _____

PARTNERSHIP CERTIFICATE

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:

_____ (Notary Seal)

known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. _____, passed the ____ day of _____, 20____ has awarded to _____, hereinafter designated as the "Principal", 3131 Hoover Ave Storm Drain Replacement, CIP No. 24-11.

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 _____ 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 _____ (\$ _____) 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 _____ day of _____, 20____.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (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: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. _____, passed the ____ day of _____, 20__ has awarded _____, hereinafter designated as the "Principal", 3131 Hoover Ave. Storm Drain Replacement, CIP No 24-11.

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 _____ 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 _____ 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 _____ day of _____, 20____.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

Surety

Principal

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: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDDING A CONTRACT TO BERT W. SALAS INC. IN THE NOT-TO-EXCEED AMOUNT OF \$498,719 FOR THE 3131 HOOVER AVENUE STORM DRAIN REPLACEMENT PROJECT, CIP 24-11; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$74,808 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION IN THE AMOUNT OF \$573,527 IN THE STORM RESPONSE CONTRACTED SERVICES ACCOUNT.

WHEREAS, on January 22, 2024, San Diego County experienced a significant rainstorm event ("Storm Event") that was considered a "1 in a 1,000-year event" by the United States Geological Survey; and

WHEREAS, the City of National City ("City") and other cities within San Diego County declared a state of emergency and deployed City crews to clear debris and assess the severity of damage to homes, businesses and City infrastructure; and

WHEREAS, on January 23, 2024, the Governor of California issued an Emergency Proclamation ("Proclamation") to provide support in the response and recovery efforts from the Storm Event and to secure funding (CDAA-2024-04); and

WHEREAS, subsequent to the Proclamation, the California Office of Emergency Services announced that funding would be available for certain qualified storm-related emergency and permanent repairs, for up to 75% of the cost incurred; and

WHEREAS, the Storm Event significantly impacted critical City infrastructure, including damage to the City's storm drain system on Hoover Avenue near 32nd Street, resulting in a sink hole at 3131 Hoover Avenue; and

WHEREAS, the 3131 Hoover Avenue Storm Drain Replacement Project, CIP 24-11 (the "Project") will permanently repair the sink hole and replace approximately 800 feet of failed 24" CMP storm drain pipe; and

WHEREAS, on June 25, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on June 22nd and June 29th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on July 11, 2024, eight (8) bids were received by the 1:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, and Bert W. Salas Inc.'s bid in the total bid amount of \$498,719 was deemed responsive and the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Bert W. Salas Inc. in the not-to-exceed amount of \$498,719 for the 3131 Hoover Avenue Storm Drain Replacement Project, CIP 24-11; 2) authorizing a 15% contingency in the amount of \$74,808 for any unforeseen

changes; 3) authorizing the Mayor to execute the contract; and 4) establishing an appropriation in the amount of \$573,527 in the Storm Response Contracted Services account for the Project.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with Bert W. Salas Inc. in the not-to-exceed amount of \$498,719 for the 3131 Hoover Avenue Storm Drain Replacement Project, CIP No. 24-11.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of \$74,808 for any unforeseen changes.

Section 3: That the City Council authorizes the establishment of an appropriation in the amount of \$573,527 in the Storm Response Contracted Services account.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Awarding a Contract to Wright Construction Engineering Corp for Paradise Creek Emergency Storm Damage Repair, CIP No. 24-08.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Wright Construction Engineering Corp. in the Not-to-Exceed Amount of \$261,075.00 for the Paradise Creek Emergency Storm Damage Repair, CIP No. 24-08; 2) Authorizing the Mayor to Execute the Contract; and 3) Authorizing the Establishment of an Appropriation in the Amount of \$261,075 in the Storm Response Contracted Services Account."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On January 22, 2024, San Diego County experienced a catastrophic rainstorm event (Storm Event) that was considered a "1 in a 1,000-year event" by the United States Geological Survey (USGS). After the Storm Event, the City of National City (City) and other cities within San Diego County declared a state of emergency and deployed City crews to clear debris and assess the severity of damage to homes, businesses and City infrastructure. On January 23, 2024, the Governor of California issued an Emergency Proclamation (Proclamation) to provide support in the response and recovery efforts from the Storm Event and to secure funding (CDAA-2024-04). Subsequent to this Proclamation, the California Office of Emergency Services (CalOES) announced that funding would be available for certain qualified storm-related emergency and permanent repairs, for up to 75% of the cost incurred by the City. Staff has submitted the initial required documentation to CalOES for the storm damage experienced within the City and expects that this project will qualify for reimbursement under that process.

The Storm Event significantly impacted critical City infrastructure, including the Paradise Creek storm water conveyance channel near Paradise Valley Road. The Storm Event caused slope failures and an unprecedented amount of debris and sediment to be deposited in the channel, significantly reducing channel capacity. It is imperative that the channel be repaired and restored in a timely manner to mitigate the potential for future flooding. Staff estimates that approximately 1,640 cubic yards (CYD) of debris and sediment have accumulated in the channel since the Storm Event, which is equivalent to over 160 dump truck loads of dirt.

Staff requested bids from three qualified contractors to complete the work detailed in Exhibit A. Bids were received by June 14, 2024. Upon review of the bids, staff confirmed that Wright Construction Engineering Corp was the lowest responsive bidder, with a bid amount of \$261,075.

The Bid Opening Summary Sheet (Exhibit B) and the Owner-Contractor Agreement (Exhibit C) are attached.

Once the work is completed, staff will submit the remaining documentation and invoices required by CalOES for eligible reimbursement.

FINANCIAL STATEMENT:

If approved, appropriations in the amount of \$261,075 would be added to the FY 2025 General Fund budget in Expenditure Account 100-10-19-19900-7299- Storm Emergency Response Contracted Services. Up to 75% of the costs for this project are expected to be eligible for reimbursement by CalOES, but reimbursement is not guaranteed.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Scope of Work

Exhibit B – Bid Opening Summary

Exhibit C – Owner-Contractor Agreement

Exhibit D – Resolution

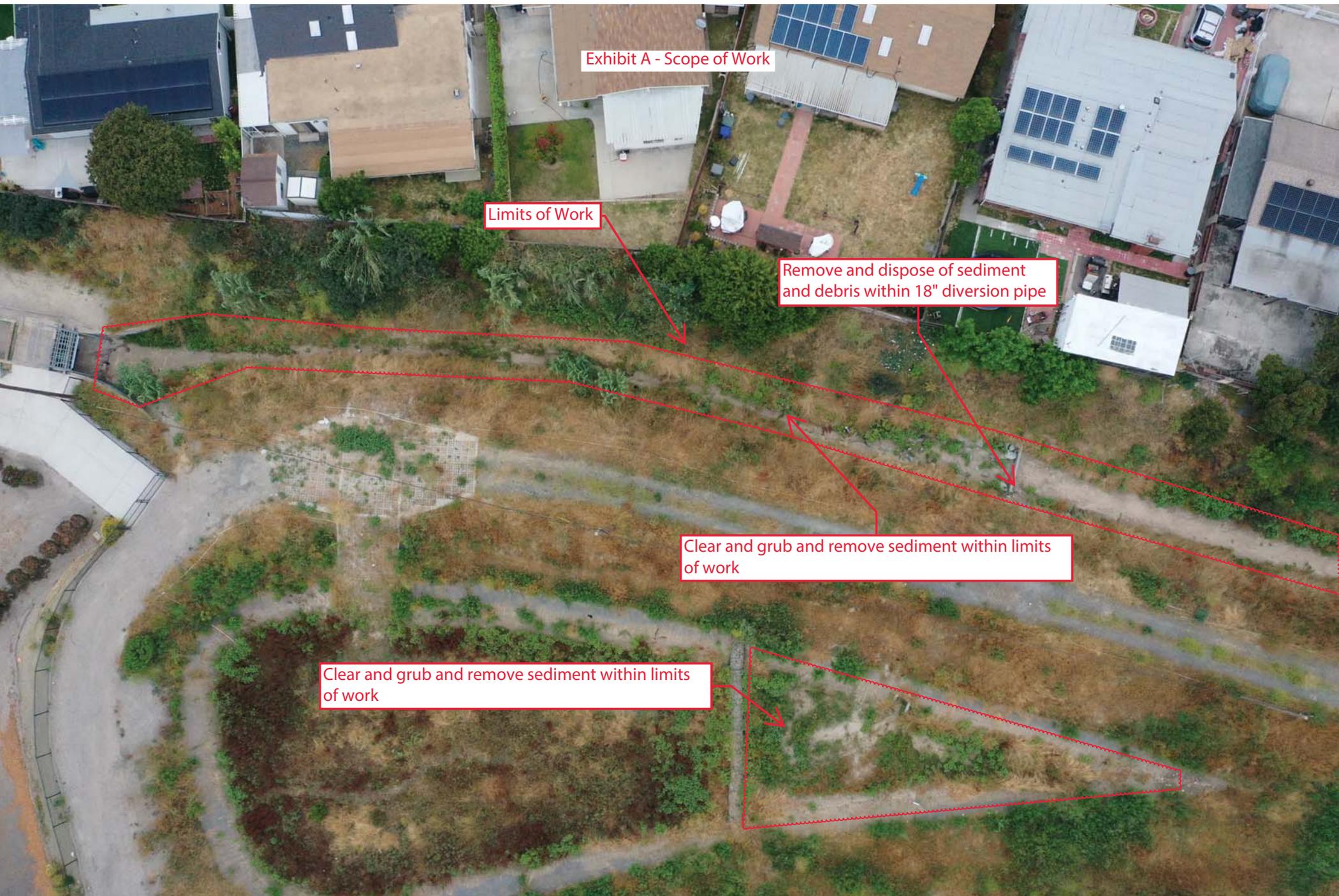


Exhibit A - Scope of Work

Limits of Work

Remove and dispose of sediment and debris within 18" diversion pipe

Clear and grub and remove sediment within limits of work

Clear and grub and remove sediment within limits of work



Remove and dispose of sediment and debris within 18" diversion pipe

Limits of Work

Clear and grub and remove sediment within limits of work



Limits of Work

Repair slope failure to match existing slope

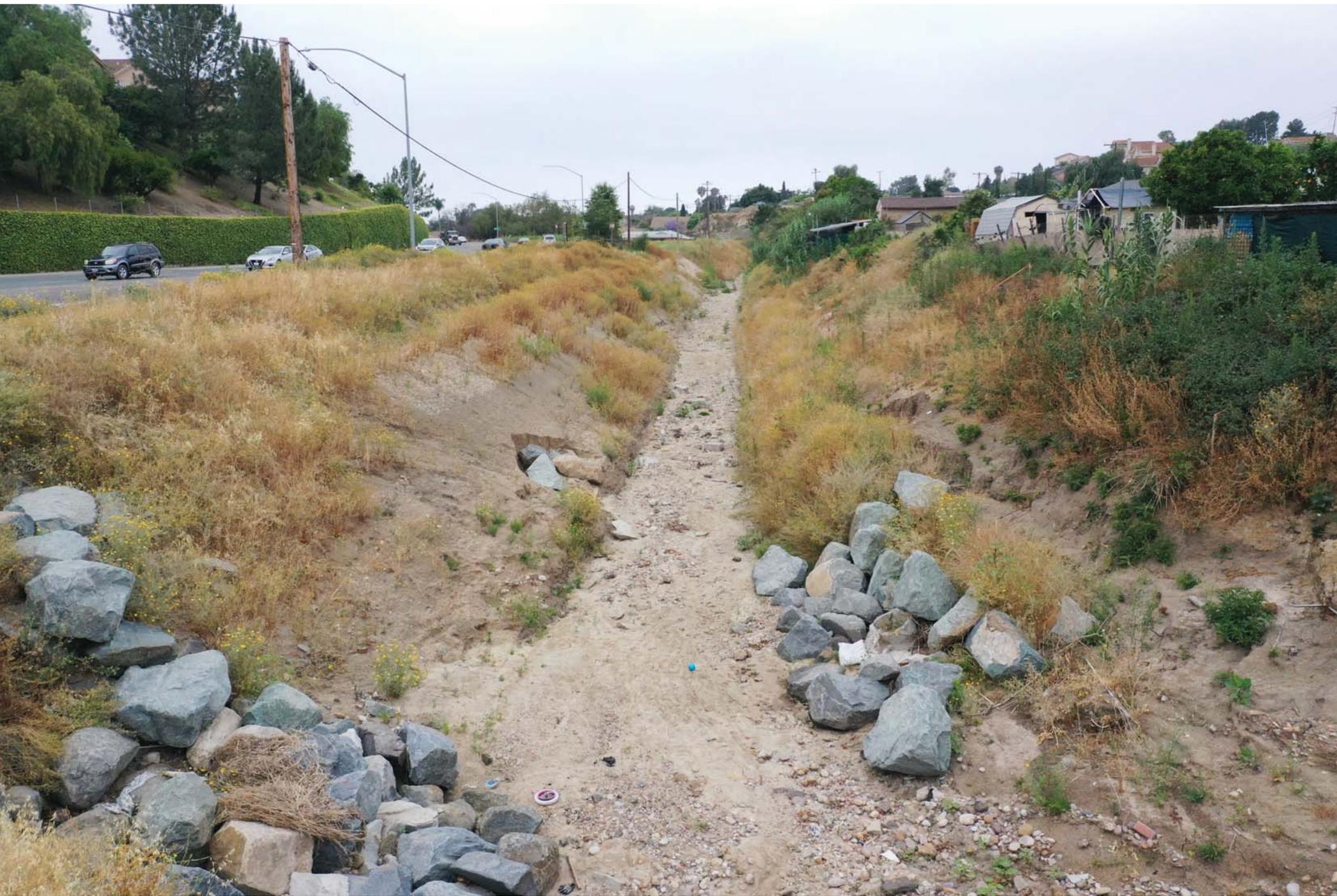
Clear and grub and remove sediment within limits of work

Relocate rip rap as directed by the Engineer just outside of creek











BID OPENING SUMMARY

NAME: Paradise Creek Emergency Storm Damage Repair
CIP NO: 24-08
DATE: June 14, 2024
TIME: 1:00 P.M.
ESTIMATE: \$200,000
PROJECT ENGINEER: Luca Zappiello

NO.	BIDDER'S NAME	BID AMOUNT
1	Wright Construction 2625 S Santa Fe Ave San Marcos, California 92069	\$261,075
2	LB Civil 324 E. Valley Pkwy Escondido, California 92025	\$423,000
3	TC Construction 10540 Prospect Ave Santee, CA 92071	Non-bidder

OWNER - CONTRACTOR AGREEMENT

PARADISE CREEK EMERGENCY STORM DAMAGE REPAIR

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and Wright Construction Engineering Corp. ("Contractor"), 2625 S Santa Fe Ave, San Marcos, CA 92069, on the 24th day of June, 2024, 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 13, 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:

Contractor:

Wright Construction Engineering

Ron Morrison, Mayor

(Owner/Officer signature)

Wesley Wright - President

Print name and title

APPROVED AS TO FORM:

(Second officer signature if a corporation)

By: _____
Barry J. Schultz
City Attorney

Print name and title

09049155

Contractor's City Business License No.

995153 - Class "A"

State Contractor's License No. and Class

2625 S Santa Fe Ave.,

Business street address

San Marcos, CA 92069

City, State and Zip Code

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

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

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

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

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

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

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

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans/Exhibits

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 “A”



Exhibit A - Scope of Work

Limits of Work

Remove and dispose of sediment and debris within 18" diversion pipe

Clear and grub and remove sediment within limits of work

Clear and grub and remove sediment within limits of work

Exhibit “B”

EXHIBIT B

CONTRACT PRICE



Paradise Creek Emergency Storm Damage Repair
Bid Line Items
 June 11, 2024

Bid Items					
No.	Item	Unit	Quantity	Unit Price	Amount
Base Bid					
1	Mobilization/Demobilization	LS	1	\$5,400.00	\$5,400.00
2	Traffic and Pedestrian Control	LS	1	\$2,800.00	\$2,800.00
3	SWPPP, Water Quality Control	LS	1	\$4,200.00	\$4,200.00
4	Clearing and Grubbing	LS	1	\$37,575.00	\$37,575.00
5	Removal and Disposal of Sediment Deposited by Storm	CY	1640	\$120.00	\$196,800.00
6	Removal and Disposal of Sediment and Debris within 18" RCP Diversion Pipe	LS	1	\$8,500.00	\$8,500.00
7	Repair Slope Failure to Match Existing Slope	LS	1	\$1,950.00	\$1,950.00
8	Relocate Rip Rap as Directed by Engineer	LS	1	\$3,850.00	\$3,850.00
BASE BID TOTALS:					\$261,075.00

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDDING A CONTRACT TO WRIGHT CONSTRUCTION ENGINEERING CORP. IN THE NOT-TO-EXCEED AMOUNT OF \$261,075.00 FOR THE PARADISE CREEK EMERGENCY STORM DAMAGE REPAIR, CIP NO. 24-08; 2) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 3) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION IN THE AMOUNT OF \$261,075 IN THE STORM RESPONSE CONTRACTED SERVICES ACCOUNT.

WHEREAS, on January 22, 2024, San Diego County experienced a catastrophic rainstorm event (“Storm Event”) that was considered a “1 in a 1,000-year event” by the United States Geological Survey; and

WHEREAS, the City of National City (“City”) and other cities within San Diego County declared a state of emergency and deployed City crews to clear debris and assess the severity of damage to homes, businesses and City infrastructure; and

WHEREAS, on January 23, 2024, the Governor of California issued an Emergency Proclamation (“Proclamation”) to provide support in the response and recovery efforts from the Storm Event and to secure funding (CDAA-2024-04); and

WHEREAS, subsequent to the Proclamation, the California Office of Emergency Services announced that funding would be available for certain qualified storm-related emergency and permanent repairs, for up to 75% of the cost incurred; and

WHEREAS, the Storm Event significantly impacted critical City infrastructure, including the Paradise Creek storm water conveyance channel near Paradise Valley Road, causing slope failures and an unprecedented amount of debris and sediment to be deposited in the channel; and

WHEREAS, the Paradise Creek Emergency Storm Damage Repair project, CIP No. 24-08 (the “Project”) will complete necessary repairs and remove the debris and sediment prior to, and in preparation for, the upcoming rainy season; and

WHEREAS, in order to ensure timely completion of the Project following the Storm Event, City staff requested bids from three qualified contractors to complete the work; and

WHEREAS, on June 14, 2024, three bids were received by the deadline; and

WHEREAS, upon review of all documents submitted, Wright Construction Engineering Corp.’s bid in the total bid amount of \$261,075 was deemed responsive and the lowest responsible bidder qualified to perform the work for the Project; and

WHEREAS, Wright Construction Engineering Corp. is currently constructing a separate City project in the vicinity of the Project and has relevant equipment and personnel mobilized in the Project area; and

WHEREAS, the City Council has determined that adherence to applicable competitive bidding requirements for public projects would not be in the public interest, such that no

competitive advantage can be gained by soliciting formal bids, because public health, safety, and welfare require timely completion of the Project before the rainy season; because informal bids were obtained by City staff and Wright Construction Engineering Corp. submitted the lowest cost bid; and because Wright Construction Engineering Corp. is currently mobilized on a nearby project for the City which would increase the efficiency and cost-effectiveness of work on the Project; and

WHEREAS, City staff recommends 1) awarding a contract to Wright Construction Engineering Corp. in the not-to-exceed amount of \$261,075 for the Paradise Creek Emergency Storm Damage Repair project, CIP No. 24-08; 2) authorizing the Mayor to execute the contract; and 3) establishing an appropriation in the amount of \$261,075 in the Storm Response Contracted Services account for the Project.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with Wright Construction Engineering Corp. in the not-to-exceed amount of \$261,075.00 for the Paradise Creek Emergency Storm Damage Repair, CIP No. 24-08, attached as Exhibit C to the Agenda Report.

Section 2: That the City Council hereby authorizes the establishment of an appropriation in the amount of \$261,075 in the Storm Response Contracted Services account.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer-Civil
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

8th Street Bicycle and Pedestrian Rail Crossing Enhancements CIP 22-33 PSA

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement No. F029 with the State of California Department of Transportation for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements Project, CIP 22-33; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of \$100,000 with a Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of \$12,960."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In June 2022, staff submitted a Cycle 6 Active Transportation Program (ATP) grant applications to the California Department of Transportation (Caltrans) for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements project (Project). The Project, also referred to as the "8th Street & Harbor Drive BNSF Crossing," proposes to construct a two-way multiuse path to provide a safe, accessible crossing of the BNSF rail tracks near 8th Street and Harbor Drive for bicyclists and pedestrians. The project will include coordination with a variety of stakeholders such as BNSF, Naval Base San Diego, San Diego MTS, CPUC, etc. Exhibit A shows the project location.

At their December 7, 2022 meeting, the California Transportation Commission (CTC) awarded an ATP grant to the City of National City in the amount of \$2,248,000 for the Project.

The \$2,248,000 is allocated by project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - \$100,000
- Plans, Specifications, and Estimate (PS&E) - \$370,000
- Right of Way (RW) - \$130,000
- Construction (CON) - \$1,648,000

During its October and December 2023 meetings, the CTC allocated funding for the PA&ED phase in the amount of \$100,000 (see attached Exhibit B – Allocation Letter).

On June 14, 2024, Caltrans issued a PSA to City staff authorizing the City to proceed with the PA&ED phase in the amount of \$100,000 with a required local match of \$12,960 (see attached Exhibit C – PSA). The local match will be funded with Transportation Development Impact Fee (TDIF) funds for Mobility Enhancements through prior City Council appropriations.

The PA&ED phase is expected to be completed by the first quarter of 2025. It should be noted that the PS&E and CON phases, and associated expenditures, will commence only after the City requests and receives corresponding Allocation Letters from Caltrans authorizing the City to proceed. At the beginning of each subsequent phase, staff will return to the City Council to provide an update and establish appropriations.

FINANCIAL STATEMENT:

If approved, budget adjustments will be made in the Engineering Department Grants Fund as follows:

Expenditure Account: 296-10-18-18500-7598- 6620296 – CIP 22-23: \$100,000
Revenue Account: 296-10-18-18500-3463- Other State Grants (ATP): \$100,000

The local match will be met utilizing existing appropriations in the Transportation Development Impact Fee Fund in the following account:

Expenditure Account: 326-10-18-18500-7598-4114326: \$12,960

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Project Location Map
Exhibit B – Allocation Letter
Exhibit C – PSA
Exhibit D – Resolution



*8th St Bicycle and Pedestrian Rail Crossing Enhancements
Regional Active Transportation Program Grant Application*

Existing Site Plan

DEPARTMENT OF TRANSPORTATION
 Division of Local Assistance
 1120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY 711



December 18, 2023

11-SD-0-NATC
 ATPL-5066(058)
 Adv Id: 1124000081
 PPNO: 11-1527
 Request No: 1

Mr. Steve Manganiello
 Public Works Director
 City of National City
 1243 National City Blvd.
 National City, CA 91950

Dear Mr. Manganiello:

Your letter dated October 2, 2023 requested a fund allocation from the Active Transportation Program for the City of National City 8th Street Bicycle and Pedestrian Rail Crossing Enhancements - Construct a two-way Class 1 safe crossing of the rail tracks near 8th and Harbor in National City for bicyclists and pedestrians. This project is programmed in the Active Transportation Program (ATP), as amended.

At their December 7, 2023 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on December 7, 2023, effective December 7, 2023.

Allocation No. 2024-127		ATP	FUND ALLOCATION		
Senate District No.:	40				
Assembly District	79				
		Amount Programmed	Fiscal Year Programmed	Amount Previously Allocated	This Request
E&P		\$100,000	2024	\$0	\$100,000
	Federal Funds				\$100,000
	State Funds				\$0
	Total	\$100,000		\$0	\$100,000

This allocation makes available \$100,000 of federal funds* and \$0 of State (or State-only) funds for a total of \$100,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation:

Funds allocated for project E & P are available for expenditure until:	June 30, 2026.
Funds allocated for project PS & E are available for expenditure until:	Not Applicable.
Funds allocated for project RW are available for expenditure until:	Not Applicable.
Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.	

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension to each of the deadlines specified above if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at <https://dot.ca.gov/programs/local-assistance> for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,



for ROBERT NGUYEN , Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: SANDAG
Attachment: CTC Vote Box

Mr. Steve Manganiello

December 18, 2023

Page 3

ATPL-5066(058)

bc: LPA

DLA AE Project Files

District - (11) DLAE - Brian Ott

PROGRAM SUPPLEMENT NO. F029
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv. Project ID
 1124000081

Date: June 14, 2024
Location: 11-SD-0-NATC
Project Number: ATPL-5066(058)
E.A. Number:
Locode: 5066

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

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

PROJECT LOCATION: Construct a two-way Class 1 safe crossing of the rail tracks near 8th and Harbor in National City for bicyclists and pedestrians.

TYPE OF WORK: 8th Street Bicycle and Pedestrian Rail Crossing Enhancements **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z3E2		LOCAL		OTHER
\$112,960.00		\$100,000.00	\$12,960.00		\$0.00

CITY OF NATIONAL CITY

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer  **Date** 6/14/24 **\$100,000.00**

SPECIAL COVENANTS OR REMARKS

1.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
 - G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform

SPECIAL COVENANTS OR REMARKS

Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

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

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

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

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

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

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred

SPECIAL COVENANTS OR REMARKS

costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

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

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

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

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

2. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

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

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by

SPECIAL COVENANTS OR REMARKS

STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

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

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

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

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

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion

SPECIAL COVENANTS OR REMARKS

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

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

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund

SPECIAL COVENANTS OR REMARKS

transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

P. This PROJECT has received funds from Active Transportation Program (ATP).

SPECIAL COVENANTS OR REMARKS

The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

3. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.
4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

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

Pertinent Nondiscrimination Authorities:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

SPECIAL COVENANTS OR REMARKS

testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

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

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

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

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

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F029 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE 8TH STREET BICYCLE AND PEDESTRIAN RAIL CROSSING ENHANCEMENTS PROJECT, CIP 22-33; 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$100,000 AND CORRESPONDING REVENUE BUDGET; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF \$12,960.

WHEREAS, in June 2022, City staff submitted a Cycle 6 Active Transportation Program (“ATP”) grant application to the California Department of Transportation (“Caltrans”) for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements project (“Project”); and

WHEREAS, the Project proposes to construct a two-way multiuse path to provide a safe, accessible crossing of the BNSF rail tracks near 8th Street and Harbor Drive for bicyclists and pedestrians; and

WHEREAS, at their December 7, 2022 meeting, the California Transportation Commission (“CTC”) awarded an ATP grant in the amount of \$2,248,000 to the City of National City (“City”) for the Project; and

WHEREAS, the \$2,248,000 award was distributed by Project phases as follows: Project Approval and Environmental Documents (“PA&ED”) - \$100,000; Plans, Specifications, and Estimate (“PS&E”) - \$370,000; Right of Way (“RW”) - \$130,000; Construction (“CON”) - \$1,648,000; and

WHEREAS, on June 14, 2024, Caltrans issued an Authorization to Proceed to the City for the PA&ED phase, formalized as a Program Supplement Agreement (“PSA”), confirming the State Funds portion of \$100,000 with a required local match of \$12,960; and

WHEREAS, funds are available to meet the local match requirement in the Transportation Development Impact Fees Fund; and

WHEREAS, City staff recommends the City Council adopt this Resolution authorizing the Mayor to execute PSA No. F029 with Caltrans for the Project to allow for reimbursement of up to \$100,000 for the PA&ED phase.

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

Section 1: That the City Council hereby authorizes the Mayor to execute Program Supplement Agreement No. F029 with the State of California Department of Transportation for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements project, CIP 22-33.

Section 2: That the City Council hereby authorizes the establishment of an Engineering Grants Fund appropriation of \$100,000 and corresponding revenue budget.

Section 3: That the City Council hereby authorizes to commit to providing a local match of \$12,960 from the Transportation Development Impact Fees Fund.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Emergency Manager
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

2023 LISTOS California CERT Support Grant

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Accepting Funds in the Amount of \$18,746.00 from the California Governor's Office of Emergency Services 2023 LISTOS California CERT Support Grant, for the National City Fire Department's Community Emergency Response Team (CERT) Program and Authorizing the Establishment of a Reimbursable Grants City-wide Fund Appropriation and Corresponding Revenue Budget."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The LISTOS California CERT Support Grant (LC) Program was created to provide funding to new and existing Community Emergency Response Team (CERT) programs to support projects that help prepare vulnerable and underserved populations. The National City Fire Department (NCFD) submitted a proposal and has been selected to receive funding in the amount of \$18,746.00. This grant will allow the NCFD to provide CERT, LISTOS, CPR/AED and First Aid, Stop the Bleed, and You Are the Help Until Help Arrives in Spanish. All instructional materials will be available in Spanish. National City CERT Member Hector Montano, a FEMA CERT Certified Trainer, will be leading the Spanish instruction. The NCFD will work with Spanish CERT and LISTOS participants to help recruit future class participants. The NCFD hopes to be able to stand up Spanish language CERT teams during disasters and emergencies, as needed. The grant also provides funding for:

- Emergency Rain Ponchos
- Mylar Emergency Blankets
- Buddy Hunter Dome Tents - 2-Person
- 100 Person Portable Sanitation Kits
- Hygiene Kits for Women
- Hygiene Kits for Men
- Binders

Grant period of performance is from June 1, 2024 – December 31, 2025.

FINANCIAL STATEMENT:

If approved, the budget adjustments will be made in Reimbursable Grants fund in the following accounts:

Expenditure Accounts:
282-70-22-22718-7355- Minor Equipment - \$4,646.00

282-70-22-22718-7226- Training - \$14,100.00

Revenue Account: 282-70-22-22718-3463- Other State Grants - \$18,746.00.

No City match required.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with
the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – CalOES Award Letter

Exhibit B – Resolution

June 17, 2024

Sergio Mora
Fire Chief
National City, City of - Fire Department
1243 National City Boulevard
National City, CA 91950-4301

Subject: **Grant Subaward Application Approval**
Listos California CERT Support Grant Program
Grant Subaward #: LC23 01 8608

Dear Sergio Mora:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$18,746, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Please contact your Program Specialist Kathryn Hardoy, at Kathryn.Hardoy@caloes.ca.gov with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file
Program Specialist

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING FUNDS IN THE AMOUNT OF \$18,746.00 FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES 2023 LISTOS CALIFORNIA CERT SUPPORT GRANT, FOR THE NATIONAL CITY FIRE DEPARTMENT'S COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET.

WHEREAS, the LISTOS California CERT Support Grant (LC) Program was created to provide funding to new and existing Community Emergency Response Team (CERT) programs to support projects that help prepare vulnerable and underserved populations; and

WHEREAS, the National City Fire Department (NCFD) submitted a proposal and has been selected to receive funding in the amount of \$18,746.00; and

WHEREAS, this grant will allow the NCFD to provide CERT, LISTOS, CPR/AED and First Aid, Stop the Bleed, and You Are the Help Until Help Arrives in Spanish; and

WHEREAS, all instructional materials also available in Spanish; and

WHEREAS, National City CERT Member Hector Montano, a FEMA CERT Certified Trainer, will be leading the Spanish instruction; and

WHEREAS, the NCFD will work with Spanish CERT and LISTOS participants to help recruit future class participants; and

WHEREAS, the NCFD hopes to be able to stand up Spanish language teams during disasters and emergencies, as needed; and

WHEREAS, the grant will also provide funding for Emergency Rain Ponchos, Mylar Emergency Blankets, Buddy Hunter Dome Tents - 2-Person, 100 Person Portable Sanitation Kits, Hygiene Kits for Women, Hygiene Kits for Men, and Binders; and

WHEREAS, the grant period of performance is from June 1, 2024 – December 31, 2025.

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

Section 1: That the City Council hereby authorizes the Mayor to accept funds in the amount of \$18,746.00 from the LISTOS California CERT Support Grant Program.

Section 2: Authorizes the establishment of appropriations in the amount of \$18,746.00 with a corresponding revenue budget in the Reimbursable Grants City-wide Fund for equipment and training for the City's CERT program.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Agreement between the City of National City and Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Law.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving an Agreement Between the City of National City and Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Law."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City ("City") engages outside legal support for specialized areas. This year, the City will be embarking upon labor negotiations with its three formal labor groups. A City Committee consisting of Mayor Morrison, Councilmember Bush, City Manager Benjamin Martinez, Human Resources Director Lydia Hernandez, and City Attorney Barry J. Schultz conducted interviews with three (3) law firms, Kreisberg Law Firm, Liebert Cassidy Whitmore, and Burke, Williams & Sorensen, LLP. Based on these interviews, it is recommended to the City Council that the City engage Liebert Cassidy Whitmore for the upcoming labor negotiations.

FINANCIAL STATEMENT:

Appropriations for this purpose are included in the City Manager's budget for FY25.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement
Exhibit B – Resolution

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
LIEBERT CASSIDY WHITMORE**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 6th day of August, 2024 between the CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and **LIEBERT CASSIDY WHITMORE** (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with as-needed, general legal services regarding labor relations and labor negotiations matters, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on August 6, 2024, through July 31, 2025. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Manager.

Article 3. Scope of Services. FIRM shall provide, as-needed, general legal services regarding labor relations and labor negotiations matters, including the following: perform the full range of services related to the negotiation, drafting and implementation of MOUs, including proactively advising on current legal trends and issues related to labor negotiations and agreements. Compensation for these “labor relations and labor negotiations” services shall be as set forth in Article 4 of this Agreement.

Upon request, FIRM may provide other labor and employment legal services, including representing the CITY in unfair labor practice, arbitration, litigation, mediation, fact-finding, appeals and other hearings that may relate to labor relations and labor negotiations, as well as advising the CITY on non-labor related employment law matters. Compensation for these “other labor and employment legal services” shall be as set forth in Article 4 of this Agreement..

Article 4. Compensation. Compensation paid under this Agreement shall be in accordance with the rate schedule attached as Exhibit A to this Agreement.

- A. The FIRM shall not use more than one attorney for the same specific task without the CITY’S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.
- B. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 3.

C. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

D. Bills from the FIRM should be submitted to Benjamin A. Martinez, City Manager, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

E. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

F. Billing Format. Each billing entry must be complete, discrete and appropriate.

- (1) Complete.
 - (a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.
 - (b) The date the work was performed must be included.
 - (c) The hours should be billed in .10 hour increments.
 - (d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).
 - (e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

- (3) Appropriate.
 - (a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

G. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY’S representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM

without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. 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. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM 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 or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; 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.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, which insurance shall apply to all owned, non-owned and hired vehicles.

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

D. **Workers' Compensation Insurance** requirement will be waived by the City if there are six (6) employees or fewer, consistent with state law.

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 FIRM 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 FIRM does not keep all insurance policies required by this Article 10 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 Article, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the FIRM 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 FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, 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 FIRM 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 FIRM 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.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: bmartinez@nationalcityca.gov
bschultz@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Steven M. Berliner
LIEBERT CASSIDY WHITMORE
6033 W. Century Boulevard 5th Floor
Los Angeles, CA 90045
Email: sberliner@lcwlegal.com

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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. *Headings.* 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. *California Law.* This Agreement shall be construed and interpreted 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.

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

I. *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.

J. *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.

K. *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, and (iii) 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: _____
Benjamin A. Martinez
City Manager

LC
LIEBERT CASSIDY WHITMORE
B. _____ Esq.

Title: *Monetary partner*

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	\$440.00
Senior Counsel	\$365.00
Associates	\$270.00 - \$345.00
Labor Relations/Human Resources Consultant	\$280.00
Classification & Compensation Consultant	\$210.00
Paralegals	\$150.00
E-Discovery Specialists	\$175.00
Law Clerks	\$150.00 - \$185.00

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND LIEBERT CASSIDY WHITMORE FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LABOR LAW.

WHEREAS, the City of National City (“City”) engages outside legal support for specialized areas; and

WHEREAS, this year, the City will be embarking upon labor negotiations with its three formal labor groups; and

WHEREAS, approval of this agreement would allow Liebert Cassidy Whitmore to represent the City during negotiations; and

WHEREAS, a City Committee consisting of Mayor Morrison, Councilmember Bush, City Manager Martinez, Human Resources Director Hernandez and City Attorney Schultz recommends that the City Council approve an Agreement between the City of National City and Liebert Cassidy Whitmore for legal services in the specialized area of labor law.

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

Section 1: Approves the agreement between the City of National City and Liebert Cassidy Whitmore for legal services in the specialized area of labor law attached to the Agenda Report as Exhibit A.

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

PASSED and ADOPTED this 6th day of August 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Acceptance of Highway Safety Improvement Program Funding for the Construction Phase of the Pedestrian Safety Enhancements Project, CIP 22-16.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Establishment of an Engineering Grants Fund Appropriation of \$367,500 and Corresponding Revenue Budget for the Construction Phase of the Pedestrian Safety Enhancements Project, CIP 22-16, Reimbursable through the Highway Safety Improvement Program Grant Approved by Caltrans."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On March 30, 2021, the California Department of Transportation (Caltrans) awarded the City of National City a \$427,500 Highway Safety Improvement Program (HSIP) grant for the Pedestrian Safety Enhancements Project. The grant award is allocated by project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - \$10,000
- Plans, Specifications, and Estimate (PS&E) - \$50,000
- Construction (CON) - \$367,500

On January 24, 2022, Caltrans issued an Authorization to Proceed to the City for the PA&ED and PS&E phases, establishing the date for eligible reimbursement.

The Project will install pedestrian countdown signal heads, advance stop bar before crosswalks (Bicycle Box), and modify signal phasing to implement a Leading Pedestrian Interval (LPI) at the following eight (8) signalized intersections:

1. Harbison Ave & E. Plaza Blvd
2. Harbison Ave & E. 8th St.
3. E Plaza Blvd & Highland Ave
4. Highland Ave & E. 8th St.
5. Highland Ave & E. 21st St.
6. Highland Ave & E. 18th St.
7. National City Blvd & E 8th St.
8. Highland Ave & E 30th St.

This project was identified through the review of two previously completed safety planning projects:

- 1) National City INTRA Connect Plan, funded by a Caltrans Sustainable Transportation Planning Grant in 2018; and
- 2) National City Local Roadway Safety Plan (LRSP), funded by a Caltrans HSIP grant, which used traffic collision data collected from the Statewide Integrated Traffic Records System (SWITRS) for the 5-year period of January 1, 2013 through December 31, 2017.

On May 27, 2024, the City submitted an allocation request to Caltrans requesting to allocate funding for the Construction (Con) phase.

On July 2, 2024, Caltrans issued an Allocation Letter allocating \$367,000 for the Construction phase (see attached Exhibit B). Therefore, staff recommends authorizing the establishment of an Engineering Grants Fund appropriation of \$367,500 and corresponding revenue budget for the Construction Phase of the Pedestrian Safety Enhancements Project, CIP 22-16, reimbursable through a Highway Safety Improvement Program (HSIP) grant approved by Caltrans.

Design of this project has been completed, and construction is anticipated to start before the end of 2024.

FINANCIAL STATEMENT:

If approved, a budget adjustment will be made in the Engineering Department Grants Fund as follows:

Expenditure Account: 296-10-18-18500-7598-6051296 - HSIP Grant: \$367,500

Revenue Account: 296-10-18-18500-3463- Other State Grants: \$367,500

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

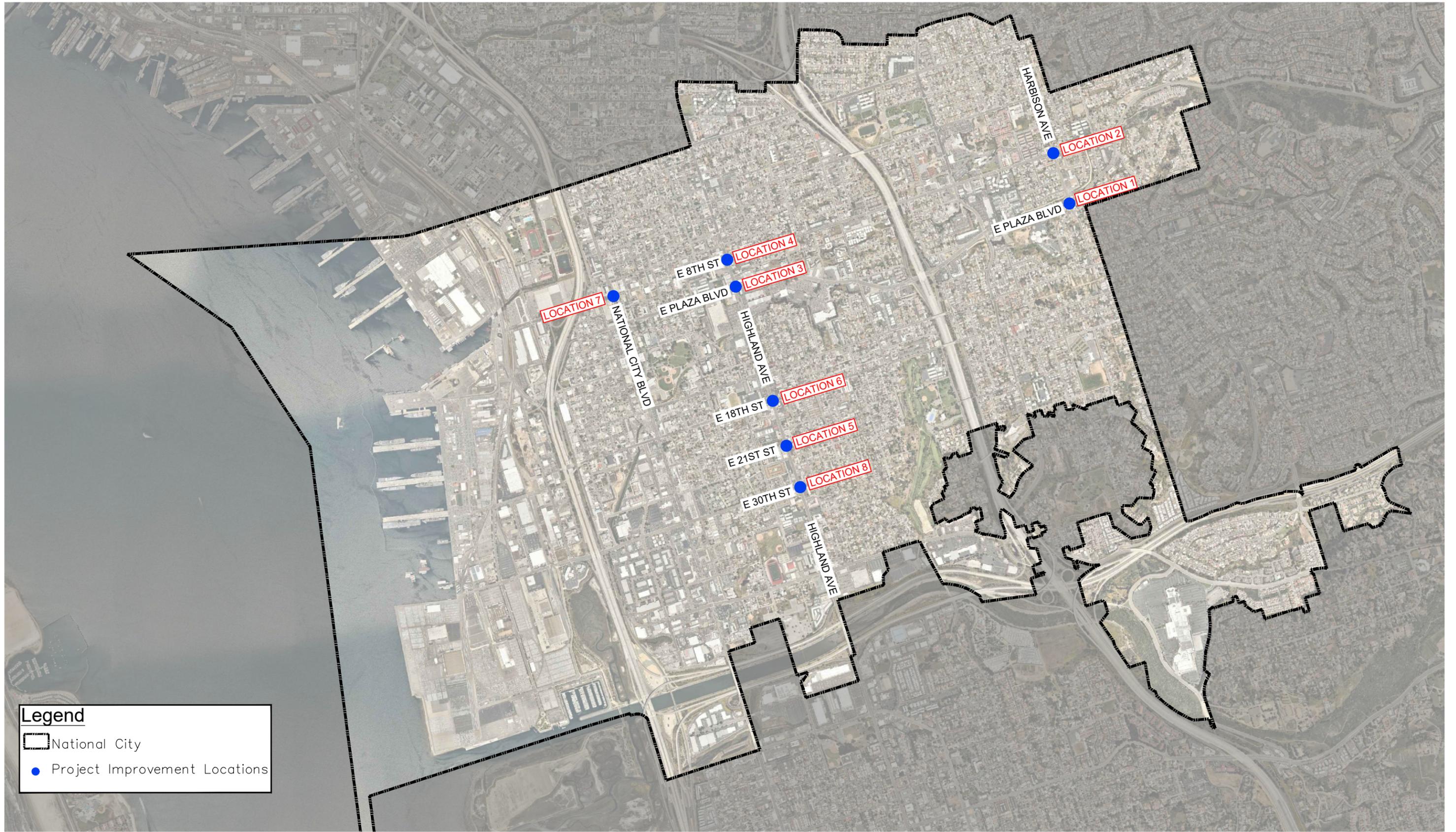
Not Applicable

EXHIBITS:

Exhibit A – Project Location Map

Exhibit B – Allocation Letter

Exhibit C – Resolution



Legend

- National City
- Project Improvement Locations

NATIONAL CITY HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) - CYCLE 10

Attachment 2 - Vicinity and Location Map



DEPARTMENT OF TRANSPORTATION



Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

File : 11-SD-0-NATC
HSIPSL-5066(050)
Signalized intersections at
Harbison Ave/E Plaza Blvd,
Harbison Ave/E 8th St, E Plaza
Blvd/Highland Ave,

July 2, 2024

Mr. Stephen Manganiello
Director of Engineering & Public Works
City of National City
1243 National City Blvd.
National City, CA 91950

Attn: Mr. Luca Zappiello

Dear Mr. Manganiello:

Your letter dated June 13, 2024 requested an allocation of State funds from the Highway Safety Improvement Program (HSIP) project (project location: Signalized intersections at Harbison Ave/E Plaza Blvd, Harbison Ave/E 8th St, E Plaza Blvd/Highland Ave, Highland Ave/E 8th St, Highland Ave/E 21st St, Highland Ave/E 18th St, ...). The State hereby makes the allocation in the amount of \$367,500.00 of State funds for Construction phase of this project effective July 02, 2024. You may now proceed with the Construction phase of the project. Any work for the Construction phase that has been approved for funding and is performed after this date will be eligible for reimbursement. Please refer to the Finance Letter for the complete approved funding of all phases for this project.

All projects require a Master Agreement and Program Supplement Agreement to be in place prior to the payment of project invoices. If one has not already been executed, this office will soon send you a Program Supplement Agreement and Master Agreement for execution. Please do not submit invoices for this project until the agreements are fully executed by both you and the State.

Invoices are to be submitted at a minimum of every six (6) months in order to remain active.

If you have any questions, please contact your District Local Assistance Engineer.

Sincerely,



for ROBERT NGUYEN, Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: DLA AE Project Files
(11) DLAE - Brian Ott
Local Program Accounting
HQ HSIP Manager - Richard Ke

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$367,500 AND CORRESPONDING REVENUE BUDGET FOR THE CONSTRUCTION PHASE OF THE PEDESTRIAN SAFETY ENHANCEMENTS PROJECT, CIP 22-16, REIMBURSABLE THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM GRANT APPROVED BY CALTRANS.

WHEREAS, the Pedestrian Safety Enhancements project, CIP 22-16 ("Project") will install pedestrian countdown signal heads, advance stop bar before crosswalks (Bicycle Box), and modify signal phasing to implement a Leading Pedestrian Interval at eight (8) signalized intersections: (1) Harbison Ave & E. Plaza Blvd; (2) Harbison Ave & E. 8th St.; (3) E Plaza Blvd & Highland Ave; (4) Highland Ave & E. 8th St.; (5) Highland Ave & E. 21st St.; (6) Highland Ave & E. 18th St.; (7) National City Blvd & E 8th St.; (8) Highland Ave & E 30th St; and

WHEREAS, on March 30, 2021, the California Department of Transportation ("Caltrans") awarded a \$427,500 Highway Safety Improvement Program ("HSIP") grant to the City of National City ("City") for the Project; and

WHEREAS, the \$427,500 award was distributed by Project phases as follows: Project Approval and Environmental Documents ("PA&ED") - \$10,000; Plans, Specifications and Estimate ("PS&E") - \$50,000; and Construction (CON) - \$367,500; and

WHEREAS, on January 24, 2022, Caltrans issued an Authorization to Proceed to the City for the PA&ED and PS&E phases, establishing the date for eligible reimbursement; and

WHEREAS, on May 27, 2024, the City submitted an allocation request to Caltrans requesting to allocate funding for the Construction phase; and

WHEREAS, on July 2, 2024, Caltrans authorized the City to proceed with the Construction phase in the amount of \$367,500; and

WHEREAS, City staff recommends the City Council adopt this Resolution authorizing the establishment of an Engineering Grants Fund appropriation and corresponding revenue budget to allow for reimbursement of up to \$367,500 in eligible Project expenditures through the HSIP grant.

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

Section 1: That the City Council hereby authorizes the establishment of an Engineering Grants Fund appropriation of \$367,500 and corresponding revenue budget for the Construction phase of the Pedestrian Safety Enhancements Project, CIP 22-16, reimbursable through the Highway Safety Improvement Program grant approved by Caltrans.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: Greg Rose, Property Agent
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Affordable Housing Density Bonus Agreement for 2039 E 8th Street

RECOMMENDATION:

Approve the Resolution Entitled “Resolution of the City Council of the City of National City, California, Approving an Affordable Housing Density Bonus Agreement and Related Documents with Talas LLC, a California Limited Partnership, Restricting the Rent and Occupancy of Three (3) Units to Very Low-Income Households in Exchange for the Density Bonus and One (1) Incentive Pursuant to California Government Code Sections 65915 – 65918 for the Development of 48 Housing Units Located at 2039 E 8th Street in National City.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Talas LLC (“Developer”) would like to build a 48 unit project at 2039 E 8th Street. Developer can build 47 units by right. Developer is proposing to restrict three (3) units to very low-income households, defined as 50% of Area Median Income, in exchange for one (1) bonus unit and one (1) incentive, pursuant to California Government Code Section 65915-65918. The incentive allows for a deviation from minimum public and private open space requirements.

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

FINANCIAL STATEMENT:

The developer will pay all City fees associated with the construction of this project. Upon completion, it will add to the property tax base for the City. The Housing Authority will collect an annual monitoring fee; that fee is currently \$215.00 per affordable unit and is subject to revision.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review. CCR 15378; PRC 21065.

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Background

Exhibit B - Density Bonus Agreement

Exhibit C - Deed of Trust

Exhibit D - Resolution

BACKGROUND REPORT

California's Density Bonus Law is a mechanism that allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units. The Density Bonus Law (found in California Government Code Sections 65915 – 65918) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a 50% increase in project densities, depending on the amount of affordable housing provided. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects, financial assistance is necessary to make the project feasible.

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

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

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

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

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

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

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

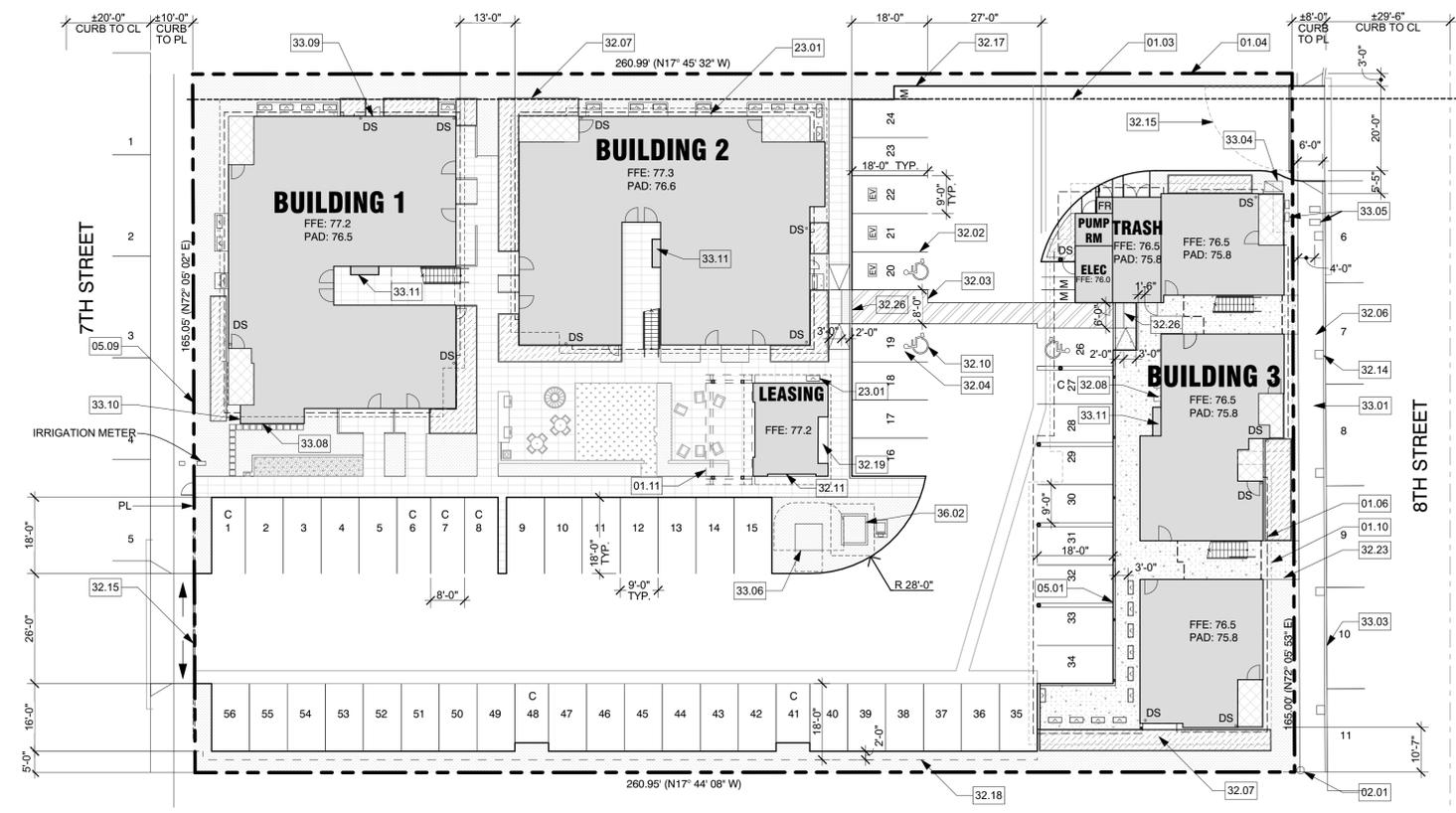
The Density Bonus Law is often used by developers to obtain more housing than the local jurisdiction would ordinarily permit, it can also be a helpful land use tool. The density bonus can provide a useful mechanism for increasing allowable density without requiring local officials to approve general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

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

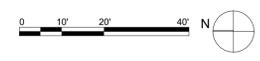
Developer incentives are; one bonus unit and a waiver from public & private open space requirements.

50% Area Median Income Limits for National City effective April 1, 2024								
Family Size	1	2	3	4	5	6	7	8
	\$53,050	\$60,600	\$68,200	\$75,750	\$81,850	\$87,900	\$93,950	\$100,000

The site plans for the apartment project at 2039 E 8th Street start on the following page.



1 SITE PLAN
SCALE: 1" = 20'



KEYNOTES - SITE PLAN

- 01.03 EASEMENT LINE
- 01.04 PROPERTY LINE
- 01.05 SETBACK LINE
- 01.06 LINE OF WALL / FLOOR ABOVE
- 01.10 LINE OF ROOF EDGE
- 01.11 LINE OF TRELLIS ABOVE
- 01.15 LINE OF OPENING ABOVE
- 01.16 REFER TO BUILDING PLANS/ELEVATIONS FOR UNIT SPECIFIC EXTERIOR WALL CONDITION & TYPE

- 02.01 EXISTING POWER POLE

- 05.01 METAL COLUMN: REF. STRUCTURAL DWGS
- 05.03 HANDRAIL
- 05.04 METAL FENCE: REF. LANDSCAPE DWGS
- 05.07 GUARDRAIL: METAL TUBE STEEL FRAME W/ RAILING WIRE MESH, McNICHOLES 2'x2' SQUARE

- 11.02 BIKE RACK

- 21.01 RECESSED FIRE EXTINGUISHER: REF. DETAIL 3 / A803
- 23.01 MECH CONDENSER UNIT: REF. MECHANICAL DWGS

- 32.01 EXT. HARDSCAPE: REF. CIVIL DWGS
- 32.02 4" PARKING STRIPING, ACCESSIBLE, BLUE, 4/A813
- 32.03 ACCESSIBLE LOADING AISLE
- 32.04 ACCESSIBLE VAN PARKING SPACE, 4 & 13/A813
- 32.05 LANDSCAPE PLANTER: REF. LANDSCAPE DWGS
- 32.06 STREET TREE: REF. LANDSCAPE DWGS
- 32.07 BIO-FILTER PLANTER/BMP AREA: REF. CIVIL DWGS
- 32.08 BICYCLE PARKING
- 32.09 WHEELSTOP: REF. DETAIL
- 32.10 INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA)
- 32.11 USPS/ADA COMPLIANT MAILBOXES
- 32.12 RETAINING WALL: REF. CIVIL DWGS
- 32.13 KNOX BOX: FIRE DEPARTMENT ACCESS
- 32.14 2x2 TREE GRATE: REF. LANDSCAPE DWGS
- 32.15 VEHICLE GATE: PROVIDE KNOX KEYSWITCH OVERSIDE TO BE INSTALLED NEXT TO VEHICLE ENTRY ON THE EXTERIOR
- 32.16 TRASH/RECYCLE BINS
- 32.17 MOTORCYCLE SPACE: 3'-0" WIDE x 8'-0" LONG
- 32.18 2'-0" VEHICLE OVERHANG
- 32.19 PARCEL LOCKERS
- 32.20 ELECTRIC VEHICLE CHARGING STATION
- 32.21 ELECTRIC VEHICLE S PROVIDE SIGNAGE AND STRIPPING
- 32.22 TURNAROUND SPACE
- 32.23 PEDESTRIAN GATE
- 32.24 STEEL SECURITY ENCLOSURE WITH GATE
- 32.26 DETECTABLE WARNING SIGNS TO COMPLY WITH SECTION 11B-705

- 33.01 SIDEWALK
- 33.02 FDC AND CHECK VALVE
- 33.03 EDGE OF CURB
- 33.04 FIRE BACKFLOW PREVENTER: REF. CIVIL DWGS
- 33.05 DOMESTIC WATER BACKFLOW PREVENTER: REF. CIVIL DWGS
- 33.06 TRANSFORMER
- 33.07 DRAIN: REF. PLUMBING DWGS
- 33.08 FIRE RISER CLOSET
- 33.09 WATER HEATER CLOSET
- 33.10 ELECTRICAL CLOSET: REF. ELEC DWGS
- 33.11 MPOE CLOSET

- 36.02 PROPOSED BATTERY LOCATION
- 36.03 EV CHARGER ALLEYS WHEN INSTALLED SHALL COMPLY WITH THE ACCESSIBILITY PROVISIONS FOR EV CHARGERS IN CBC 11B.

NOTE: NOT ALL KEYNOTES LISTED ABOVE ARE REF'D IN THE DRAWINGS. DISREGARD UNUSED KEYNOTES.

GENERAL NOTES

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

SITE PLAN LEGEND

- PROPOSED BUILDING FOOTPRINT
- HARDSCAPE: CONCRETE
- PERMEABLE PAVERS
- LANDSCAPE
- BIO RETENTION BASIN

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

project title

KIRE 8th ST

2039 EAST 8TH STREET, NATIONAL CITY CA 91950

ARCHITECTURAL SITE PLAN

Stephen Dalton Architects

444 S. CEDROS, STUDIO 190
SOLANA BEACH, CA 92075
t: 858.792.5906 / f: 858.792.5916

job no. **2208**

date	6/28/2023 CITY SUBMITTAL 01
	9/8/2023 CITY SUBMITTAL 02
	11/6/23 CITY SUBMITTAL 03

sheet **A101**

KEYNOTES - FLOOR PLANS

- 01.01 ALIGN
- 01.02 OPEN TO BELOW / BEYOND
- 01.04 PROPERTY LINE
- 01.05 SETBACK LINE
- 01.06 LINE OF WALL / FLOOR ABOVE
- 01.07 LINE OF CEILING
- 01.08 LINE OF WALL BELOW
- 01.09 LINE OF DECK BELOW
- 01.14 SOFFIT: REF. PLANS
- 01.15 LINE OF OPENING ABOVE
- 03.04 RAMP LANDING CLEARSPACE
- 03.05 CONCRETE CURB, 6" ABOVE HIGHEST ADJACENT SURFACE
- 04.01 CMU WALL, REF. STRUCTURAL
- 04.02 SCREEN BLOCK, REF. LANDSCAPE
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- 05.05 TRELIS
- 05.06 METAL STAIR STRINGER/RISERS/TREADS, EXTERIOR EXIT STAIRS
- 05.07 GUARDRAIL: METAL TUBE STEEL FRAME W/RAILING WIRE MESH, McNICHOLES 2"x2" SQUARE
- 06.02 2x FURRING
- 06.03 FLOOR / ROOF FRAMING, REF. STRUCTURAL DWGS
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- 06.11 CASEWORK
- 06.15 LINE OF CASEWORK ABOVE
- 07.04 SLOPE DECK TO EXTERIOR, 1/4" : 12 MIN.
- 08.01 ATTIC ACCESS PANEL, 20" X 30" MIN, 1 HR FIRE RATED, PFH-DRY BY CENDREX OR EQUAL
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- 11.01 UNDERCOUNTER REFRIGERATOR
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- 33.09 WATER HEATER CLOSET
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- 33.11 MPOE CLOSET

GENERAL NOTES

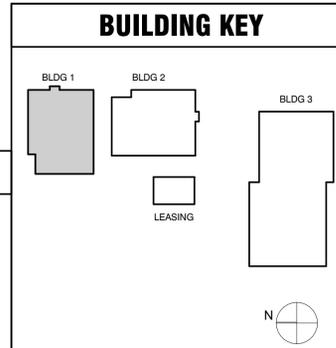
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2. (12 A801) FOR TYPICAL WALL SECTION
3. (4 A801) (7 A801) FOR TYPICAL FIRE RATED EXTERIOR WALLS
4. (6 A801) FOR TYPICAL FIRE RATED INTERIOR WALLS
5. (8 A801) (9 A801) FOR TYPICAL EXT. WALLS
6. (10 A808) (11 A808) (12 A808) FOR TYPICAL EXT. BALCONIES
7. () FOR GENERAL ASSEMBLY, ACOUSTIC SEALANT AND RESILIENT NOTES
8. (15 A801) FOR ACOUSTIC JOINTS @ WALLS
9. (10 A802) (11 A802) FOR CONTINUATION OF RATING AT DROP CEILINGS & SOFFITS
10. (9 A802) (12 A802) FOR CONTINUATION OF RATING AT WALL OUTLETS & TUBS
11. (4 A802) (2 A803) (3 A803) FOR PENETRATION OF 1-HR ASSEMBLIES @ RECESSED FIXTURES
12. (13 A802) FOR PENETRATION OF 1-HR FLOOR/CEILING ASSEMBLIES @ DUCT CHASE
13. (3 A804) (6 A804) FOR PLUMBING PENETRATIONS OF 1-HR WALL ASSEMBLIES
14. (10 A808) (11 A808) FOR EXHAUST/INTAKE PENETRATIONS @ EXTERIOR WALLS
15. () FOR GENERAL PENETRATION NOTES & DETAILS
16. () FOR ADDITIONAL INFORMATION ON DOORS & WINDOWS
17. (1 A806) (2 A806) (3 A806) (5 A806) FOR TYPICAL FLASHING DETAILS AT FRAMING TRANSITIONS BETWEEN WALLS & FLOORS
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20. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING FOR ADDITIONAL INFORMATION, REFERENCE STRUCTURAL DRAWINGS, FOR NON-STRUCTURAL SLABS AND HARDSCAPE, REFERENCE LANDSCAPE DRAWINGS
21. DECK JOISTS NOT PERMITTED TO BE RIPPED WHEN DIMENSIONED LUMBER IS USED.

2 BUILDING 1 2ND FLOOR
SCALE: 1/8" = 1'-0"

1 BUILDING 1 1ST FLOOR
SCALE: 1/8" = 1'-0"

WALL LEGEND

	8" CMU WALL
	2x6 STAGGERED WOOD STUD @ 16" O.C.
	2x6 WOOD STUD @ 16" O.C.
	2x4 WOOD STUD @ 16" O.C.
	SOFFIT



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2039 EAST 8TH STREET, NATIONAL CITY CA 91950

project title



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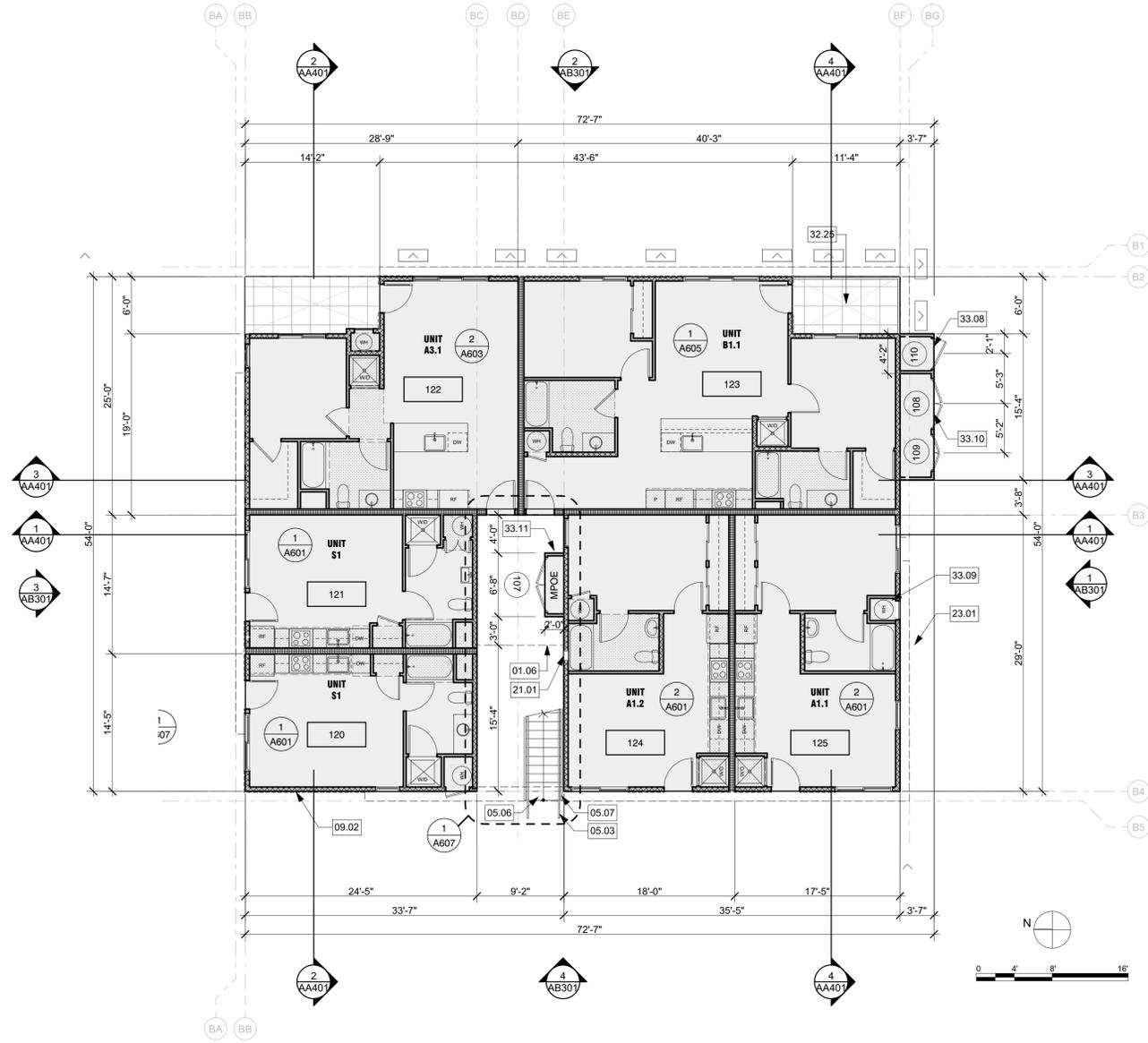
BUILDING 1 FLOOR PLANS

job no. **2208**

date

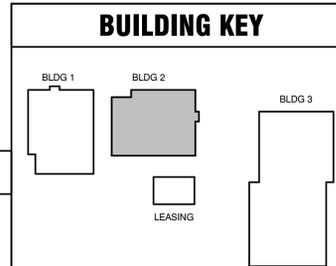
6/28/2023	CITY SUBMITTAL 01
9/8/2023	CITY SUBMITTAL 02
11/6/23	CITY SUBMITTAL 03

sheet **AA201**



1 BUILDING 2 1ST FLOOR
SCALE: 1/8" = 1'-0"

WALL LEGEND	
	8" CMU WALL
	2x6 STAGGERED WOOD STUD @ 16" O.C.
	2x6 WOOD STUD @ 16" O.C.
	2x4 WOOD STUD @ 16" O.C.
	SOFFIT



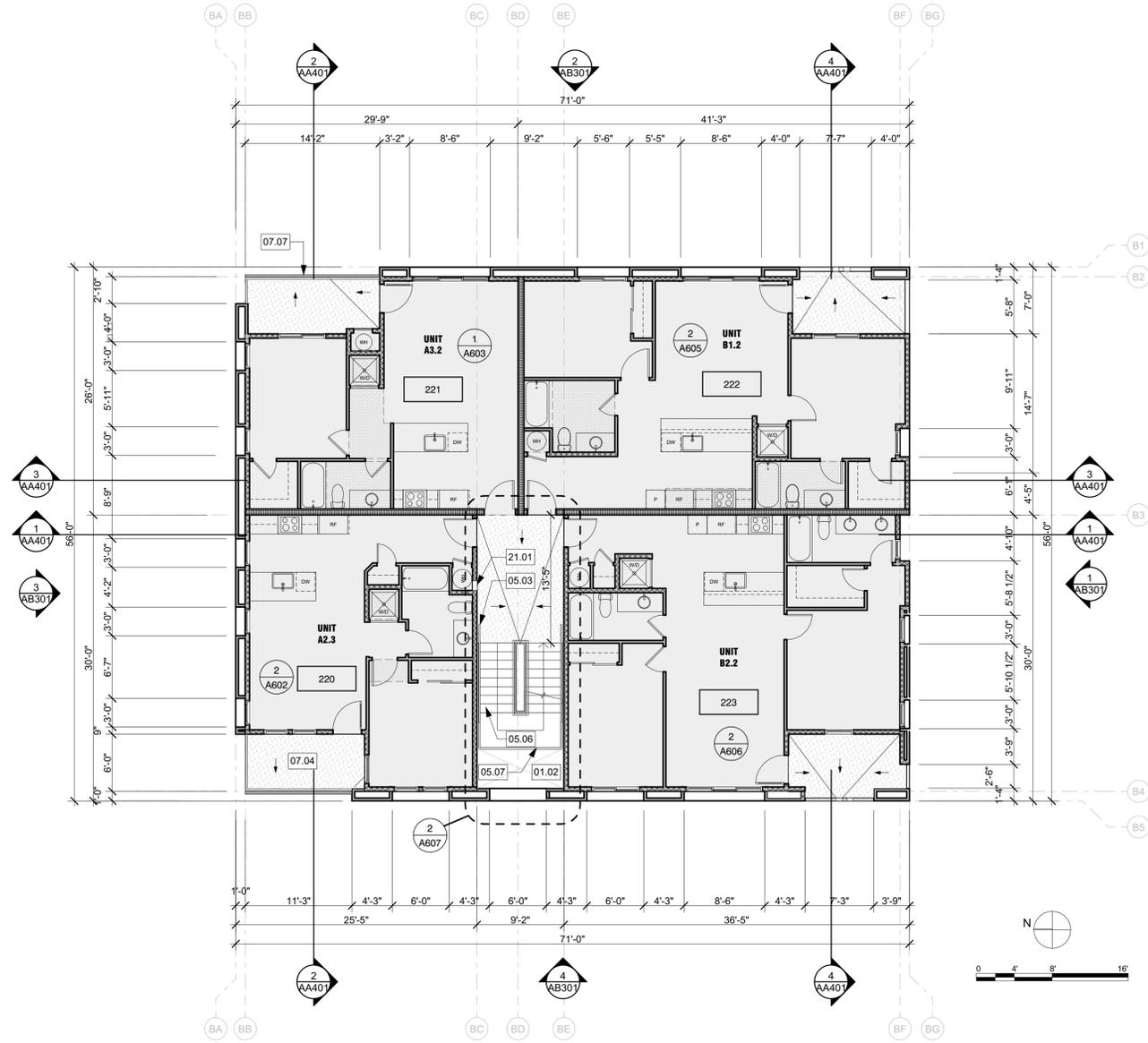
KEYNOTES - FLOOR PLANS

- 01.01 ALIGN
- 01.02 OPEN TO BELOW / BEYOND
- 01.04 PROPERTY LINE
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- 01.06 LINE OF WALL / FLOOR ABOVE
- 01.07 LINE OF CEILING
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GENERAL NOTES

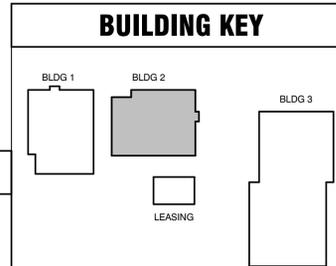
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ARCHITECTS
 LICENSED ARCHITECT
 GREEN E. DALEY
 01/31/25
 STATE OF CALIFORNIA
BUILDING 2 FLOOR PLANS
 job no. **2208**
 date
 6/28/2023 CITY SUBMITTAL 01
 9/8/2023 CITY SUBMITTAL 02
 11/6/23 CITY SUBMITTAL 03
sheet
AB201



1 BUILDING 2 2ND FLOOR
SCALE: 1/8" = 1'-0"

WALL LEGEND	
	8" CMU WALL
	2x6 STAGGERED WOOD STUD @ 16" O.C.
	2x6 WOOD STUD @ 16" O.C.
	2x4 WOOD STUD @ 16" O.C.
	SOFFIT



KEYNOTES - FLOOR PLANS

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- 06.11 CASEWORK
- 06.15 LINE OF CASEWORK ABOVE
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project title

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stephen dalton architects

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t: 858.792.5906 / f: 858.792.5916

BUILDING 2 FLOOR PLANS

job no. **2208**

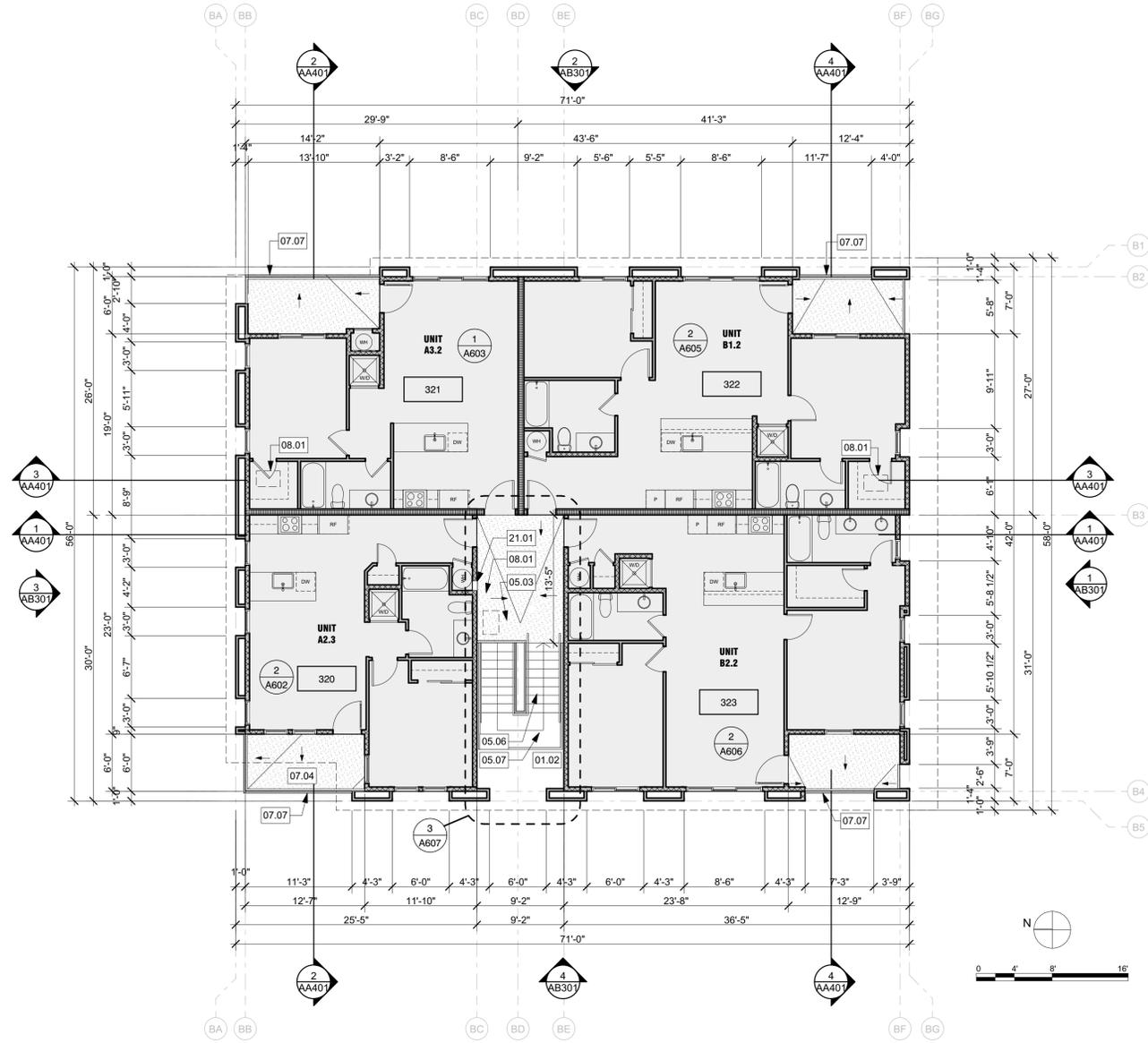
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6/28/2023
CITY SUBMITTAL 01

9/8/2023
CITY SUBMITTAL 02

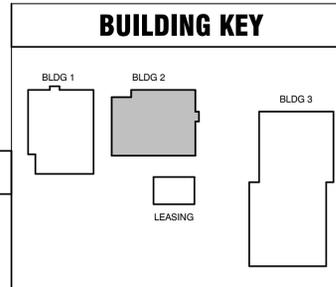
11/6/23
CITY SUBMITTAL 03

sheet **AB202**



1 BUILDING 2 3RD FLOOR
SCALE: 1/8" = 1'-0"

WALL LEGEND	
	8" CMU WALL
	2x6 STAGGERED WOOD STUD @ 16" O.C.
	2x6 WOOD STUD @ 16" O.C.
	2x4 WOOD STUD @ 16" O.C.
	SOFFIT



KEYNOTES - FLOOR PLANS

- 01.01 ALIGN
- 01.02 OPEN TO BELOW / BEYOND
- 01.04 PROPERTY LINE
- 01.05 SETBACK LINE
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- 06.15 LINE OF CASEWORK ABOVE
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BUILDING 2 FLOOR PLANS

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ARCHITECTS

job no. **2208**

date

6/28/2023	CITY SUBMITTAL 01
9/8/2023	CITY SUBMITTAL 02
11/6/23	CITY SUBMITTAL 03

sheet **AB203**

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- 01.02 OPEN TO BELOW / BEYOND
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GENERAL NOTES

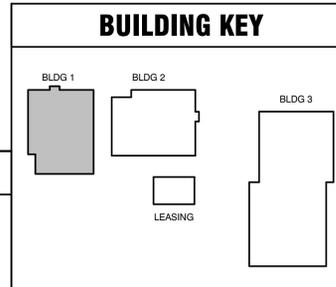
1. PENETRATIONS OF FIRE-RESISTIVE WALLS, FLOOR-CEILINGS AND ROOF-CEILINGS SHALL BE PROTECTED AS REQUIRED IN CBC SECTION 714.
2. (12 A801) FOR TYPICAL WALL SECTION
3. (4 A801) (7 A801) FOR TYPICAL FIRE RATED EXTERIOR WALLS
4. (6 A801) FOR TYPICAL FIRE RATED INTERIOR WALLS
5. (8 A801) (9 A801) FOR TYPICAL EXT. WALLS
6. (10 A808) (11 A808) (12 A808) FOR TYPICAL EXT. BALCONIES
7. (A801) FOR GENERAL ASSEMBLY, ACOUSTIC SEALANT AND RESILIENT NOTES
8. (15 A802) FOR ACOUSTIC JOINTS @ WALLS
9. (10 A802) (11 A802) FOR CONTINUATION OF RATING AT DROP CEILINGS & SOFFITS
10. (9 A802) (12 A802) FOR CONTINUATION OF RATING AT WALL OUTLETS & TUBS
11. (4 A802) (2 A803) (3 A803) FOR PENETRATION OF 1-HR ASSEMBLIES @ RECESSED FIXTURES
12. (13 A802) FOR PENETRATION OF 1-HR FLOOR/CEILING ASSEMBLIES @ DUCT CHASE
13. (3 A804) (6 A804) FOR PLUMBING PENETRATIONS OF 1-HR WALL ASSEMBLIES
14. (10 A808) (11 A808) FOR EXHAUST/INTAKE PENETRATIONS @ EXTERIOR WALLS
15. (A802) (A803) (A804) FOR GENERAL PENETRATION NOTES & DETAILS
16. (A801) (A802) FOR ADDITIONAL INFORMATION ON DOORS & WINDOWS
17. (1 A806) (2 A806) (3 A806) (5 A806) FOR TYPICAL FLASHING DETAILS AT FRAMING TRANSITIONS BETWEEN WALLS & FLOORS
18. DETAIL REFERENCES ARE CONSIDERED "TYPICAL" (U.N.O.) AND ARE TO BE APPLIED TO SIMILAR ITEMS WHETHER REFERENCED OR NOT
19. ALL DIMENSIONS ARE TO FACE OF STUD OR GRID LINE U.N.O.
20. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING FOR ADDITIONAL INFORMATION, REFERENCE STRUCTURAL DRAWINGS, FOR NON-STRUCTURAL SLABS AND HARDSCAPE, REFERENCE LANDSCAPE DRAWINGS
21. DECK JOISTS NOT PERMITTED TO BE RIPPED WHEN DIMENSIONED LUMBER IS USED.

2 BUILDING 1 ROOF
SCALE: 1/8" = 1'-0"

1 BUILDING 1 3RD FLOOR
SCALE: 1/8" = 1'-0"

VENT CALCULATIONS	
ATTIC AREA BUILDINGS 1 & 2:	
REQUIRED:	
3,300 SF (144SI/SF) = 475,200 SI (1/150) = 3,168 SI TOTAL	
PROVIDED:	
LINEAR SOFFIT LENGTH = 128'-10" (12IN/FT) = 1,546'	
1,546' X 4" SOFFIT VENT = 6,184 SI	
TOTAL PROVIDED:	6,184 SI

WALL LEGEND	
	8" CMU WALL
	2x6 STAGGERED WOOD STUD @ 16" O.C.
	2x6 WOOD STUD @ 16" O.C.
	2x4 WOOD STUD @ 16" O.C.
	SOFFIT



KIRE 8th ST
2039 EAST 8TH STREET, NATIONAL CITY CA 91950



Stephen Dalton Architects
444 S. CEDROS, STUDIO 190
SOLANA BEACH, CA 92075
t: 858.792.5906 / f: 858.792.5916

BUILDING 1 FLOOR PLANS
sda ARCHITECTS

Job no. **2208**
date

6/28/2023 CITY SUBMITTAL 01
9/8/2023 CITY SUBMITTAL 02
11/6/23 CITY SUBMITTAL 03

sheet **AA202**



KEYNOTES - FLOOR PLANS

- 01.01 ALIGN
- 01.02 OPEN TO BELOW / BEYOND
- 01.04 PROPERTY LINE
- 01.05 SETBACK LINE
- 01.06 LINE OF WALL / FLOOR ABOVE
- 01.07 LINE OF CEILING
- 01.08 LINE OF WALL BELOW
- 01.09 LINE OF DECK BELOW
- 01.14 SOFFIT: REF. PLANS
- 01.15 LINE OF OPENING ABOVE
- 03.04 RAMP LANDING CLEARSPACE
- 03.05 CONCRETE CURB, 6" ABOVE HIGHEST ADJACENT SURFACE
- 04.01 CMU WALL, REF. STRUCTURAL
- 04.02 SCREEN BLOCK, REF. LANDSCAPE
- 05.01 METAL COLUMN: REF. STRUCTURAL DWGS
- 05.03 HANDRAIL
- 05.04 METAL FENCE: REF. LANDSCAPE DWGS
- 05.05 TRELIS
- 05.06 METAL STAIR STRINGER/RISERS/TREADS, EXTERIOR EXIT STAIRS
- 05.07 GUARDRAIL: METAL TUBE STEEL FRAME W/RAILING WIRE MESH, MNICHOLS 2"x2" SQUARE
- 06.02 2x FURRING
- 06.03 FLOOR / ROOF FRAMING: REF. STRUCTURAL DWGS
- 06.04 FRAMED WALL: REF. STRUCTURAL DWGS
- 06.11 CASEWORK
- 06.15 LINE OF CASEWORK ABOVE
- 07.04 SLOPE DECK TO EXTERIOR, 1/4" : 12 MIN.
- 08.01 ATTIC ACCESS PANEL, 20" X 30" MIN, 1 HR FIRE RATED, PFH-DRY BY CENDEX OR EQUAL
- 09.02 FINISH PER ELEVATIONS
- 10.04 30" x 48" CLEARSPACE, PARALLEL OR PERPENDICULAR ORIENTATION PER FUTURE/APPLIANCE, TYP.
- 11.01 UNDERCOUNTER REFRIGERATOR
- 21.01 RECESSED FIRE EXTINGUISHER, INSTALL PER CBC 906: REF. DETAIL 3 / A803
- 21.02 FIRE STANDPIPE: REF. FIRE SPRINKLER DWGS
- 23.01 MECH CONDENSER UNIT: REF. MECHANICAL DWGS
- 32.08 BICYCLE PARKING
- 32.11 USPS/ADA COMPLIANT MAILBOXES
- 32.16 TRASH/RECYCLE BINS
- 32.19 PARCEL LOCKERS
- 32.23 PEDESTRIAN GATE
- 32.24 STEEL SECURITY ENCLOSURE WITH GATE
- 32.25 PATIO DRAIN, PER CIVIL PLANS
- 33.07 DRAIN: REF. PLUMBING DWGS
- 33.08 FIRE RISER CLOSET
- 33.09 WATER HEATER CLOSET
- 33.10 ELECTRICAL CLOSET: REF. ELEC DWGS
- 33.11 MPOE CLOSET

GENERAL NOTES

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WALL LEGEND

- 8" CMU WALL
- 2x6 STAGGERED WOOD STUD @ 16" O.C.
- 2x6 WOOD STUD @ 16" O.C.
- 2x4 WOOD STUD @ 16" O.C.
- SOFFIT

project title

KIRE 8th ST

2039 EAST 8TH STREET, NATIONAL CITY CA 91950

LICENSED ARCHITECT
TERREN E. DALTON
01/31/25
STATE OF CALIFORNIA

Stephen Dalton Architects
444 S. CEDROS, STUDIO 190
SOLANA BEACH, CA 92075
t: 858.792.5906 / f: 858.792.5916

BLDG 3 FIRST & SECOND FLOOR PLAN

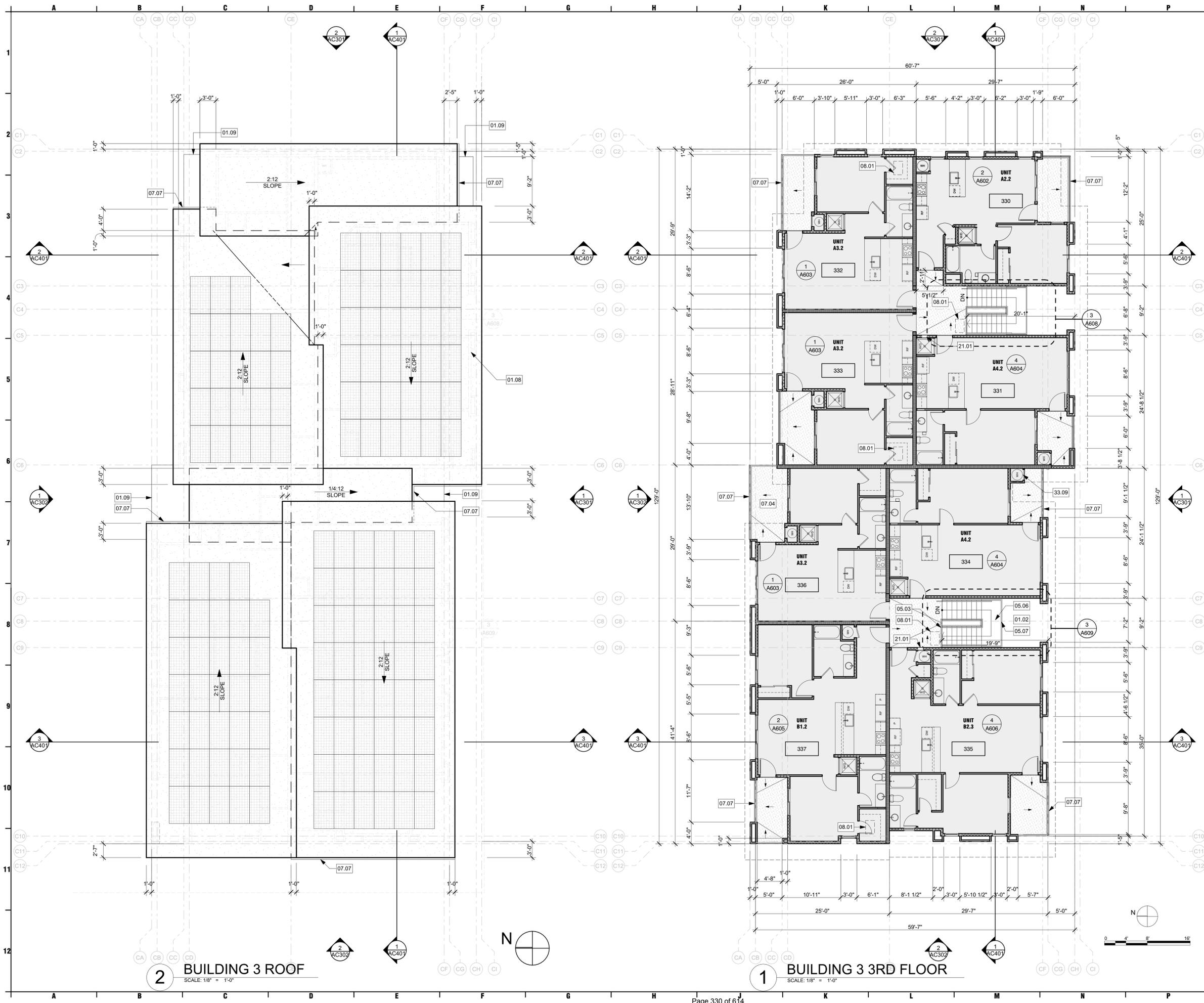
sheet
AC201

job no. **2208**

date

6/28/2023	CITY SUBMITTAL 01
9/8/2023	CITY SUBMITTAL 02
11/6/23	CITY SUBMITTAL 03

Page 329 of 614



KEYNOTES - FLOOR PLANS

- 01.01 ALIGN
- 01.02 OPEN TO BELOW / BEYOND
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- 33.10 ELECTRICAL CLOSET: REF. ELEC DWGS
- 33.11 MPOE CLOSET

GENERAL NOTES

SEE GENERAL NOTES ON SHEET AC201

VENT CALCULATIONS

ATTIC AREA BUILDING 3 EAST:
 REQUIRED:
 2,665 SF (144SI/SF) = 383,760 SI (1/150) = 2,558 SI TOTAL
 PROVIDED:
 LINEAR SOFFIT LENGTH = 129'-2" (12IN/FT) = 1,550"
 1,550" X 4" SOFFIT VENT = 6,200 SI

ATTIC AREA BUILDING 3 WEST:
 REQUIRED:
 2,839 SF (144SI/SF) = 408,816 SI (1/150) = 2,725 SI TOTAL
 PROVIDED:
 LINEAR SOFFIT LENGTH = 103'-10" (12IN/FT) = 1,246"
 1,246" X 4" SOFFIT VENT = 4,984 SI

TOTAL PROVIDED: 11,184 SI

WALL LEGEND

- 8" CMU WALL
- 2x6 STAGGERED WOOD STUD @ 16" O.C.
- 2x6 WOOD STUD @ 16" O.C.
- 2x4 WOOD STUD @ 16" O.C.
- SOFFIT

project title

KIRE 8th ST

2039 EAST 8TH STREET, NATIONAL CITY CA 91950

BLDG 3 THIRD & ROOF PLAN

sheet **AC202**

Stephen Dalton Architects
 444 S. CEDROS, STUDIO 190
 SOLANA BEACH, CA 92075
 t: 858.792.5906 / f: 858.792.5916

job no. **2208**

date

- 6/28/2023 CITY SUBMITTAL 01
- 9/8/2023 CITY SUBMITTAL 02
- 11/6/23 CITY SUBMITTAL 03

LICENCED ARCHITECT
 TERREN E. DALTON
 01/31/25
 STATE OF CALIFORNIA

No Fees per Government Code 6103]
 RECORDING REQUESTED BY:]
 National City Housing Authority]
]
]
]
]
 WHEN RECORDED MAIL TO:]
 National City Housing Authority]
 Attention: Executive Director]
 1243 National City Boulevard]
 National City, CA 91950]

APN 557-140-25-00

**AFFORDABLE HOUSING DENSITY BONUS AGREEMENT
 (2039 E 8th Street)**

THIS AFFORDABLE HOUSING DENSITY BONUS AGREEMENT (“Agreement”) is dated as of the __ day of _____, 2024, by and between the City of National City (“City”), and Talas LLC, a California limited liability company (“Developer”).

WHEREAS, Developer is the owner of that certain real property generally located at 2039 E 8th Street, in the City of National City, County of San Diego, more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, Developer has applied to the City for a density bonus pursuant to Government Code section 65915, and Sections 18.48.030, et seq. of the National City Municipal Code, provided, however, the Developer has proposed to construct and restrict the rent and occupancy of three (3) residential dwelling units (“Affordable Units”) to very low-income households in exchange for a density bonus (“Density Bonus”) which will allow the construction of the forty-eight (48) unit Development on the Property. In addition to the Density Bonus, the Developer has requested and received incentives and concessions as set forth in Government Code Section 65915 and Sections 18.48.050 of the National City Municipal Code in exchange for providing the Affordable Units, as defined below; and

WHEREAS, Developer proposes to develop a total of forty-eight (48) housing units on the Property (“Development”) and restrict the rent and occupancy of three (3) residential dwelling units (“Affordable Unit(s)”) to very low-income households in exchange for the Density Bonus and one (1) incentive. The Affordable Units shall consist of two (2) studios (354 square feet respectively), one (1) one bedroom units (514 square feet respectively). The initial Affordable Units are to be Units 2110-111, 2112-121 and 2112-124. However, the Affordable Units may be moved within the development so long as the units have similar finishes and are of similar size, as needed; and

WHEREAS, This Agreement will serve to memorialize Developer’s obligation to provide the Affordable Units, the time frame for the construction and occupancy of the Affordable Units and the restriction of the Affordable Units by the recordation of this Agreement assuring

affordability for a total of fifty-five (55) years measured from the issuance of final inspection approval for the Development.

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

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

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

3. Affordability Restrictions.

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

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

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

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

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

(b) No Full-Time Students. The Affordable Units shall not be occupied or leased to any household comprised exclusively of persons who are full-time students, unless such persons are eligible to file a joint federal income tax return and all such persons reside in the Affordable Unit. The term “full-time student” shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

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

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

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

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

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

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

6. Deed of Trust.

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

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

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

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

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

this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby. Nothing contained herein shall be deemed compliance with or waiver of any provision of law or conditions of approval except as expressly stated herein.

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

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

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

13. Damages; Enforcement; Remedies; Security.

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

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

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

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

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

six (6) months, as may reasonably be required for Developer to cure such breach exercising reasonable diligence), Developer's obligation to perform hereunder may be accelerated by the City and declared immediately due through the payment of a liquidated sum. Developer and the City agree that it would be extremely difficult and impractical to predict the precise cost to the City of (i) locating a rental unit equivalent to the Affordable Unit, (ii) procuring such unit (through purchase, lease, or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable Unit, and (iv) inflation. Therefore, Developer and the City agree that, in the event of a material default hereunder by Developer that remains uncured as aforesaid, and upon written notice from the City to Developer that the City has elected to exercise its option to accelerate and liquidate Developer's performance hereunder in accordance with the provisions of this Section 13(b)(2), Developer shall pay, and the City shall be entitled to receive, within thirty (30) days of the City's delivery of such written notice, in complete liquidation of the City's future monetary damages and Developer's future obligations under this Agreement, a lump sum payment equal to: (A) the mathematical differences between the monthly rent for a "Comparable Market Rate Unit" (as determined by the City, using statistical data for units of the same size and location at the time of the breach) and the monthly rent allowable hereunder for the Affordable Unit(s), at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Developer and the City agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Developer to the City hereunder for purposes of any such optional acceleration by the City. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the City delivers to Developer the aforesaid written notice of the City's election to accelerate Developer's performance hereunder, until paid. Further, if Developer breaches this Section 13(b)(2), the City shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs, and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.

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

15. General Provisions.

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

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

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

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

CITY:

City of National City

By: _____
Benjamin A. Martinez, City Manager

APPROVED AS TO FORM:

City Attorney

By: _____
Barry J. Schultz

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

DEVELOPER:

Talas LLC.
a California limited liability company

By: KD Plasma, LLC
a California limited liability company
Its: Manager

By: KH V, LLC
a California limited liability company
Its: Manager

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

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

By: _____
Joshua Santa

Its: President

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

Legal Description

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

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

ALL THAT PORTION OF THE SOUTHEASTERLY QUARTER OF QUARTER SECTION OF 130 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 MADE BY MORRILL AND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A PUBLIC STREET 80.00 FEET WIDE, WHICH IS SOUTH 71°38' WEST (RECORD SOUTH 71° WEST) 50 RODS FROM THE SOUTHEASTERLY CORNER OF SAID QUARTER SECTION 130; THENCE ALONG SAID CENTER LINE SOUTH 71°38' WEST 10 RODS; THENCE NORTH 18°12'28" WEST (RECORD NORTH 19° WEST) 330.95 FEET; THENCE NORTH 71°36' EAST (RECORD NORTH 71° EAST) 10 RODS; THENCE SOUTH 18°12'22" EAST (RECORD SOUTH 19° EAST) 330.95 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM 50 PERCENT OF ALL OIL, GAS PETROLEUM, NAPHTHA AND OTHER HYDRO-CARBON SUBSTANCES AND OF ALL MINERALS OF WHATSOEVER KIND OF NATURE IN, UPON OR BENEATH THE PROPERTY ABOVE DESCRIBED, AS RESERVED AND EXCEPTED IN DEED FROM FEDERAL FARM MORTGAGE CORPORATION TO LOUISE RITTER RECORDED IN BOOK 916, PAGE 479 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHERLY 330.95 FEET OF THE WEST HALF OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF 80 ACRE LOT 2 IN QUARTER SECTION 130 OF RANCHO DE LA NACION, ACCORDING TO THE MAP THEREOF BY MORRILL NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, LYING NORTHERLY OF A LINE PARALLEL WITH AND 30 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID 80 ACRE LOT 2.

APN: 557-140-25-00

No Fees per Government Code 6103

Recording Requested By:

National City Housing Authority

When Recorded Mail To:

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

APN 557-140-25-00

**PERFORMANCE DEED OF TRUST
(2039 East 8th Street)**

THIS DEED OF TRUST is dated as of the ___ day of _____, 2024, between Talas LLC, a California limited liability company (“Trustor”), whose address is 10625 Scripps Ranch Blvd. Suite F, San Diego, CA 92131, Chicago Title (“Trustee”), and the City of National City (“Beneficiary”), whose address is 1243 National City Boulevard, National City, California 91950.

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

(See Legal Description - Exhibit “A”)

FOR THE PURPOSE OF SECURING:

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

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

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

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

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

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

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

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

B. THE PARTIES AGREE THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRUSTOR:

Talas LLC.

a California limited liability company

By: KD Plasma, LLC
a California limited liability company
Its: Manager

By: KH V, LLC
a California limited liability company
Its: Manager

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

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

By: _____
Joshua Santa

Its: President

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "A"

Legal Description

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

ALL THAT PORTION OF THE SOUTHEASTERLY QUARTER OF QUARTER SECTION OF 130 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 MADE BY MORRILL AND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A PUBLIC STREET 80.00 FEET WIDE, WHICH IS SOUTH 71°38' WEST (RECORD SOUTH 71° WEST) 50 RODS FROM THE SOUTHEASTERLY CORNER OF SAID QUARTER SECTION 130; THENCE ALONG SAID CENTER LINE SOUTH 71°38' WEST 10 RODS; THENCE NORTH 18°12'28" WEST (RECORD NORTH 19° WEST) 330.95 FEET; THENCE NORTH 71°36' EAST (RECORD NORTH 71° EAST) 10 RODS; THENCE SOUTH 18°12'22" EAST (RECORD SOUTH 19° EAST) 330.95 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM 50 PERCENT OF ALL OIL, GAS PETROLEUM, NAPHTHA AND OTHER HYDRO-CARBON SUBSTANCES AND OF ALL MINERALS OF WHATSOEVER KIND OF NATURE IN, UPON OR BENEATH THE PROPERTY ABOVE DESCRIBED, AS RESERVED AND EXCEPTED IN DEED FROM FEDERAL FARM MORTGAGE CORPORATION TO LOUISE RITTER RECORDED IN BOOK 916, PAGE 479 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHERLY 330.95 FEET OF THE WEST HALF OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF 80 ACRE LOT 2 IN QUARTER SECTION 130 OF RANCHO DE LA NACION, ACCORDING TO THE MAP THEREOF BY MORRILL NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, LYING NORTHERLY OF A LINE PARALLEL WITH AND 30 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID 80 ACRE LOT 2.

APN: 557-140-25-00

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT AND RELATED DOCUMENTS WITH TALAS LLC, A CALIFORNIA LIMITED PARTNERSHIP, RESTRICTING THE RENT AND OCCUPANCY OF THREE (3) UNITS TO VERY LOW-INCOME HOUSEHOLDS IN EXCHANGE FOR THE DENSITY BONUS AND ONE (1) INCENTIVE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65915 – 65918 FOR THE DEVELOPMENT OF 48 HOUSING UNITS LOCATED AT 2039 E 8TH STREET IN NATIONAL CITY

WHEREAS, Talas LLC, a California Limited Partnership (“Developer”), is developing the property located at 2039 E 8th Street; and

WHEREAS, current zoning allows for the construction of 47 units by right and the developer has requested a density bonus; and

WHEREAS, the Developer agreed to restrict the rent and occupancy of three (3) units to very low income households (below 50% of Area Median Income) in exchange for one (1) bonus unit and one (1) incentive allowing for a deviation from public and private open space requirements, mandated by California Government Code Sections 65915 – 65918; and

WHEREAS, the Affordable Housing Density Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the three (3) affordable units and the restriction of the affordable units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years; and

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

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

Section 1: The City Council hereby approves the Affordable Housing Density Bonus Agreement with Talas LLC restricting the rent and occupancy of three (3) units to very low-income households in exchange for one (1) bonus unit and one (1) incentive pursuant to California Government Code Sections 65915 – 65918 for the development of 48 housing units located at 2039 E 8th Street in National City. The incentive selected is to remove the private open space requirement for the project.

Section 2: The City Council also hereby approves the Performance Deed of Trust with Talas LLC for the property located at 2039 E 8th Street.

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

PASSED and ADOPTED this 6th day of August 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Emergency Manager
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Agreement Between the City of San Diego Office of Emergency Services and the City of National City for the Distribution of FY23 Urban Area Security Initiative (UASI) Grant Funds.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, (1) Authorizing the Mayor to Execute an Agreement Between the City of San Diego Office of Emergency Services and the City of National City and (2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$53,452 from the Fiscal Year 2023 Urban Area Security Initiative ("UASI") Grant Funds for the Purchase of Trainings for the National City Police and Fire Departments."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This Agreement documents the roles, responsibilities, and expectations at the local, state, and federal levels and ensures that the City of National City, as a participant in the program, agrees to meet state and federal requirements. The UASI grant provides funding for equipment, planning, and training needed to respond to natural or man-made disasters or terrorism incidents that may occur in the San Diego urban area. This grant program requires the City to incur expenses for training for police and fire personnel, and then apply for reimbursement. This Agreement requires sub recipient indemnification and as such needs Council approval.

This request authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$53,452.00 from the FY23 UASI Grant Funds. The appropriation will be used for Basic Close Quarters Training for SWAT personnel, Fresno Training Symposium, Low Angle Rope Rescue Operations, and Rope Rescue Technician Training for Fire personnel.

The performance period for this grant is September 1, 2023 through May 31, 2027.

FINANCIAL STATEMENT:

If approved, budget adjustments would be made in the Reimbursable Grants fund in the following accounts:

Expenditure Accounts:
282-70-21-21719-7226- Training - \$42,000.00 (Police)
282-70-22-22719-7226- Training - \$11,452.00 (Fire)

Revenue Accounts:

282-70-21-21719-3463- Other State Grants - \$42,000.00 (Police)

282-70-22-22719-3463- Other State Grants - \$11,452.00. (Fire)

No City match required.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE
CITY OF NATIONAL CITY
FOR THE DISTRIBUTION OF FY 2023 UASI GRANT FUNDS**

THIS AGREEMENT is made this day of _____, 2024 in the City and County of San Diego, State of California, by and between the _____ CITY OF NATIONAL CITY _____ (“SUBRECIPIENT”) and the CITY OF SAN DIEGO, a municipal corporation (“San Diego” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Emergency Services (“SD OES”), also referred to as the San Diego Office of Emergency Services (“SD OES”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area (“SDUA”) was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Urban Area Working Group (“UAWG”), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the Homeland Security Grant Program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Emergency Services (“SD OES”), as the “core city” for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OES Program Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the SDUA, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (UEI #:) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2023-0042, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 18, 2023.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Financial Management Forms Workbook (FMFW). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the SD OES Program Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Diego, including all commissions, departments including OES, agencies, and other subdivisions of San Diego; (ii) San Diego’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

(j) “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

(k) “**UASI Management Team**” shall mean The SD OES Program Manager, Program Coordinator, as well as project, grant, and administrative staff. The Program Manager appoints members to the Management Team to implement the policies of the UAWG.

(l) “**Pass-through entity**” shall mean a non-Federal entity that provides a sub award to a subrecipient to carry out part of a Federal Program.

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2023** and shall end at 11:59 p.m. San Diego time on **MAY 31, 2027.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), Training and Exercise Participation Award Letter and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the SD OES Program Manager or designee has provided written approval for the request. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the SD OES Program Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) **Obligations.** SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) **Subawards.** SUBRECIPIENT is not an authorized pass-through entity and is not authorized to make any subawards of Grant Funds.

3.4 **Standard Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Standard Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

(b) In addition to complying with all Standard Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all contractors and other entities receiving Grant Funds from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders,

requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Diego or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 Administrative, Programmatic and Financial Management Requirements. SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines: Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

3.6 Technology Requirements.

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Contract Provisions. All contracts made by the SUBRECIPIENT using Grant Funds must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contract Under Federal Awards). 2C.F.R. § 200.327.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond Requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over the simplified acquisition threshold (2C.F.R. § 200.320) or any vehicle, aircraft or watercraft financed with Grant Funds (2 CFR § 300.326.).

(d) Non-Competitive Procurement Requirements. UASI Management Team prior approval is required for any procurement made without advertisement or a competitive process or single response to a request for proposal/bid, regardless of dollar amount, this includes sole source procurements. SUBRECIPIENT shall submit a Non-Competitive Procurement Authorization request to the UASI Management Team for approval prior to expending any grant funds. Additionally, SUBRECIPIENT shall submit a Non-Competitive Procurement Request to the UASI Management Team for CalOES approval for any non-competitive procurement over the simplified acquisition threshold (2C.F.R. § 200.320).

(e) Federal Schedules. SUBRECIPIENT shall submit a Federal Schedule Procurement Authorization request to the UASI Management Team for approval to procure using the Federal supply schedule, prior to expending any grant funds.

(f) "Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

3.8 **Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any contractor or other entity receiving Grant Funds from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of

the “Excluded Parties List System,” to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001.1, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT’s performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Standard Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

3.17 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the UASI Management Team postmarked no later than the Reimbursement Claim Due Date identified in the Subrecipient Award Letter (Attachment A). Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team, in form and substance satisfactory to the UASI Management Team. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during

the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Standard Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego's costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such

Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation

or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at

law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered (c) sent via email to a member of the UASI Management Team or (d) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego Office of Emergency Services UASI Management Team:

San Diego Office of Emergency Services
9601 Ridgehaven Court, MS 1101C
San Diego, CA 92123
Attn: Megan Beall, Program Manager
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

OFFICE
ADDRESS
CITY, STATE, ZIP
ATTN
FACSIMILE

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic

confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the Program Manager or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Standard Assurances
- Appendix C, Form of Reimbursement Request
- Appendix D, Performance Period Extension Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Standard Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) To appropriately recognize the regional collaborative nature of grant funded planning projects, all groups, individuals and jurisdictions who contributed to and/or participated in the planning process shall be properly and clearly acknowledged in the final deliverable.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Diego, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Diego, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Diego, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT, applicant for employment with SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Compliance with Assembly Bill 481** Assembly Bill 481 (AB-481), codified in California Government Code sections 7070 – 7075, requires law enforcement agencies to obtain approval of the applicable governing body (Mayor, City Council, Board of Supervisors, etc.) by adoption of a military equipment use policy, prior to acquiring, seeking funding for, continuing to use, or collaborating with another law enforcement agency in the use of military equipment, as defined. AB-481 also requires publication of a military equipment use procedure and the annual military equipment report on the Agency’s website.

12.5 Compliance with FEMA issued Policy 207-22-0002

FEMA issued Policy 207-22-0002 in response to Executive Order (EO) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from EO 13688, which established prohibited equipment and controlled equipment lists.

By accepting grant funds, SUBRECIPIENT acknowledges and certifies compliance with AB-481 and FEMA Policy 207-22-002.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

MEGAN BEALL
PROGRAM MANAGER
OFFICE OF EMERGENCY SERVICES

SUBRECIPIENT

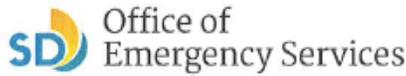
Federal Tax ID #:

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney

Appendix A — SUBRECIPIENT Award Letter



May 14, 2024

Ron Morrison
 Mayor, City of National City
 1243 National City Blvd
 National City, CA 91950

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
 FY 2023 Homeland Security Grant Program
 Grant# 2023-0042 Cal OES ID# 073-66000
 Subrecipient Performance Period: September 1, 2023 to December 15, 2025

Subrecipient:

The San Diego Office of Emergency Services (SD OES) has approved your FY23 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$53,452	
Project 004 Law Enforcement Training ¹	\$42,000	December 15, 2025
Project 025 Goal 3 Training ¹	\$11,452	December 15, 2025

¹ Training funds are limited to approved courses (see Attachment A).

During the application process, the UASI Advisory Group vetted, and the Urban Area Working Group (UAWG) approved your project(s). Throughout the grant cycle, SD OES will use performance milestones set in the Homeland Security Grant Program (HSGP) application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from SD OES and the California Governor’s Office of Emergency Services (Cal OES). Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are required to obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds prior to receiving the final product(s). Performance bonds must be submitted to your

May 14, 2024

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UASI Program Representative no later than the time of reimbursement.

All non-RFP/competitive procurements will require a pre-procurement review by SD OES to ensure compliance. This includes inadequate competition scenarios, Federal Award Schedules (GSA), joint procurement endeavors, piggy-backing arrangements, cooperative agreements and non-competitive agreements. Additionally, Cal OES prior approval is required for all HSGP-funded noncompetitive procurements of training, regardless of the dollar amount, per GMM 2017-01-A.

Following acceptance of this award, you must sign and return the SD OES Memorandum of Understanding (MOU) as well as the Cal OES standard assurances. Once your completed MOU and standard assurances are signed and received by SD OES, you may request reimbursement of eligible grant expenditures.

Your agency must coordinate with SD OES to prepare and submit quarterly projections and milestone reporting via email so that SD OES can comply with the Bi-Annual Strategic Implementation Reports (BSIR) for the duration of the grant period or until you complete all activities, and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

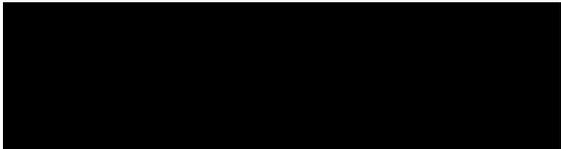
This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OES within 30 days upon receipt of an invoice from SD OES.

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OES UASI Program Representative at (619) 533-6758.



Megan Beal
Program Manager
City of San Diego Office of Emergency Services



Roh Morrison
Mayor, City of National City

Date

5-23-2024



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



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- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
 - (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds,



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
 - (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
 - (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.



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Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Name of Jurisdiction: _____

Address: _____

Telephone Number: _____

Email Address: _____

**City of San Diego Office of Emergency Services
FY23 Urban Area Security Initiative Grant**

**Grant: FY23 UASI Grant #2023-0042
CalOES #073-66000 CFDA #97.067**

Supporting Information for Cash Request

Cash Request #	_____	through	_____
	(Performance Period Start Date)		(Performance Period End Date)
Cash Request Amount	_____	Unique Entity ID (UEI)#	_____

Under Penalty of Perjury I certify that:

The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Cover Sheet, to which are attached true and correct copies of all required documentation of such expenditures.

After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Appendix A of this agreement for specific projects and programs.

The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

No Event or Default has occurred and is continuing.

The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Printed Name: _____ **Phone Number:** _____

Title: _____ **Email Address:** _____

Mailing Address: _____

Remittance Address: _____

Signature _____ **Date:** _____

Mail Reimbursement Request To:

City of San Diego Office of Emergency Services
Grants Management Section
9601 Ridgehaven Ct, MS 1101C
San Diego, CA 92123

Cover Sheet (Invoice)
Office of Emergency Services
FY23 Urban Area Security Initiative Grant Program
Award #2023-0042
CalOES ID #073-66000 CFDA #97.067

Reimbursement Request (Invoice)# _____

Mail Reimbursement Request To:

Date: _____

City of San Diego
 Office of Emergency Services
 Attn: Grants Management Section
 9601 Ridgehaven Ct, MS 1101C
 San Diego, CA 92123

Agency: _____

Unique Entity ID (UEI): _____

Expenditure Period: _____

Type of Expenditure	Project #	Reimbursement Requested
Equipment		
Training		
Planning		
Organization		
Exercise		
Total		\$ -

For questions regarding this reimbursement request contact

Name

Phone

Email

Remittance Address (Address check will be mailed to)

UASI FY23 PERFORMANCE PERIOD EXTENSION REQUEST

City of San Diego Office of Emergency Services

PERFORMANCE PERIOD EXTENSION REQUEST

Subrecipient Name: _____

UASI FY: 23 UASI

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

Requested New Performance Period Deadline (final reimbursement claim due on this date):

1. Describe the details of the project:
2. What is the current status of the project?
3. Please provide a timeline as to how you will meet the new requested date:
4. How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?
5. How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?
6. List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number
PROJECT #--:		
TOTAL		
PROJECT #--:		
TOTAL		

UASI FY23 PERFORMANCE PERIOD EXTENSION REQUEST

PROJECT #--:		
TOTAL		
PROJECT #--:		
TOTAL		
PROJECT #--:		
TOTAL		
PROJECT #--:		
TOTAL		
All Investments TOTAL		

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, (1) AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE CITY OF NATIONAL CITY AND (2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$53,452 FROM THE FISCAL YEAR 2023 URBAN AREA SECURITY INITIATIVE (“UASI”) GRANT FUNDS FOR THE PURCHASE OF TRAININGS FOR THE NATIONAL CITY POLICE AND FIRE DEPARTMENTS

WHEREAS, the United States Department of Homeland Security (“DHS”) designated the City of San Diego as an eligible high-risk urban area through an analysis of the relative risk of terrorism; and

WHEREAS, the San Diego Urban Area (“SDUA”) was established for the purpose of the application for an allocation and distribution of Federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, the San Diego County Unified Disaster Council established a collaborative subcommittee called the Urban Area Working Group (“UAWG”); and

WHEREAS, the UAWG was established as the “Approval Authority” for the SDUA and was also established to (1) provide overall governance of the Homeland Security grant program across the SDUA; (2) coordinate development and implementation of all UASI program initiatives; and (3) to ensure compliance with all UASI program requirements; and

WHEREAS, the Distribution of Fiscal Year 2023 UASI Grant Funds Agreement ensures the roles, responsibilities, and expectations at the local, state, and federal levels, and ensures that the City of National City, as a grant program participant, agrees to meet state and federal requirements; and

WHEREAS, pursuant to grant allocation decisions by the UAWG, the UASI Management Team asked the City of San Diego to distribute a portion of the regional UASI grant funds to sub-recipients, such as the City of National City; and

WHEREAS, the National City Fire and Police Department will receive a total appropriation and corresponding revenue budget in the amount of \$53,452 from the FY 2023 UASI grant fund; and

WHEREAS, the performance period for this grant is September 1, 2023 through May 31, 2027; and

WHEREAS, the City of National City Fire and Police Department will use the appropriation for the following: Basic Close Quarters Training for SWAT personnel, Fresno Training Symposium, Low Angle Rope Rescue Operations, and Rope Rescue Technician Training for Fire personnel.

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

Section 1: Authorizes the Mayor to execute the Agreement between the City of San Diego Office of Emergency Services and the City of National City for the distribution of FY 2023 UASI Grant Funds attached to the Agenda Report as Exhibit A.

Section 2: Authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$53,452 from the FY 2023 Urban Area Security Initiative (UASI) grant funds for the purchase of equipment and training for the National City Police and Fire Departments.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Human Resources
Prepared by: Lydia Flores-Hernandez, Human Resources Director
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Amendments and Additions to the City of National City's Schedule of Job Classifications and Corresponding Updates to the Management and Confidential Positions Salary Schedule

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Revising the Job Descriptions for Seven (7) Job Classifications, Creating Five (5) New Job Classifications, and Amending the National City Management and Confidential Positions Salary Schedules to Reflect the New Job Classifications."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

On July 10, 2024, the Civil Service Commission approved the revision of seven (7) existing job classifications, and the creation of five (5) new classifications as shown in Exhibit A to the resolution.

EXPLANATION:

The Civil Service Commission approved Staff's recommendations to revise the existing job descriptions for seven (7) position classifications: Building Inspector, Housing Assistant, Executive Assistant II, Executive Assistant III, Executive Assistant IV, City Engineer, and Senior Park Caretaker. The job descriptions were revised to remove outdated requirements that were no longer essential for performing job functions. Keeping job classifications up-to-date is crucial to ensure they align with organization and industry trends and evolving job requirements.

As the City continues its efforts in improving service delivery, staff recommends the creation of five (5) new position classifications: Records Programs Specialist, Assistant Director of Community Development, Human Resources Technician, Human Resources Analyst II, and Risk Management Specialist. The classifications were created to address their unique duties and responsibilities and to support the workforce sustainability of current and future service delivery in their respective departments.

Once classifications are approved by the Civil Service Commission, the City Council is responsible for setting compensation for each of these classifications. The five (5) new classification salary range and steps as shown in Exhibit B and Exhibit C were set by comparison of the duties and salaries of current equivalent positions within the organization. The Records Programs Specialist, Human Resources Technician and Risk Management Specialist would be placed in the Confidential unit. The Records Programs Specialist and Risk Management Specialist would be placed at \$4,976.48 – \$6,048.93 per month. The Human Resources Technician would be placed at \$3,758.51 – \$4,570.37 per month. The Assistant Director of Community Development would be placed in the Management unit at \$10,270.12 – \$14,371.12

per month. The Human Resources Analyst II would be placed in the Management unit at \$5,185.98 - \$7,890.85 per month.

FINANCIAL STATEMENT:

No budget adjustments are necessary as a result of approving these job classification changes and additions. The costs for these positions were incorporated in the City's adopted budget for Fiscal Year 2025.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Proposed Job Classifications - Redlined

Exhibit B – Proposed National City Confidential Employees Salary Schedule

Exhibit C – Proposed National City Management Employees Salary Schedule

Exhibit D – Resolution

CITY ENGINEER	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: February 7, <u>July 10, 2024</u>

DEFINITION

Under administrative direction, to plan, organize, and direct the ~~City Engineering department~~ Engineering & Capital Projects Division of the Engineering & Public Works Department; perform professional engineering duties; and perform related duties as required.

EXAMPLES OF TYPICAL DUTIES

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

Plans, organizes, directs, and supervises the engineering activities of the City; coordinates engineering activities with other City departments and other engineering agencies; acts as advisor to the City Manager and the City Council on engineering matters; reviews and approves or disapproves engineering plans; ~~coordinates Improvement Act proceedings~~; confers with other ~~public works engineering~~ officials on such matters as joint City or City-county projects, highways, and public utility projects; investigates citizen complaints; does related public relations and personnel work; assists in developing engineering standards for the Department; performs independent professional studies of a technical nature leading to recommendations for action needed to solve specific engineering problems; prepares ~~department engineering~~ budget and controls budget expenditures; participates in the development, management and implementation of the City's five-year Capital Improvement Program (CIP); supervises preparation of grant applications and performs grants administration for the City's CIP; manages engineering staff and processes for review and permitting of land development and public utility projects; coordinates with various regional and State regulatory agencies for environmental compliance. ~~serves as the point of contact for, supervises, and coordinates City compliance with requirements of regulating agencies such as U.S. Fish and Wildlife Service, California Department of Fish and Game, California Coastal Commission, Regional Water Quality Control Board, Air Pollution Control District, County Hazardous Materials Management Division, and County Department of Environmental Health.~~

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: a bachelor's degree in civil engineering or closely related field from an accredited college or university; five (5) years of increasingly responsible civil engineering experience in municipal or county government, including experience with environmental compliance issues and knowledge of current environments regulations, including two (2) years in a supervisory capacity over engineering personnel.

Knowledge and Skills in: Municipal engineering; technical environmental regulations programs; planning; design; administration; public works; construction; operations; maintenance; also, technical, legal, financial, and public relations programs involved in municipal public works program.

Ability to: Control through subordinates the work of engineering, operating, inspection, and other department operations; understand and carry out oral and written directions; prepare comprehensive and complex technical reports; research environmental requirements and gather site data to assess the degree of conformance with applicable requirements.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid certificate of registration as a civil engineer issued by the State Board of Registration for Civil and Professional Engineers.

BUILDING INSPECTOR	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: October 29, 1999 <u>July 10, 2024</u>

DEFINITION

Under direction, to inspect residential building and structures at various stages of construction; review building plans and specifications; enforce building, plumbing, mechanical, and electrical codes and related state and local regulation; investigate citizens' complaints; and perform related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the entry-level class in the Building Inspection series with emphasis on residential inspection. The position reports to the Building ~~Official &~~ Safety Director.

EXAMPLES OF TYPICAL DUTIES

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

Makes field inspections of residential structures during all phases of the construction; inspects the foundation, framing, lath, drywall, and electrical, plumbing, and mechanical installations; compares the construction with the approved plans and notes discrepancies; checks for material quality and proper installation; checks stud, joist, rafter spacing, and other structural member factors; examines grade quality and treatment of lumber, concrete, lath, wire, and other materials; ascertains conformance with the state building codes and other pertinent state and local regulations; reviews plans and specifications; confers with contractors, architects, engineers, and the general public in the field and in the office; explains and interprets the requirements and restrictions; refers special problems to the supervisor; investigates citizens' complaints concerning illegal construction; issues permits and collects fees; keeps records and prepares reports.

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: graduation from high school or G.E.D. equivalent; and ~~three (3) years of building inspection or construction experience or a certificate in construction inspection technology from an accredited college~~ two (2) years of experience in varied building inspection or construction work involving the application and interpretation of building construction codes and building regulations is required.

Knowledge and Skills in: The provisions of building, plumbing, electrical, and mechanical and related health and safety codes and ordinances enforceable by the City; mechanical, structural, electrical, and plumbing installation; building materials; accepted safety standards and methods of building construction.

Ability to: Apply knowledge and follow proper inspection techniques to examine construction and materials and detect deviations from plans, regulations, and standard construction practices; read and interpret building plans, specifications, and codes; advise on standard construction methods and requirements; enforce necessary regulations with firmness and tact; keep records and prepare oral and written reports; understand and carry out oral and written directions; establish and maintain cooperative working relations with those contacted in the course of work.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license, acceptable driving record, and evidence of insurance are required at the time of appointment. ~~is required at the time of appointment. Certification as a combination dwelling inspector or in all four (4) major categories by the International Conference of Building Officials is required within one (1) year of employment.~~ International Code Council (ICC) certification as a Building Inspector in one or more areas of specialization such as building, mechanical, plumbing, and electrical inspection within one year of assignment to the job classification.

EXECUTIVE ASSISTANT II (CONFIDENTIAL POSITION)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: October 29, 1999 <u>July 10, 2024</u>

DEFINITION

Under direction, to perform a variety of specialized and difficult clerical and administrative duties for department head or high-level manager and official requiring knowledge of specialized subject matter and confidentiality; and perform related duties as required.

DISTINGUISHING CHARACTERISTICS

Positions in this class perform a wide variety of secretarial and administrative duties to assist the department head or high-level manager. A great deal of independent judgment and initiative are required in making decisions in accordance with the policies and practices of the City. ~~(The position assigned to the Mayor's office will report to and receive direction from the Mayor.)~~

EXAMPLES OF TYPICAL DUTIES

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

Provides a wide variety of secretarial and administrative support duties requiring the use of independent judgment and discretion; prepares correspondence, forms, reports, agendas, requisitions, and other related materials; compiles, tabulates, and summarizes data and prepares management information reports; operates computer to create forms, bulletins, charts, tables, and spreadsheets involving data manipulation; editing, revising, and reviewing documents for utility and clerical accuracy, completeness, and quality; may take and transcribe minutes of conferences and meetings; arranges, schedules, and coordinates meetings, interviews, or examinations; coordinates assigned programs and projects with department and outside agencies; performs administrative duties such as researching/coordinating special projects; maintains, reviews, and controls personnel and budgetary records; provides clerical and technical support to a board or commission, including preparing agendas and compiling background materials, following up action items, and maintaining files; maintains confidential files, records, and logs and ensures compliance with both federal and state laws; screens visitors and telephone calls by furnishing information requested or by referring to appropriate source; interprets, explains, and provides information regarding policies, procedures, and rules to the public, department heads, and employees; acts as intermediary on assigned matters with the staff of City departments and board or commission members; may conduct surveys and studies, as assigned, for the purpose of employer-employee relations or other management information uses; supervises, trains, and evaluates subordinate personnel; performs related duties as required. ~~(Duties in the Mayor's office may be broadened to include protocol responsibility, representing the Mayor when necessary, and assisting the City Council when authorized by the Mayor.)~~

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. ~~A typical way to obtain the required knowledge, skills, and abilities would be: 30 units of college-level courses, including business, public administration, or closely related field, including or supplemented by courses in office practices, typing, and stenography; and High School graduation or G.E.D. equivalent is required, supplemented by education, training and certification in office management, supervision, communications, and the use of a variety of general and specialized software products AND three (3) years of progressively responsible office administrative experience involving frequent public contact.~~

Knowledge and Skills in: Modern office practices, procedures, and terminology; letter and report writing; statistical and recordkeeping methods; correct English usage, spelling, and punctuation; operations of assigned departments; basic functions and organization of municipal government.

Ability to: Communicate effectively; utilize word processing equipment efficiently; ~~operate transcribing machines or take dictation;~~ type at a net rate of 55 words per minute from clear, legible copy; employ independent judgment and make sound decisions in accordance with established procedures; understand and interpret departmental policies and procedures; work independently; take and review minutes and provide administrative support to City Council, department director, and/or assigned commissions or committees; supervise and train clerical personnel; establish and maintain effective working relations with all levels of staff, elected officials, board or commission members, and the general public.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

~~Possession of an approved certificate, less than one (1) year old, indicating an ability to type at a net rate of 55 words per minute and take dictation at a rate of 80 words per minute may be required.~~

EXECUTIVE ASSISTANT III (CONFIDENTIAL POSITION)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: September 12, 2002 <u>July 10, 2024</u>

DEFINITION

Under general direction, to performs responsible, confidential, and administrative support duties for an executive-level official involving office management and department-specific technical duties with significant autonomy; serve as primary contact and liaison with City staff, general public, and outside agencies and/or organizations; and perform related duties as required; may exercise direct supervision over assigned administrative support staff.

EXAMPLES OF TYPICAL DUTIES

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

Types, proofreads, and edits a wide variety of comprehensive, complex, and confidential reports, letters, memoranda, correspondence, and a wide range of forms and documents from rough draft or oral instructions, takes and transcribes ~~dictation from shorthand~~ notes ~~or dictating machine~~; maintains appointment calendars; schedules, coordinates, and oversees meetings and special events for the department; processes papers and documents in accordance with established procedures and formats; performs administrative support duties as assigned; initiates and maintains a variety of files and records for information such as payroll and attendance and confidential files and records, including personnel files, labor relations activities, police personnel files, discipline files, and medical and background files, reports, and logs.

Assists department head with administrative work, including investigating and answering complaints and providing assistance in resolving administrative and operational problems; represents the department to public and private groups, organizations, and other City groups; answers questions and provides information to City staff and public regarding department procedures and policies; follows up on sensitive customer complaints and inquiries; responds to sensitive requests for information and assistance; researches information related to department or City regulations, procedures, and policies; screens visitors and telephone calls by furnishing information requested or by referring to appropriate source; operates word processing equipment to store and retrieve information and prepare correspondence and reports; assists as necessary with department's payroll duties; and performs related work as required. May supervise and review the work of support staff and provide training as necessary. May take minutes of regular commission, board, or staff meetings.

May serve as an interpreter/translator in Spanish, Tagalog, or other language for an executive official during public or private meetings with citizens, the media, and other situations.

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: ~~45 units of college level courses in business and public administration or related field; High School graduation or G.E.D. equivalent is required, supplemented by education, training and certification in office management, supervision, communications, and the use of a variety of general and specialized software products~~ AND five (5) years of progressively responsible ~~clerical and secretarial experience; administrative, clerical, and customer support experience is required.~~

~~including~~ Three (3) years of experience working in a governmental function is highly desirable. ~~Additional qualifying experience may substitute for required education on a year for 30 unit basis.~~

Knowledge and Skills in: Operations, services, and activities of a municipality; office management principles and practices; principles of supervision and training; modern office procedures, methods, and equipment, including computers and supporting applications; techniques of business letter writing and report preparation; methods and techniques of public relations; correct English usage, spelling, grammar, and punctuation; pertinent federal, state, and local codes, laws, regulations.

Ability to: Perform responsible and difficult secretarial and administrative support service involving the use of independent judgment and personal initiative; understand the organization and operation of the department, the City, and outside agencies as necessary to assume assigned responsibilities; effectively represent the department to outside individuals and agencies to accomplish the goals and objectives of the unit; interpret and apply administrative and departmental policies and procedures; supervise and train assigned clerical staff; independently prepare correspondence and memoranda; research, compile, analyze, interpret, and prepare a variety of reports; work independently in the absence of supervision; develop, implement, and maintain standard filing systems; maintain confidential data and information; work cooperatively with other departments, City officials, and outside agencies; respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies on sensitive issues in area of responsibility; operate and use modern office equipment, including computer and supporting applications; type and/or enter data on a computer; ~~and take and transcribe dictation at a speed necessary for successful job performance;~~ understand and carry out oral and written instructions.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

~~Possession of an approved certificate, less than one (1) year old, indicating ability to type at a net rate of 55 words per minute may be required. Ability to speak, understand, and write in Spanish is highly desirable but not required.~~

EXECUTIVE ASSISTANT IV (CONFIDENTIAL POSITION)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: October 29, 1999 Revised: November 10, 2016 <u>July 10, 2024</u>

DEFINITION

Under direction, to perform difficult, responsible, and confidential duties; provide secretarial, administrative, and technical assistance to relieve the executive or elected of a wide variety of office and administrative details; and perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Executive Assistant IV is distinguished from other classifications within the Executive Assistant series by its responsibility for providing secretarial, administrative, and technical assistance to an elected official or political appointee. Reporting to an elected official or a political appointee alone is not sufficient cause for classification at this level. Such placement is contingent on the scope, breadth, and sensitivity of the duties performed. The incumbent in this class requires considerable initiative, independent judgment, and interpersonal skill in working with elected officials, employees at all levels, and the general public.

EXAMPLES OF TYPICAL DUTIES

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

Provides a wide variety of secretarial, administrative, and technical support, which require the use of independent judgment and discretion; maintains calendars and schedules and coordinates meetings; prepares report drafts by researching, analyzing, assembling, and summarizing information and data; may attend meetings, take notes, and prepare summaries; keeps inventory of supplies on hand and prepares requisitions for supplies and services when necessary; performs difficult clerical work of a varied nature; maintains confidential files, records, and logs; ~~transcribes dictation that requires a substantial amount of technical terminology;~~ answers correspondence independently; types orders, reports, memoranda, and statistical data as assigned; may be assigned special projects requiring research and analysis; screen visitors and telephone calls by furnishing information requested or by referring to the appropriate source; acts as intermediary on assigned matters with the staff of City departments and outside parties; reviews material submitted to determine that all relevant data, signatures, and other related details are included; receives complaints and initiates steps to see that they are resolved; assists in compiling budget information; exercises independent judgment in interviewing visitors and giving information; supervises, trains, and evaluates subordinate clerical personnel; and perform related work as required.

MINIMUM QUALIFICATIONS

Training and Experience: High School graduation or G.E.D. equivalent is required, supplemented by education, training and certification in office management, supervision, communications, and the use of a variety of general and specialized software products AND 60 units of college-level courses, including business, finance, or public administration; and five (5) years of progressively responsible secretarial, and office administration and customer service experience is required, including one (1) year of experience as a confidential secretary to an administrative official, preferably in a municipal agency.

Experience in a municipal government supporting executive or management level positions is highly desirable. Prior lead or supervisory experience is desirable.

Knowledge and Skills in: Modern office practices, procedures, and equipment; letter and report writing; statistical and recordkeeping methods; correct English usage, spelling, and punctuation; basic functions and organization of municipal government; City organization, functions, and programs.

Ability to: Communicate effectively; utilize word processing equipment efficiently; operate transcribing machines or take dictation; type at a net rate of 55 words per minute from clear, legible copy; employ independent judgment and make sound decisions in accordance with established procedures; work independently; supervise and train clerical personnel; establish and maintain effective working relations with all levels of staff, elected officials, and the general public.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of an approved certificate, less than one (1) year old, indicating an ability to type at a net rate of 55 words per minute.

HOUSING ASSISTANT	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: May 8, 2008 <u>July 10, 2024</u>

DEFINITION

Under general supervision, to perform specialized clerical and technical duties in the processing of the Section 8 Rental Assistance Program applications; determination of eligibility and maintenance of computerized recordkeeping systems; and to provide clerical assistance in other affordable housing programs; and to perform other related duties as assigned.

EXAMPLES OF TYPICAL DUTIES

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

Assists in the processing of Section 8 Rental Assistance Program applications and participants' continuing eligibility, including but not limited to assessing eligibility requirements, detecting and reconciling discrepancies, providing information to applicants, verifying information on applications, scheduling interviews, and preparing related correspondence; answers public inquiries and provides information related to the housing programs, both orally and in writing; maintains computerized records and database on client and housing information; maintains applicant and program participant files; contacts and notifies applicants/participants on eligibility status; schedules and assists professional housing staff with presentations to prospective tenants and landlords; types correspondence, reports, requisition forms, and other related materials from rough draft; maintains calendars and schedules and coordinates meetings; performs routine administrative duties such as filing, copying, and answering telephones; performs other duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. ~~A typical way to obtain the required knowledge, skills, and abilities would be: two (2) years of progressively responsible clerical experience in the social/public service; and two (2) years of experience in the subsidized housing field working with rental assistance programs. High school graduation or G.E.D. equivalent is required AND two (2) years of increasingly responsible experience providing technical support or customer services to assisted housing, social services programs, or retail financial/legal services.~~

Knowledge and Skills in: Pertinent federal, state, and local housing laws, codes, and regulations related to Section 8 Rental Assistance; general office methods and procedures; computer systems and word processing, spreadsheet, and database applications.

Ability to: Apply and explain federal, state, and local laws, regulations, policies, and procedures; prepare statistical reports and maintain complex recordkeeping systems; work independently; understand and carry out oral and written directions; effectively communicate, both orally and in

writing; establish and maintain effective working relationships; ~~ability to type at a net rate of 40 words per minute~~. The ability to speak, read, and write in Spanish is highly desirable.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

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

~~Possession of an approved typing certificate, less than one (1) year old, indicating the ability to type at a net rate of 40 words per minute is required at the time of application.~~
Type accurately at a speed necessary to meet the requirements of the position.

SENIOR PARK CARETAKER	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: January 8, 2004 July 10, 2024

DEFINITION

Under general supervision, to perform a variety of skilled and semi-skilled duties in gardening and general grounds maintenance work; and perform related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the skilled journey-level class in the Parks Maintenance division. Incumbents report to the Park Supervisor or Chief Park Caretaker and may supervise the work of a Park Caretaker on a regular and ongoing basis.

EXAMPLES OF TYPICAL DUTIES

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

Plants, transplants, removes, fertilizes, cultivates, waters, and sprays flowers, shrubs, grass, and shade trees; spades, rakes, hoes, and otherwise prepares grounds for planting; operates power mowers, edgers, and other equipment; makes minor adjustments and repairs on equipment; repairs and maintains irrigation systems; assists in trimming trees and shrubs, removing dead or diseased limbs or branches using hand saws and other basic trimming devices; rakes leaves, cleans walks, courts, and other park structures and performs general grounds maintenance work; installs irrigation systems; assists in the construction, maintenance, and repair of park structures, performing semi-skilled trade work; supervises assigned permanent and temporary staff; reports illegal activities and/or safety hazards to City law enforcement officers; and performs related work as required.

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: one (1) year of skilled, journey-level park maintenance and gardening experience.

Knowledge and Skills in: Methods, tools, equipment, and materials used in gardening and plant propagation work; basic methods, tools, and materials used in building construction, maintenance, and report work; basic characteristics and control techniques of plant pests and diseases; methods and practices of irrigation system maintenance and repair.

Ability to: Perform heavy and physically demanding work for lengthy and continuous periods of time; establish and maintain effective working relations with others; deal effectively with the public; supervise and train subordinate park maintenance personnel; plan and schedule work; keep simple records; install, maintain, and repair irrigation systems; operate light-duty motorized equipment.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license is required at the time of appointment. Certain assignments may require a Class B driver's license within one year of appointment.~~Possession of a valid California Class B driver's license is required at the time of appointment.~~

ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: July 10, 2024

DEFINITION

Under general administrative direction of the Director of Community Development, to plan, direct, manage, and oversee the functions, programs, and operations of the Community Development Department including planning, building, code compliance, and administrative staff; to supervise the work of department and contracted staff in the performance of complex and advanced professional duties and responsibilities supporting the City’s current and advanced planning functions; to supervise long-term and complex assignments with responsibility for project development, setting of priorities, developing time lines, evaluating work assigned to staff, and assuring quality and accuracy of Departmental output; to serve as liaison and provide assistance and information to applicants, developers, consultants, the general public, other City departments, and outside organizations and agencies regarding City codes, policies, standards, and processes; to provide highly responsible and complex administrative support to the Community Development Director; and to serve as the acting Director as needed in the absence of the Director.

EXAMPLES OF TYPICAL DUTIES

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

- Oversee the provision of Community Development Department service and activities including managing permit processing and development review procedures, staff representation for advisory Boards and Commissions and City Council, preparing and presenting high-level reports and other necessary correspondence; review and recommend changes to procedures to reflect local policies and changes in State regulations.
- Oversee staff involved in the Community Development Department; plan and organize multiple tasks and assignments; select, train, assign, evaluate, and discipline subordinate staff.
- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.
- Assist in the preparation and monitoring of the Community Development Department budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies.

- Direct, coordinate and review the work plan for assigned professional planning services and activities; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend appropriate services and staffing levels; meet with staff to identify and resolve problems.
- Administer local zoning, subdivision, code enforcement and land use and development regulations for the City, including interpretation and application of local ordinances and development of implementation policies and procedures.
- Coordinate development review and permit processing procedures with other City departments and governmental agencies in accordance with local, State and Federal requirements.
- Communicate effectively and serve as the liaison with other staff, departments, the public, outside agencies, the business and development communities, Boards, Commissions, and City Council; with other divisions, departments and outside agencies; promote and maintain effective business relationships with the housing and development community; negotiate and resolve sensitive and controversial issues.
- May direct and oversee the development and implementation of public outreach activities; oversee and participate in a variety of public relations, outreach, and educational work related to the Community Development Department and its services and activities.
- May participate and/or manage negotiations and agreements for property development.
- May participate in contract administration, oversight, direct, and accountability for the use of professional services needed to support staff and projects including project scoping, selection, contract development, and implementation in accordance with City policies and procedures.
- Read and understand complex federal, state, and county laws, rules, regulations, and guidelines; analyze complex policy related to economic development and analyses, redevelopment, financial analyses, and/or housing issues; prepare and implement related studies and plans.
- Perform complex advanced planning work and manage long-term special project assignments in the Department.
- Prepare and administer revisions to planning and zoning regulations; analyze and recommend action on all types of development entitlement and other applications, including but not limited to subdivisions, zone changes, zoning and general plan amendments, specific plans, planned developments, variances, and conditional use permits; administer and enforce zoning and planning regulations.
- Prepare and review environmental impact reports or initial studies; manage contracts for preparation of environmental studies by consultants; supervise long-term environmental planning functions.
- Prepare official population estimates and projections, housing statistics and economic studies; maintain basic information and statistical data bases for the City; report such data on housing and population to State and Federal agencies as required for the City.
- May represent the City on regional advisory boards and committees involving multi-agency issues such as regional growth and environmental management.

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- Attend and participate in professional group meetings; stay abreast of new trends and innovations in current and advanced planning, economic development, redevelopment.
 - Respond to and resolve difficult and sensitive citizen inquiries and complaints.
 - Perform related duties as assigned.

Supervision Received and Exercised

This single position class reports to the Director of Community Development, assisting that position with a wide variety of complex administrative and professional assignments. The Assistant Director of Community Development exercises direct supervision over supervisory, professional, technical, and clerical staff and is assigned to act on the Director's behalf in their absence.

MINIMUM QUALIFICATIONS

Training and Experience:

Equivalent to a Bachelor's degree from an accredited college or university with major work in urban or regional planning, architecture, public administration, or a related field considered useful in urban planning, redevelopment, and building codes administration. A Master's degree in a related field, and American Institute of Certified Planners Certification (AICP) are strongly desired. Five (5) years of progressive, increasingly responsible experience in municipal planning, building, architecture, engineering or construction technology, including two (2) years of administrative and supervisory responsibility at the local government level. California Environmental Quality Act (CEQA) experience is strongly desired.

Knowledge and Skills in:

Operations, services and activities of a comprehensive municipal community development program.

Advanced principles and practices of comprehensive land use planning, zoning, development, redevelopment, building construction, and urban design.

Urban and regional planning, zoning, and development theory, principles, and practices and their application to a wide variety of municipal planning services.

Principles and practice of project management.

Principles and practices of program development and administration.

Methods and techniques of effective technical report preparation and presentation.

Methods and techniques of eliciting community participation in planning and development issues.

Principles of supervision, training and performance evaluation.

Methods and techniques of contract administration for professional services.

Basic elements of land valuation, real estate economics, and development agreement negotiations.

Principles and practices of municipal budget preparation and administration.

Relevant federal and state laws, court cases, regulations and procedures concerning land use, development and environmental review.

Statutes related to general plans, environmental matters, zoning, and land division, and safety and construction standards of the building construction industry.

City development review procedures and requirements.

Recent developments, current literature, research methods, and sources of information related to municipal planning, urban growth, building construction, and development.

Productive development review procedures and multi-level project coordination.

Modern office procedures, methods, and equipment including computers and supporting software applications.

Ability to:

Participate in development and administration of departmental goals, objectives and procedures. Analyze and assess programs, policies and operational needs and recommend appropriate adjustments or changes based on City standards, California land use, planning and environmental law, and sound planning principles.

Identify and respond to sensitive community and organizational issues, concerns and needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Research, analyze and evaluate new service delivery methods and techniques.

Plan, organize, direct and coordinate the work of lower level staff

Select, supervise, train and evaluate staff.

Identify and suggest needed changes to City codes, standards, and procedures.

Interpret, analyze, apply, implement, and explain pertinent Federal, State, and local laws, codes, and regulations including City codes and departmental policies and administrative directives.

Perform professional level planning duties in the development, implementation, and modification of City plans and regulations.

Prepare and analyze planning studies, review building construction plans and drawings, and communicate findings of these studies and reviews in an understandable manner verbally, visually and in written reports.

Develop and manage long range and complex projects related to land use planning, community development and other activities within the department in an efficient and timely manner.

Read and understand architectural drawings and maps.

Analyze projects and potential projects for consistency with planning regulations, general planning principles, and architectural quality.

Provide staff support to assigned commissions or committees.

Prepare and analyze technical and administrative reports, statements, and correspondence.

Prepare clear and concise administrative and financial reports.

Assist with preparation and administration of large and complex budgets.

Communicate clearly and effectively, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

License Required:

HUMAN RESOURCES ANALYST II	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: July 10, 2024

DEFINITION

Under general supervision, performs a wide variety of journey level professional, administrative, analytical, and coordination duties in support of human resources functions and programs in the areas of recruitment and selection, job evaluation, classification, compensation, workers' compensation, organizational development and training, and labor and employee relations; conducts, reviews, and presents administrative, financial, and personnel studies and reports; and does related work as required.

EXAMPLES OF TYPICAL DUTIES

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

- Performs a variety of complex analytical and technical tasks involved in the human resources function including recruitment, testing and selection, classification and compensation, labor relations support, employee relations, benefits administration, and employee training.
- Develops and prepares training curriculum on a variety of human resources related topics such as new employee orientation, interview training, career development opportunities, and supervisor training; assist in the development of City-wide training and initiatives.
- Performs professional analytical activities and participates in the administration and analysis of the City's benefit program operations including health, life, dental, disability, unemployment insurance, employee assistance, flexible spending accounts, deferred compensation, and retirement programs.
- Assists in the review, and administration of benefit contracts and consultants providing benefit advice to City employees; provides benefit information and related materials and drafts benefit related policies and procedures.
- Plans and manages employee benefit fairs and wellness events; serves as liaison between the vendors and employees; ensures compliance with terms of related contracts.
- Administers the employee leave programs including Family Medical Leave Act (FMLA), California Pregnancy Leave, California Family Rights Act (CFRA), Americans with Disability Act (ADA) and other City- offered leaves.
- Administers the Affordable Care Act program related to employee qualification for federal benefits, required reporting, and employee notifications.
- Conducts studies and surveys of personnel practices, position classification, salary comparison, and benefit programs. Analyzes the findings from surveys and studies to make policy recommendations.
- Plans and directs recruitment process; provides coordination among departments involved; reviews and evaluates applications; prepares, administers and grades written, performance and other examinations; participates in oral examination boards; explains

recruitment policies and procedures to applicants and staff from other departments; prepares and maintains eligibility lists.

- Assists in the development and administration of the City's Injury and Illness Prevention Program; ensure compliance with Federal and State regulations.
- Reviews the City's loss history to identify trends; assist in identifying, evaluating, and developing programs for the reduction or elimination of loss exposures including workers' compensation.
- Interprets human resources policies and procedures and ensure compliance of City Civil Service Rules and Memorandums of Understanding with applicable City, State and Federal regulations.
- Performs related duties as required.

MINIMUM QUALIFICATIONS

Training and Experience: Bachelor's Degree from an accredited college or university in Business, Public Administration, Human Resources, Psychology, or a closely related field, or equivalent; AND two (2) years of professional human resources experience in recruitment and selection, benefits, risk management, or employee relations; OR an equivalent combination of education, training, and experience can be substituted for required education on a year for year basis.

Knowledge and Skills in:

- Advanced principles, practices, and techniques of public human resources management and/or civil service programs.
- Labor relations principles and practices, including contract administration. Applicable federal, state, and local laws, regulations, and City decisions. Research methods and data analysis techniques.
- Uses and operations of a computer and standard business software applications.
- Principles and practices of sound business communication; correct English usage, including spelling, punctuation, and grammar.
- Customer service principles, practices, and etiquette.
- City human resources policies, Civil Service Rules, and department practices and procedures.
- Analyzing complex problems, evaluating alternatives, and making sound, appropriate recommendations.
- Exercise sound independent judgment and initiative within established guidelines.
- Understanding, interpreting, and explaining the application of policies, procedures, rules, and requirements pertaining to assigned areas of responsibility.
- Representing the department effectively in meetings with other departments and union representatives, understanding and following written and oral instructions.
- Communicating effectively orally and in writing.
- Preparing clear, concise, and accurate reports, correspondence, and other written materials.
- Exercising tact and diplomacy in dealing with sensitive, complex, and confidential personnel issues and employee situations.

- Organizing and maintaining accurate and complete specialized files and records.
Maintaining confidential information.
- Establishing and maintaining effective working relationships.

Ability to: Plan, manage, and coordinate the activities of human resources programs, projects, and related services; select, assign, train, supervise, motivate, review, and evaluate the work of employees; conduct human resources, financial, and administrative analyses and present reports and recommendations; communicate effectively, both orally and in writing; establish and maintain effective working relationships with applicants, City employees, staff, management, consultants, contractors, vendors, and other public and private representatives; maintain the confidentiality of sensitive personnel matters.

HUMAN RESOURCES TECHNICIAN	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: July 10, 2024

DEFINITION

Under general supervision, the Human Resources Technician performs and provides a variety of highly responsible and complex technical and administrative duties in support of the City's human resource management programs. Incumbent performs complex assignments in administering specialized employment-related programs. Incumbents are expected to perform job assignments without close supervision using knowledge of City human resources rules, policies, practices, applicable laws and procedures learned through experience.

EXAMPLES OF TYPICAL DUTIES

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

- Performs a variety of technical and administrative activities associated with the delivery of human resource services; explains City programs, policies, and procedures to employees, applicants, and the public; responds to letters and phone calls regarding application and employment processes, employee benefits, and general human resources policies, procedures, and regulations; assists with forms completion and answers questions.
- Uploads recruitment announcements to websites; e-mails announcements to City locations and unions.
- Provides and offers information and service over the counter and by telephone; disburses applications, recruitment brochures, and flyers to the public; accepts and reviews applications for completeness; answers inquiries about vacancies and requirements for employment and enters applicant information for examination processing.
- Prepares acceptance or disqualification notices; schedules candidates for test administration; assists in assembling testing materials and rater packets; proctors test administration and scores tests or arranges for scoring; calls City departments and other agencies to obtain interviewers to serve on oral panels; updates candidate status in computer system following each test part and generates status notices to candidates; adds successful candidates to eligible lists; schedules eligible persons for physical and psychological tests.
- Reviews benefits enrollment and change forms for accuracy, completeness, timeliness, and required documentation; enters enrollment and change data; sends COBRA notification letters and maintains notification records; explains policies and benefit plan options.
- Reviews and processes requests for tuition reimbursement; verifies required approvals and reimbursement eligibility applicable under a variety of labor

agreements; maintains records and prepares summaries of tuition reimbursement expenditures for employees by bargaining unit.

- Assists professional human resources staff in gathering and verifying data and maintaining records and files on programs and plans.
- Enters and submits information on appointments, assignments, transfers, leaves of absence, dismissals, layoffs, resignations, and other personnel information; furnishes information and answers inquiries related to examinations, selection, and personnel transactions; maintains confidential personnel records, selection documentation, and specialized human resources files.
- Schedules employees for various human resources training and ensures compliance with employment laws.
- Performs a variety of administrative support functions including the preparation of agendas and a variety of reports and correspondence; maintains logs of tests administered; processes invoices for physical and psychological tests administered by outside organizations.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: High School Diploma, G.E.D.; and two (2) years of increasingly responsible technical or administrative support experience to include at least one (1) year in a human resources office performing duties specific to benefits administration and/or recruitment and selection.

Knowledge and Skill In:

- Basic human resources policies, procedures, and practices related to the administration of recruitment, selection, benefit programs, and related functions.
- Operations, capabilities, and requirements of specialized City employment and benefits systems.
- Uses and operations of a computer and standard business software applications including word processing and spreadsheet applications.
- Business arithmetic
- Principles and practices of sound business communication; correct English usage, including spelling, punctuation, and grammar.
- Standard office management practices and procedures.
- Sound customer service practices and etiquette.
- City human resources policies, Personnel Rules, and department practices and procedures.
- Operating a computer using word processing and other standard business software and other office equipment.
- Planning and organizing work to meet deadlines.
- Understanding, interpreting, and explaining the application of policies, procedures and plan provisions pertaining to assigned areas of responsibility.
- Understanding and following written and oral instructions.
- Communicating effectively orally and in writing.

- Preparing clear, concise, and accurate reports, correspondence, and other written materials.
- Dealing tactfully and courteously with difficult and sensitive people and situations.
- Maintaining confidential information.
- Establishing and maintaining effective working relationships.
- Providing customer service.

Ability to: Plan, organize, and complete studies, projects, and reports in accordance with department standards and work deadlines; analyze information and present clear and concise reports and recommendations; provide technical guidance to other staff positions; conduct orientation and enrollment sessions; perform basic mathematical computations with speed and accuracy; operate a variety of different types of office equipment; communicate effectively, both orally and in writing; establish and maintain effective working relationships with applicants, staff, employees, management, vendors, contractors, and consultants; maintain the confidentiality of sensitive personnel information and records.

RECORDS PROGRAM SPECIALIST	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: July 10, 2024

DEFINITION

Under general direction of the City Clerk, to plan, organize, and direct the Citywide Records Management Program within the City Clerk’s Office; perform a variety of complex duties in the administration of the Citywide Records Management Program, including the maintenance and preservation of Citywide records; develop, implement, and maintain records-related policies and procedures, develop and deliver records management program education and training to staff.

DISTINGUISHING CHARACTERISTICS

Leading the day-to-day activities of the Records Division of the department to include transfers of records, scan, file and prepare for final disposition; to coordinate with other City Departments and the public and assist the City Clerk with the administration and operation of activities and functions associated with the Office of the City Clerk; and provide varied, complex and administrative assistance to the City Clerk and the Deputy City Clerk.

EXAMPLES OF TYPICAL DUTIES

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

- Administer, maintain, and preserve the Citywide Records Management Program;
- Develop, implement and maintain policies and procedures that govern the retention, management, disclosure, and disposition of Citywide Public Records, in conjunction with legislation, State Government Codes, and other legal requirements pertaining to Document Management and Records Programs;
- Oversee and coordinate the fulfillment of Public Records Requests and ensure that the California Public Records Act (CPRA) requests are processed in compliance with applicable regulations and the City Council and City Administrative Policies;
- Maintain the Citywide Records Retention Schedule, in consultation with City departments, and in accordance with State Law and other applicable regulation;
- Under general direction of the City Clerk, develop a plan to execute a plan for scanning the city’s paper records, develop and provide Records Management and Document Management System Training Programs for City staff;
- Develop manuals and training for city staff on process, procedures and standard best practices in local government;
- Coordinate index and transfer of all inactive records from departments to long-term storage if applicable;
- Maintain contracts, agreements, bonds, insurance certificates etc. for projects within the City;

- Ensure that distribution or dissemination of proprietary and confidential City information are in compliance with the City's policies and procedures;
- Manages all in-coming and out-going mail for City Hall;
- Provides staff assistance to the Deputy City Clerk; and stays abreast of new trends and innovations in the field of records management.
- Ensures timely and accurate processing of passport applications and all passport services.
- Greets customers and instructs/guides them on completing a passport application both in person and by phone.
- Certifies that the customer has provided true legal documentation; administers an oath; witness applicant signature; verifies photos on ID and application match with the actual person, executes forms.
- Ensures that the documents are handled and stored securely and the personal information is protected; Mails items to the State department and tracks applications.
- Daily handling of cash and credit cards and reconciling of payments. Accepts fees for passport services.
- Takes passport photos that meet the standards of the State Department.

MINIMUM QUALIFICATIONS

Education and Experience: *Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: an associate's degree in public or business administration, information technology, records management, or closely related field from an accredited college or university; OR successful completion of 60 college units with course work in public or business administration, information technology, records management, or a closely related field from an accredited college or university; AND at least three (3) years of office and records management experience. Additional experience may be substituted for the educational requirements on a year-for-year basis.*

Special Requirements:

- Must be able to successfully complete U.S. Department of State Passport Services Web-Based Training to meet Passport processing requirements within one month of employment.
- Must be a U.S. Citizen or Naturalized Citizen.

Highly Desirable:

- Comprehensive records management programs for a municipality involving the development of systems for maintenance, retention, and disposition of a wide variety of records;
- Certified Records Manager credentials.

Knowledge and Skills in: City, state, and federal laws and processes as they relate to the California Public Records Act, State and local laws and regulations related to the retention, maintenance and disclosure of records; document management systems; electronic records technology; municipal functions and processes; principles and practices of project management; methods and techniques of records management to include indexing, filing, storage, retrieval, and disposal of records; document management software; public records keeping practices and legal requirements including retention and legal destruction procedures; English usage, spelling, grammar, and punctuation; modern office equipment and software applications. Principles and practices of sound customer service and constructive problem solving in a politically sensitive environment.

Ability to: Safely drive a City vehicle under California licensing. Coordinate and facilitate a Citywide Records Management Program; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendation in support of departmental goals; effectively handle multiple priorities, to be detailed-oriented, organize workload and meet strict deadlines, communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work. Exercise good judgement, flexibility, creativity, and sensitivity in response to changing situations and needs of the office.

Physical Demands & Working Conditions:

Must be able to frequently lift objects weighing up to 20 pounds, and occasionally lifting up to 35 pounds. Standard Office Setting. Continuous working indoors, dust from paper. Work in storage areas that may be extremely dusty; protective equipment will be provided such as gloves, and face mask at a minimum.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Certification as a Notary Public by the State of California is required within six months from hire. Possession of a valid California Class C driver's license is required at the time of appointment.

RISK MANAGEMENT SPECIALIST	CITY OF NATIONAL CITY
CLASS SPECIFICATION	APPROVED: July 10, 2024

DEFINITION

Under direct supervision, performs a variety of responsible and specialized risk management clerical and administrative duties, that are time sensitive and confidential in nature, in the support of the daily operations of Risk Management division; in one or more of the following areas: workers' compensation, general liability, subrogation, and safety.

DISTINGUISHING CHARACTERISTICS

This class is characterized by its administrative and operational support for risk management activities. Assignments may vary from general support of several staff to specialized support in a technical area. Incumbents are expected to perform independently under general supervision and are reviewed for end result of product.

EXAMPLES OF TYPICAL DUTIES

1. Performs a variety of administrative tasks related to risk management and in support of the risk management division, workers' compensation, and general liability programs.
2. Receives and processes new subrogation claims, assembles police reports and requests information from departments; works with third party administrator, reconciles damage billing and recovery and prepares packages for small claims court.
3. Assists in the performance of accounting, budgeting, statistical, and financial recordkeeping functions; tracks division expenditures, reconciles budgets to expenses, identifies discrepancies, and verifies corrections as appropriate; participates in billing, receiving, and accounts payable operations.
4. Responds and provides assistance to inquiries from employees, management, outside agencies, and the public.
5. Assists in the research, data compilation, data entry, and preparation of reports and spreadsheets.
6. Conducts and/or facilitate a variety of routine tasks and ongoing tasks.
7. Compile, track, monitor and audit a variety of risk management related data, including but not limited to liability claims, property damage, certificate of insurance, licensing requirements, and driver safety compliance.
8. Organizes, reviews and prepares materials for orientation, training and other related workshops.
9. Assist in conducting studies and research on a broad range of risk management issues.
10. Compiles data for federal and state reporting requirements, as assigned.
11. Respond to Department of Transportation requests pertaining to past employees.
12. Assist in the auditing and reconciliation of risk management programs.
13. Assist in responding to court orders, subpoenas, and Public Records Act requests including preparing files for records destruction.

14. Review certificates of insurance for compliance of City contract and agreement requirements.
15. Schedule work-related pre-employment medical exams, drug testing, and other related appointments with the City's occupational medical clinic.

MINIMUM QUALIFICATIONS

Training and experience: *Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be:*

High School graduation or G.E.D. equivalent is required, supplemented by training or coursework in Human Resources Management. An Associate's degree in a field related to human resources is desirable.

Two years of recent, paid work experience performing administrative support duties, at least one year of which must have been in a Risk Management or Human Resources environment.

Knowledge and Skills in:

- Principles, practices and methods of Risk Management administration.
- Records management practices and procedures.
- Business English, spelling, grammar and punctuation.
- Basic mathematics.
- Modern office practices, procedures and equipment.
- Effective customer service techniques.
- Reading, writing, and communicating at an appropriate level.
- Dealing effectively with the public with tact and discretion.
- Using a personal computer and applicable software applications.

Ability to:

- Organize and coordinate claims in accordance with municipal processes and procedures.
- Analyze information.
- Reconcile figures.
- Organize and manage accurate files and records.
- Learn and utilize computerized spreadsheet and database applications.
- Maintain confidentiality of information.
- Work independently with minimal supervision and frequent interruptions.
- Respond to public inquiries and customer complaints in a tactful and courteous manner.
- Communicate effectively, both orally and in writing.
- Provide effective customer service.
- Establish and maintain effective and cooperative working relationships with City employees and the general public.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Valid Class C California driver license, acceptable driving record, and evidence of insurance are required.

DRAFT

CITY OF NATIONAL CITY
CONFIDENTIAL SALARY SCHEDULE
EFFECTIVE: AUGUST 8, 2024

TITLE	STEP A				STEP B				STEP C				STEP D				STEP E			
	Hourly	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual
Confidential Assistant (At-Will)	\$26.14	\$2,091.44	\$4,531.45	\$54,377.37	\$27.45	\$2,196.01	\$4,758.02	\$57,096.28	\$28.82	\$2,305.81	\$4,995.92	\$59,951.07	\$30.26	\$2,421.10	\$5,245.73	\$62,948.73	\$31.78	\$2,542.16	\$5,508.02	\$66,096.27
Executive Assistant I	\$25.32	\$2,025.31	\$4,388.18	\$52,658.11	\$26.58	\$2,126.57	\$4,607.58	\$55,290.92	\$27.91	\$2,232.90	\$4,837.96	\$58,055.46	\$29.31	\$2,344.55	\$5,079.85	\$60,958.22	\$30.77	\$2,461.78	\$5,333.86	\$64,006.29
Executive Assistant II	\$28.71	\$2,296.83	\$4,976.48	\$59,717.71	\$30.15	\$2,411.67	\$5,225.29	\$62,703.46	\$31.65	\$2,532.25	\$5,486.54	\$65,838.52	\$33.24	\$2,658.87	\$5,760.88	\$69,130.62	\$34.90	\$2,791.81	\$6,048.93	\$72,587.15
Executive Assistant III	\$30.88	\$2,470.07	\$5,351.83	\$64,221.93	\$32.42	\$2,593.57	\$5,619.41	\$67,432.89	\$34.04	\$2,723.25	\$5,900.38	\$70,804.58	\$35.74	\$2,859.42	\$6,195.42	\$74,345.03	\$37.53	\$3,002.39	\$6,505.19	\$78,062.25
Executive Assistant IV	\$32.60	\$2,607.69	\$5,650.00	\$67,800.02	\$34.23	\$2,738.09	\$5,932.52	\$71,190.22	\$35.94	\$2,874.98	\$6,229.12	\$74,749.48	\$37.73	\$3,018.73	\$6,540.59	\$78,487.07	\$39.62	\$3,169.67	\$6,867.61	\$82,411.30
Human Resources Technician	\$21.68	\$1,734.70	\$3,758.51	\$45,102.14	\$22.77	\$1,821.33	\$3,946.21	\$47,354.54	\$23.91	\$1,913.18	\$4,145.22	\$49,742.62	\$25.10	\$2,008.16	\$4,351.01	\$52,212.11	\$26.37	\$2,109.40	\$4,570.37	\$54,844.42
Information Technology Analyst	\$41.57	\$3,325.53	\$7,205.32	\$86,463.79	\$43.65	\$3,491.82	\$7,565.60	\$90,787.20	\$45.83	\$3,666.40	\$7,943.88	\$95,326.52	\$48.12	\$3,849.72	\$8,341.06	\$100,092.76	\$50.53	\$4,042.21	\$8,758.13	\$105,097.50
Information Technology Technician	\$34.05	\$2,724.23	\$5,902.49	\$70,829.89	\$35.76	\$2,860.44	\$6,197.61	\$74,371.33	\$37.54	\$3,003.45	\$6,507.48	\$78,089.80	\$39.42	\$3,153.63	\$6,832.87	\$81,994.40	\$41.39	\$3,311.31	\$7,174.51	\$86,094.18
Payroll Technician I	\$25.22	\$2,017.25	\$4,370.71	\$52,448.52	\$26.48	\$2,118.11	\$4,589.23	\$55,070.77	\$27.80	\$2,224.01	\$4,818.69	\$57,824.24	\$29.19	\$2,335.22	\$5,059.64	\$60,715.73	\$30.65	\$2,451.96	\$5,312.59	\$63,751.05
Payroll Technician II	\$27.74	\$2,218.96	\$4,807.75	\$57,693.02	\$29.12	\$2,329.91	\$5,048.14	\$60,577.72	\$30.58	\$2,446.41	\$5,300.55	\$63,606.57	\$32.11	\$2,568.73	\$5,565.58	\$66,787.01	\$33.71	\$2,697.17	\$5,843.87	\$70,126.48
Records Program Specialist	\$28.71	\$2,296.83	\$4,976.48	\$59,717.71	\$30.15	\$2,411.67	\$5,225.29	\$62,703.46	\$31.65	\$2,532.25	\$5,486.54	\$65,838.52	\$33.24	\$2,658.87	\$5,760.88	\$69,130.62	\$34.90	\$2,791.81	\$6,048.93	\$72,587.15
Risk Management Specialist	\$28.71	\$2,296.83	\$4,976.48	\$59,717.71	\$30.15	\$2,411.67	\$5,225.29	\$62,703.46	\$31.65	\$2,532.25	\$5,486.54	\$65,838.52	\$33.24	\$2,658.87	\$5,760.88	\$69,130.62	\$34.90	\$2,791.81	\$6,048.93	\$72,587.15
Senior Information Technology Analyst	\$45.63	\$3,650.10	\$7,908.55	\$94,902.62	\$47.91	\$3,832.61	\$8,303.98	\$99,647.79	\$50.30	\$4,024.24	\$8,719.18	\$104,630.18	\$52.82	\$4,225.45	\$9,155.14	\$109,861.65	\$55.46	\$4,436.72	\$9,612.88	\$115,354.61

**City of National City
Management Positions
August 6, 2024**

POSITION TITLE	SALARY BAND (MONTHLY LOW)	SALARY BAND (MONTHLY HIGH)	SALARY BAND (ANNUAL LOW)	SALARY BAND (ANNUAL HIGH)
Assistant Director of Public Works/Engineering	\$10,270.12	\$14,371.12	\$123,241.50	\$172,453.43
Assistant Director of Community Development	\$10,270.12	\$14,371.12	\$123,241.50	\$172,453.43
Battalion Chief ²	\$9,473.85	\$12,919.65	\$113,686.26	\$155,035.76
Budget Manager	\$7,128.76	\$11,844.18	\$85,545.13	\$142,130.20
Building Official	\$8,614.10	\$12,809.78	\$103,369.15	\$153,717.41
City Engineer	\$10,270.12	\$14,371.12	\$123,241.50	\$172,453.43
Community Development Manager	\$8,443.43	\$11,641.65	\$101,321.10	\$139,699.80
Community Development Specialist III	\$6,737.75	\$10,127.19	\$80,853.02	\$121,526.27
Community Services Manager	\$6,520.55	\$10,115.75	\$78,246.54	\$121,389.03
Deputy City Attorney	\$8,771.94	\$12,865.52	\$105,263.33	\$154,386.24
Deputy City Clerk	\$6,180.10	\$8,575.97	\$74,161.24	\$102,911.67
Deputy Director of Human Resources	\$8,613.37	\$11,875.97	\$103,360.48	\$142,511.65
Emergency Manager	\$8,359.87	\$10,162.53	\$100,318.40\$	\$121,950.40
Equipment Maintenance Supervisor	\$6,177.04	\$9,344.01	\$74,124.52	\$112,128.08
Facilities Maintenance Supervisor	\$4,769.08	\$7,942.48	\$57,228.91	\$95,309.70
Financial Services Officer	\$8,686.92	\$12,054.63	\$104,243.04	\$144,655.58
Fire Division Chief ²	\$11,895.09	\$15,345.32	\$142,741.05\$	\$184,143.83
Homelessness Services Coordinator	\$7,589.11	\$10,336.38	\$91,069.32	\$124,036.56

**City of National City
Management Positions
August 6, 2024**

POSITION TITLE	SALARY BAND (MONTHLY LOW)	SALARY BAND (MONTHLY HIGH)	SALARY BAND (ANNUAL LOW)	SALARY BAND (ANNUAL HIGH)
Housing Programs Manager	\$7,814.72	\$10,936.13	\$93,776.60	\$131,233.54
Human Resources Analyst II	\$5,185.98	\$7,890.85	\$62,231.78	\$94,690.21
Human Resources Manager	\$8,613.37	\$11,875.97	\$103,360.48	\$142,511.65
Information Technology Manager	\$9,557.96	\$12,415.86	\$114,695.53	\$148,990.31
Management Analyst I	\$4,562.91	\$6,943.31	\$54,754.95	\$83,319.71
Management Analyst II	\$5,185.98	\$7,890.85	\$62,231.78	\$94,690.21
Management Analyst III	\$5,803.93	\$8,838.38	\$69,647.11	\$106,060.58
Neighborhood Council Coordinator	\$5,631.61	\$8,575.97	\$67,579.31	\$102,911.67
Neighborhood Services Manager	\$4,909.36	\$9,998.28	\$58,912.38	\$119,979.31
Nutrition Program Manager	\$5,294.59	\$9,575.36	\$63,535.09	\$114,904.28
Park Superintendent	\$7,087.44	\$10,096.26	\$85,049.29	\$121,155.18
PIO/Management Analyst III	\$6,186.93	\$9,421.64	\$74,243.20	\$113,059.64
Planning Manager	\$8,522.38	\$11,197.22	\$102,268.55	\$134,366.59
Police Captain ¹	\$14,898.87	\$18,658.25	\$178,786.41	\$223,898.98
Police Support Services Manager	\$9,217.79	\$10,200.09	\$110,613.51	\$122,401.13
Principal Civil Engineer	\$10,177.96	\$12,669.86	\$122,135.48	\$152,038.31
Principal Librarian	\$7,398.40	\$9,474.26	\$88,780.81	\$113,691.10
Principal Planner	\$8,492.85	\$11,158.41	\$101,914.18	\$133,900.90

**City of National City
Management Positions
August 6, 2024**

POSITION TITLE	SALARY BAND (MONTHLY LOW)	SALARY BAND (MONTHLY HIGH)	SALARY BAND (ANNUAL LOW)	SALARY BAND (ANNUAL HIGH)
Project Officer	\$6,343.84	\$9,722.42	\$76,126.10	\$116,669.02
Purchasing Agent	\$5,870.01	\$10,205.95	\$70,440.11	\$122,471.40
Recreation Superintendent	\$6,677.93	\$9,575.36	\$80,135.12	\$114,904.28
Risk Manager	\$6,289.11	\$11,567.69	\$75,469.30	\$138,812.22
Senior Accountant	\$6,980.62	\$8,686.92	\$83,767.47	\$104,243.04
Special Assistant to the Mayor	\$4,838.47	\$7,656.57	\$58,061.67	\$91,878.89
Street Maintenance Supervisor	\$5,610.74	\$7,942.48	\$67,328.85	\$95,309.70
Street & Wastewater Maintenance Superintendent	\$7,275.51	\$10,733.40	\$87,306.12	\$128,800.85
Traffic Engineer	\$9,934.65	\$12,864.71	\$119,215.85	\$154,376.53
Wastewater Supervisor	\$6,117.75	\$8,187.86	\$73,412.99	\$98,254.33

¹ Police Captain receives a \$900 Uniform Allowance Annually

² Battalion Chief and Fire Division Chief receives \$850 Uniform Allowance Annually

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, REVISING THE JOB DESCRIPTIONS FOR SEVEN (7) JOB CLASSIFICATIONS, CREATING FIVE (5) NEW JOB CLASSIFICATIONS, AND AMENDING THE NATIONAL CITY MANAGEMENT AND CONFIDENTIAL POSITIONS SALARY SCHEDULES TO REFLECT THE NEW JOB CLASSIFICATIONS

WHEREAS, City staff recommends approving the addition of five (5) new classifications to the Confidential and Management units (three in Confidential and two in Management) and revising the job descriptions for seven (7) existing classifications; and

WHEREAS, five (5) new classifications (Records Programs Specialist, Human Resources Technician, Human Resources Analyst II, Risk Management Specialist and Assistant Director of Community Development) were created to address their unique duties and responsibilities and to support the workforce sustainability of current and future service delivery in their respective departments; and

WHEREAS, the job descriptions for seven (7) existing classification (Building Inspector, Housing Assistant, Executive Assistant II, Executive Assistant III, Executive Assistant IV, City Engineer, and Senior Park Caretaker) were revised to remove outdated requirements that were no longer essential for performing job functions, as shown in Exhibit A; and

WHEREAS, the Civil Service Commission of the City of National City approved the five (5) new classifications and revisions to seven (7) existing classifications at their regular meeting on July 10, 2024; and

WHEREAS, City staff recommends setting the Records Programs Specialist, Human Resources Technician and Risk Management Specialist salary ranges and steps within the Confidential unit as shown in Exhibit B; and

WHEREAS, City staff recommends setting the Assistant Director of Community Development and Human Resources Analyst II salary ranges within the Management unit as shown in Exhibit C; and

WHEREAS, the Risk Management Specialist will be filled through a Civil Service Commission approved reclassification of a current Senior Office Assistant (Risk Management); and

WHEREAS, in fiscal year 2025, no additional budget appropriations are necessary for the five (5) new classifications.

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

Section 1: That the City Council hereby authorizes the creation of the positions of Records Programs Specialist, Human Resources Technician, Human Resources Analyst II, Risk Management Specialist, and Assistant Director of Community Development, and the revisions to the job descriptions for the positions of Building Inspector, Housing Assistant, Executive Assistant II, Executive Assistant III, Executive Assistant IV, City Engineer, and Senior Park Caretaker.

Section 2: That the City Council hereby authorizes the amendment to the Confidential Salary Schedule to add the Records Programs Specialist, Human Resources Technician and Risk Management Specialist classifications as shown in Exhibit B.

Section 3: That the City Council hereby authorizes the amendment to the Management Salary Schedule to add the Assistant Director of Community Development and Human Resources Analyst II classifications as shown in Exhibit C.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Library
Prepared by: Danielle Ghio, Acting City Librarian
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

California Library Literacy Services ESL Grant Funds Acceptance

RECOMMENDATION:

Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or His Designee to Accept the California Library Literacy Services (CLLS) Grant in the Amount of \$20,000 to Fund the National City Public Library’s English as a Second Language (ESL) Program for FY 2024 and Authorizing the Establishment of a Library Grants Fund Appropriation of \$20,000 and a Corresponding Revenue Budget.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Approved by Board of Library Trustees at the regular meeting of September 6, 2023.

EXPLANATION:

California Library Literacy Services was developed in 1984 as the first statewide library-based adult literacy service. Since then, library literacy programs have helped more than a quarter of a million learners and their families.

The National City Public Library began an English as a Second Language (ESL) pilot program in 2018-2019 with one Basic English Class and one ESL tutor. Currently, the ESL program now holds a Basic, Advanced, and Conversational class with tutors trained in each specific level.

With this ESL Grant, we will continue to expand our ESL services to the community by being able to offer small-group classes and one-to-one tutoring in English as a Second Language. The grant also allows us to be able to offer this program as an in-person, hybrid, or fully on-line model, allowing our learners to utilize the program in a way that works best for them.

In the 2021- 2022 fiscal year the program received six months of funding and in fiscal year 2022-2023 the program received a full year of funding. ESL has become one of the most popular literacy programs we provide. Since 2018, the program has assisted 244 ESL learners.

ESL learners typically focus on the listening comprehension and speaking skills, as well as basic writing and reading skills, needed to participate in work, family life, and their communities. Tutoring is provided in one-to-one and small-group sessions that are tailored to each learner’s goals and aspirations. Adults who are eligible to receive ESL services:

- Are 16 years or older and not concurrently enrolled in high school;
- Seek literacy services for themselves although they may not be able to do the intake interview in English;
- Are willing to be assessed, and complete an intake interview and assessment that includes speaking and listening skills; and

- Have established one or more personal learning goals, including communication-related goals.

ESL learners spend a large proportion of their tutoring or instructional time working on English language acquisition, conversational fluency, and pronunciation.

The National City Library received the \$20,000 in January of 2024, but it has since been determined that acceptance of the grant did not go before the City Council for approval. In order for costs that were incurred in FY 2024 to be recorded against this grant, it is necessary to receive City Council authorization to establish corresponding appropriations. The grant funds pay for part-time staff costs and instructional materials and supplies.

FINANCIAL STATEMENT:

If approved, budget adjustments will be made to the FY24 budget in the following accounts:

Expenditures:

320-50-41-41402-6005- Part-time Salaries: \$10,000

320-50-41-41402-7399- Materials and Supplies: \$10,000

Revenues:

320-50-41-41402-3463- Other State Grants: \$20,000

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Parks, Recreation and Library

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A: State Library Award Letter Agreement and Certificate of Compliance

Exhibit B: Resolution



July 12, 2023

Joyce Ryan
National City Public Library
1401 National City Blvd.
National City, CA, CA 91950

Dear Ms. Joyce Ryan,

We're pleased to provide funds to support your English as a Second Language program and the important work that you, your staff, and your volunteers do for your community through the California Library Literacy Services program.

In 2021-2022, the state budget included one-time California Library Literacy Services funding at \$15 million for English as Second Language Services. These funds will be allocated over a five-year period. This award letter covers Year 3 of funding between July 1, 2023, and June 30, 2024.

Your total award for the 2023-2024 fiscal year beginning July 1, 2023, is:

- **Total Award: \$20,000**

Your funds must be fully expended by June 30, 2024, in accordance with your approved budget on file with the State Library. The budget listed in your award packet indicates your original grant request. Your library may have to submit a new budget for review and approval to reflect your 2023-2024 English as a Second Language Services award.

To ensure that program expenditures are consistent with the California Library Literacy Services allowable expenses, please review the [California Library Literacy Services Allowable and Unallowable Expenses](#) guidelines. If you have any questions about expenses or expending your award funds, please contact Allyson Jeffredo at Allyson.Jeffredo@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the [CLLS Mission, Values, and Program](#)



[Essentials](#). Additional California Library Literacy Services resources can also be found on the [California Library Literacy Services webpage](#).

The payment process begins when we receive your completed and signed budget modification form (if needed), claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance (attached). All forms should be completed and signed through DocuSign to be processed for payment.

Our library literacy staff is available to assist you throughout the year. Please contact your Advisor Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov, and your Grant Monitor Allyson Jeffredo, Allyson.Jeffredo@library.ca.gov, with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

DocuSigned by:

BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
Fiscal Office, stategrants.fiscal@library.ca.gov
Mikki Vidamo, mvidamo@nationalcityca.gov

Enc: Re: ESL21-3-30: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

National City Public Library

THE BASICS – YOUR GRANT AWARD

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

Award #:	ESL21-3-30
Library:	National City Public Library
Total Award Amount:	\$20,000

ESL GRANT REQUEST

Salary and Benefits	\$0
Contract Staff	\$10,000
Operations	\$4,000
Library Literacy Materials	\$6,000
Small Equipment	\$0
Equipment (\$5,000 or more per unit)	\$0
Subtotal	\$20,000
Indirect	\$0
Grant Total	\$20,000

Start Date:	Upon execution
End Date:	June 30, 2024
Please understand that it can take between eight to ten weeks following the receipt of an error free claim form before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.	

CONTACT

We want your project to be successful. Please work with the program staff listed below to implement your project:

Literacy Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	allyson.jeffredo@library.ca.gov
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

National City Public Library

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

1401 National City Blvd., National City, CA 91950

In Process

SIGNED

DATE

Signature - Authorized representative

Typed/Printed Name and Title of Authorized Representative

Email address of authorized representative



National City Public Library

PROJECT INFORMATION:

Invoice #: ESL21-3-30

Project Title: English as a Second Language Services

Grantee: National City Public Library

Funding Start Date: Upon execution

Term Completion: June 30, 2024

In Process

National City Public Library

Total Award: \$20,000

PAYMENT SCHEDULE:

Libraries receive 100% of their 2023-2024 English as a Second Language Services award upon receipt of the award letter.

Note: Libraries have 18 months to spend their 2023-2024 English as a Second Language Services award funds, from July 1, 2023, in which the funds are awarded until December 31, 2024.

	English as a Second Language Service Award
Final Payment	\$20,000
Total	\$20,000

In Process

REPORTING:

For the 2023-2024 program period, libraries will be required to submit a mid-year report and final report. Reminder emails will be sent out beginning six weeks before the required reports are due.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Mid-Year Report	Due January 31, 2024
Final Report	Due September 30, 2024

Note: A budget modification form will be required for all budget changes regardless of amount. Modification forms may be submitted throughout the year but no later than May 31st.



STATE FUNDED GRANTS
AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and National City Public Library for the English as a Second Language Services project.

AWARD AGREEMENT NUMBER ESL21-3-30

This Award Agreement ("Agreement") is entered into on July 1, 2023 by and between the California State Library ("State Library") and National City Public Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded English as a Second Language Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$20,000 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2023, and ends June 30, 2024. The project's final expenditure date is December 31, 2024. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project's final encumbrance period ends on June 30, 2024, and all eligible program costs must be expended by December 31, 2024.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the English as a Second Language Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July – December	2023-2024 Mid-Year Report Due	January 31, 2024
January – Project End Date	2023-2024 Final Report Due	September 30, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions, for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process



EXHIBIT A: TERMS and CONDITIONS

1. **Accessibility:** The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. **Acknowledgment:** The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the English as a Second Language Services project.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date,

whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. **Authorized Representative:** Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. **Communication:** All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below

National City Public Library
Joyce Ryan
1401 National City Blvd.
National City, CA, CA 91950
jryan@nationalcityca.gov
(619) 470-5882

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
allyson.jeffredo@library.ca.gov
916-603-6709

10. **Confidentiality:** Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. **Contractor and Subcontractors:** Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its

contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
- 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the Agreement will:
- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be

made in writing and received by the California State Library at least 30 days prior to the final deadline.

- 21. Failure to Perform:** The grant being utilized by the Grantee is to benefit the English as a Second Language Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
- 22. Federal and State Taxes:** The State Library shall not:
- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's payments
- Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
- 23. Force Majeure:** Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
- 24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended:** If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.
- 25. Fringe Benefit Ineligibility:** Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
- 26. Generally Accepted Accounting Principles:** The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
28. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
- a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
29. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
31. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
32. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm

or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

33. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$20,000 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

35. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status,

sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform):** When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System:** When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements,

Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily

completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

40. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

41. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

42. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

43. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*

44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

45. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication.

Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
48. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
 - a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.

- b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$20,000 upon execution of the agreement and submission of claim by the grantee organization.

51. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

52. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

53. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not

be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State

Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$20,000. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
11. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name:	Address (official and complete):
PROJECT COORDINATOR	
Name:	
Email:	Phone:
GRANTEE AUTHORIZED REPRESENTATIVE	
Name:	Title:
Email:	Phone:
Signature:	Date:

In Process



Authorized Representative Signature

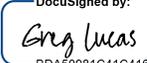
ORGANIZATION	
Name:	Address <i>(official and complete):</i>
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing:	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: <small>DocuSigned by:</small>  <small>BDA50981C41C416...</small>	Date: 7/18/2023
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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5 June 2023

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814



California Library Literacy and English Acquisition Services
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ESL21-3-30 Date:
Invoice #: ESL21-3-30-01 PO #:
Payee Name: National City Public Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$20,000 Type of Payment:
(Payable Upon Execution of Agreement) [] PROGRESS
Grantee Name: National City Public Library [] FINAL
(Name on Award Letter and Agreement) [x] IN FULL
Project Title: English as a Second Language [] AUGMENT
For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By
(Signature of the Authorized Representative)

(Print Name) (Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2021 ITEM NO: 6120-2131-0001, Chapter 240, Statutes of 2021
PURCHASING AUTHORITY NUMBER: CSL-6120 REPORTING STRUCTURE: 61202000
COA: 5432000 PROGRAM #: 5312

By Date
(State Library Representative)

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) GRANT IN THE AMOUNT OF \$20,000 TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S ENGLISH AS A SECOND LANGUAGE (ESL) PROGRAM FOR FY 2024 AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$20,000 AND CORRESPONDING REVENUE BUDGET.

WHEREAS, since 1984, the California Library Literacy Services ("CLLS") Grant is designed to support the Library's Literacy Services Program to English-speaking adults who seek to improve their reading, writing, and math skills; and

WHEREAS, the National City Public Library began an English as a Second Language (ESL) pilot program in 2018 and, since then, has developed the program to assist students on different learning levels and has assisted 244 ESL learners to date; and

WHEREAS, the CLLS ESL learners include those who include as primary goals, and spend a large proportion of their tutoring or instructional time, working on English language acquisition, conversational fluency, and pronunciation; and

WHEREAS, the National City Public Library was awarded \$20,000 from California Library Literacy Services for FY 2024 to fund an English as a Second Language (ESL) Program for our community residents.

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

Section 1: That the City Council hereby authorizes the City Manager or his designee to accept of grant funds in the amount of \$20,000 from California Library Literacy Services to fund the National City Public Library's Literacy Services ESL Program for Fiscal Year 2024.

Section 2: That the City Council hereby also authorizes the establishment of FY 2024 Library Grant Fund appropriations in the amount of \$20,000 and a corresponding revenue budget.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 3626 Cherry Blossom Street.

RECOMMENDATION:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 3626 Cherry Blossom Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved on May 8, 2024, staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence located at 3626 Cherry Blossom Street.

EXPLANATION:

Mrs. Kyoko Benbow, resident of 3626 Cherry Blossom Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Benbow stated that sometimes it is difficult for her to find parking in front of her residence and she has to park her vehicle elsewhere. Mrs. Benbow stated that a disabled persons parking space in front of her residence would provide easier access to her house.

Staff visited the site and observed that Mrs. Benbow's residence has a driveway, but no garage. The driveway is approximately 20 feet long by 8 feet wide with a slope of 9%. The maximum slope for a driveway to accommodate a vehicle with a disabled driver or passenger is 2%.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee on May 8, 2024. Staff sent a notice to the resident inviting them to the Traffic Safety Committee Meeting and/or to contact staff with any questions. Mrs. Benbow was not in attendance to speak on this item.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage, since all three conditions of the Special Hardship Cases section of National City Municipal Code Chapter 11.32.225(C), disabled persons parking zone, are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

In addition, staff has developed a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

If approved by the City Council, all work will be performed by City Public Works staff.

FINANCIAL STATEMENT:

The cost to install the disabled persons parking space is approximately \$300. It is the City's policy to assume the cost of providing disabled persons parking on public streets and in City-owned public off-street parking facilities. Funding is available within the Engineering & Public Works Department budget to provide this service.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

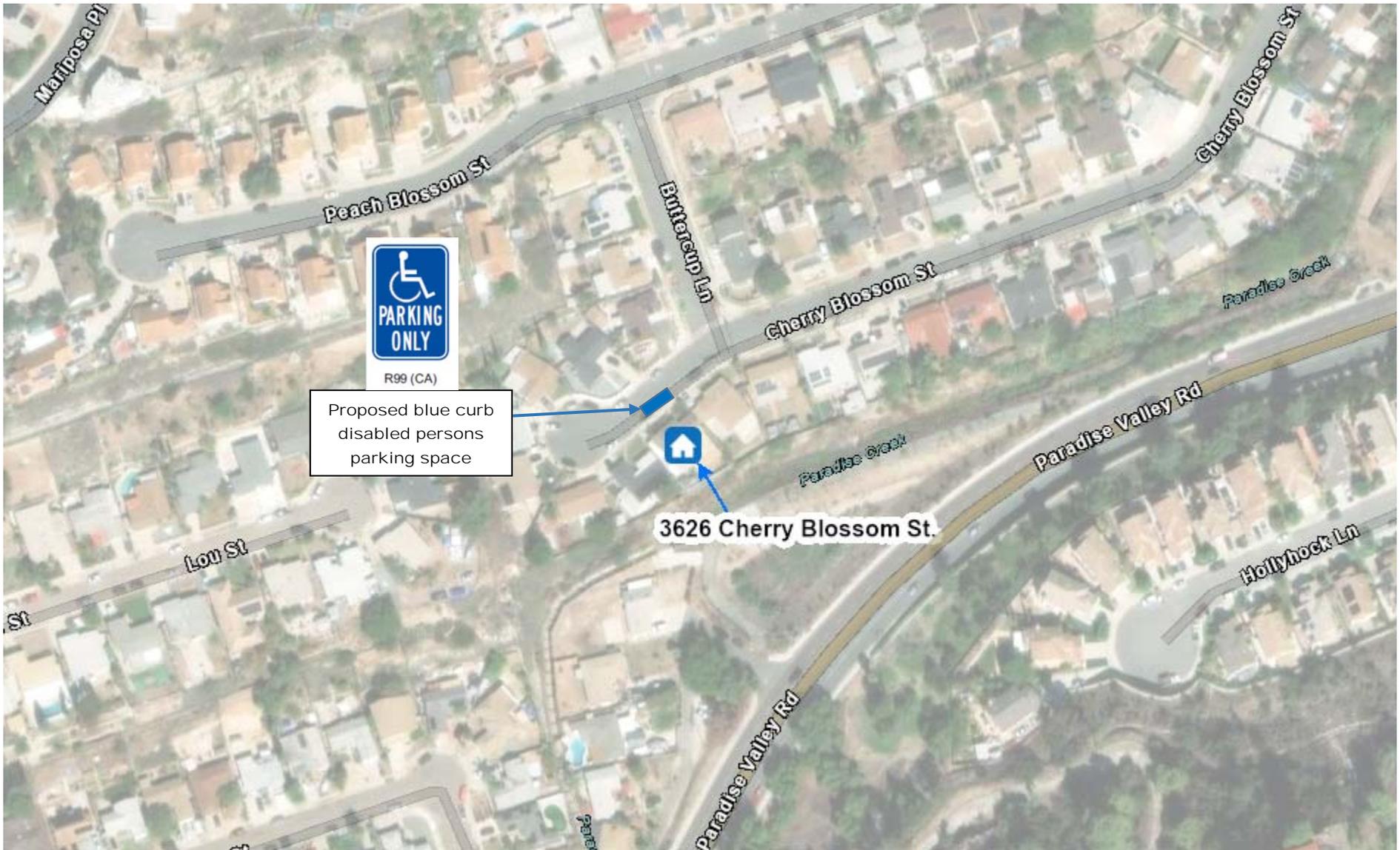
ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map
Exhibit B – Staff Report to TSC
Exhibit C – Resolution

Exhibit A: Location Map with Possible Enhancements (TSC Item: 2024-01)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR MAY 8, 2024**

ITEM NO. 2024-01

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 3626 CHERRY BLOSSOM ST

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mrs. Kyoko Benbow, resident of 3626 Cherry Blossom St, has requested a blue curb disabled persons parking space in front of her residence. The resident possess a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Benbow stated that sometimes it is difficult for her to find parking in front of her residence and she has to park her vehicle elsewhere. Mrs. Benbow stated that a disabled persons parking space in front of her residence would provide easier access to her house.

Staff visited the site and observed that Mrs. Benbow’s residence has a driveway, but no garage. The driveway is approximately 20 feet long by 8 feet wide with a slope of 9%. The maximum slope for a driveway to accommodate a vehicle with a disabled driver or passenger is 2%.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking spaces. The City’s Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for “disabled persons” or “disabled veterans”. *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant’s (or guardian’s) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City's Disabled persons parking zone requirements for Special Hardship Cases is met, staff recommends the installation of a blue curb disabled persons parking space with signage.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. National City Municipal Code Disabled Persons Parking Policy

2024-01



Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: KYOKO BENBOW.

Name of Disabled Person (if different from above): _____

Address: 3626 CHERRY BLOSSOM ST.

Email: _____ Phone Number: _____

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

YES NO

If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

YES NO

If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

YES NO

3. Does your residence have a driveway?

YES NO

If answered YES, please refer to the following questions:

a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

YES NO

b. Is the driveway level?

YES NO

c. Is the driveway sloped/inclined?

YES NO

Additional comments _____

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT

EXPIRES: 06/30/2025

DATE ISSUED: 02/18/2023



This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

**When your placard is properly displayed,
you may park in or on:**

TYPE: N1 TV: 92 CO: 37

DOB:

ISSUED TO

BENBOW KYOKO
3626 CHERRY BLOSSOM ST

NATIONAL CITY CA 91950

- * Disabled person parking spaces (blue zones)
- * Street metered zones without paying.
- * Green zones without restrictions to time limits.
- * Streets where preferential parking privileges are given to residents and merchants.

You may not park in or on:

- * Red, Yellow, White or Tow Away Zones.
- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- * Display a placard unless the disabled owner is being transported.
- * Display a placard which has been cancelled or revoked.
- * Loan your placard to anyone, including family members.

**Purchase of fuel
(Business & Professions Code 13660):**

* State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.



Exhibit A: Location Map with Possible Enhancements (TSC Item: 2024-01)

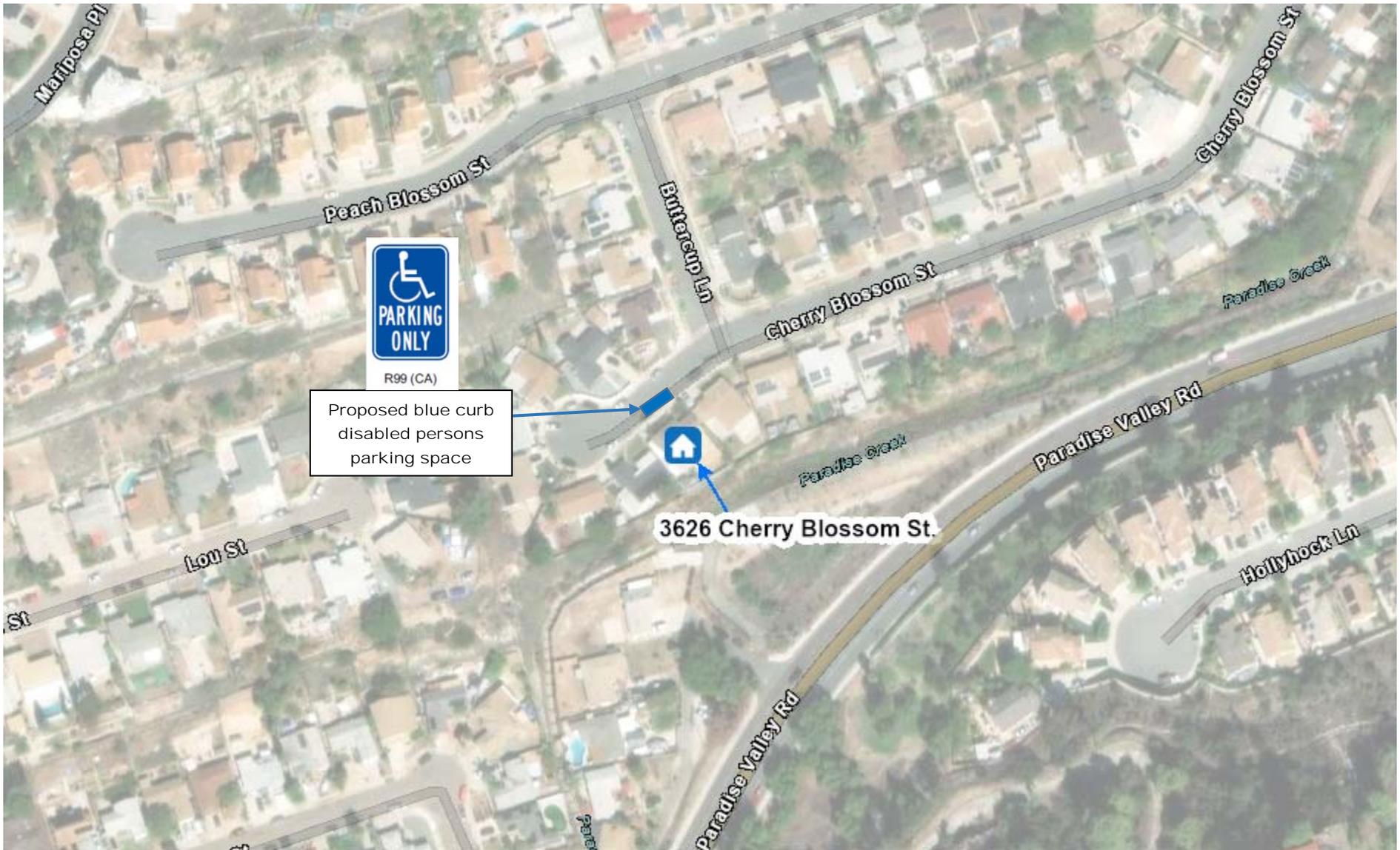


Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2024-01)





Photo of the driveway at 3626 Cherry Blossom Street (Looking East)



Location of proposed blue curb disabled persons parking space in front of 3626 Cherry Blossom Street (Looking South)

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4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.
 5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.
- (Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

- A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.
- B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.
- C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.
- D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

- A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 21101, et seq. at the following facilities:
 1. Government Buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
 2. Hospitals and convalescent homes with more than 75-bed capacity.
 3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
 4. Community service facilities such as senior citizens service centers, etc.

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5. Accredited vocational training and educational facilities where no off- street parking is provided for disabled persons.
 6. Employment offices for major enterprises employing more than 200 persons.
 7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
 8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
 9. Other places of assembly such as schools and churches.
 10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
 11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.
 12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.
- B. General requirements.
1. Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).
 2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.
 3. Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.
 4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.
 5. In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on- street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.
 6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.
- C. Special Hardship Cases.
1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:
 - a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
 - b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.
 - c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 3626 CHERRY BLOSSOM STREET.

WHEREAS, Mrs. Kyoko Benbow, resident of 3626 Cherry Blossom Street, has requested a blue curb disabled persons parking space in front of her residence; and

WHEREAS, the resident possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that she is requesting the accommodation since it is difficult for her to find parking in front of her residence and she has to park her vehicle elsewhere; and

WHEREAS, staff visited the site and observed that Mrs. Benbow's residence has a driveway, but no garage; and

WHEREAS, staff took measurements and confirmed the driveway does not meet accessibility standards for disabled persons parking; and

WHEREAS, this item was presented to the Traffic Safety Committee on May 8, 2024; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mrs. Benbow was not in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and, after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage in front of the residence at 3626 Cherry Blossom Street, since all three conditions of the Special Hardship Cases section of National City Municipal Code section 11.32.225(C), Disabled persons parking zone, are met.

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

Section 1: That the City Council hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 3626 Cherry Blossom Street.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: Pedro Garcia, Community Development Specialist III
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

San Diego Community Power Grant for the Climate Action Plan (CAP) Implementation Plan

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City Council of the City of National City, California, Authorizing the City Manager or His Designee to Accept the San Diego Community Power Member Agency Grant of \$50,000 for the Development of an Implementation Plan for the City's Climate Action Plan (CAP), and Authorizing the Establishment of an Appropriation in the Amount of \$50,000 in the Housing Authority Fund with a Corresponding Revenue Budget."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

National City has been awarded a grant from San Diego Community Power (SDCP) as part of their Member Agency Grant Program. The grant amount of \$50,000 is designated for the implementation of the Climate Action Plan (CAP) measures in the city.

The primary objectives of the SDCP Member Agency Grant Program are to support member agencies in reaching their climate action goals by promoting clean energy adoption, reducing carbon emissions, fostering climate equity, supporting local economic development, and enhancing energy resilience.

Project Scope:

The awarded grant will be used to develop an implementation plan for National City's CAP measures, which include:

- Enhancing alternative transportation accessibility.
- Promoting electric vehicle (EV) readiness in buildings.
- Streamlining EV charging station permitting.
- Transitioning public transportation to electric vehicles.
- Implementing traffic management strategies for efficiency.

Timeline and Deliverables:

- June - July 2024: Project Start
 - Receive notice of award
 - Engage consultant

- August - October 2024: Initial Assessment
 - Review City actions over the last 10 years
 - Create goals based on current CIP
- October 2024 - January 2025: Stakeholder and Community Outreach
- February - March 2025: Draft Plan
- March - May 2025: Share plan and integrate feedback
- June 2025: Project Close-Out
 - Adopt Implementation Plan

In order to begin work on the project and meet the specified timeline, staff has accepted the grant and is now seeking City Council authorization to establish the corresponding appropriations. The grant requires the City to submit quarterly progress reports and a final report within three months of project completion to San Diego Community Power.

FINANCIAL STATEMENT:

The grant amount of \$50,000 will be received in a single installment. All expenditures must align with the approved budget and be completed within the specified project timeline from July 2024 to June 2025. The FY 2025 budget will be adjusted in the Housing Authority Fund as follows:

- Expenditure Account 501-50-51-51502-7213- Professional Services: \$50,000
- Revenue Account 501-50-51-51502-3470- County Grants: \$50,000

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Agreement
 Exhibit B – Resolution

University of San Diego
San Diego Regional Climate Collaborative, The Nonprofit Institute

Grant Agreement and Conditions

This grant from the University of San Diego’s San Diego Regional Climate Collaborative, The Nonprofit Institute (USD and the San Diego Regional Climate Collaborative, The Nonprofit Institute are hereinafter referred to as the “USD”) is for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will not be effective until signed by a properly authorized representative of your organization, and a signed original is received by USD.

Grantee: National City

Grant Amount: \$50,000.00

Time Period: July 2024 - June 2025

Project Title: CAP Implementation Plan

Project Vision: See Attachment A

Objectives:

The San Diego Community Power (hereinafter referred to as “SDCP”) Member Agency Grant Program (hereinafter referred to as “Program”) aims to be responsive to critical climate action capacity needs in the San Diego region and serve as a catalyst to support SDCP’s seven member agencies, or designated recipient on the member agency’s behalf (hereinafter referred to as “Grantee”), in reaching their climate action goals. Program funds can be used to support initiatives, projects, or programs that advance or promote one or more of the following focus areas: clean energy adoption, carbon emissions reduction, climate equity, local economic development, and energy resilience. Attachment A outlines Grantee’s proposed initiative, project, and/or program.

Payment Schedule:

USD shall pay Grantee a total amount not to exceed \$50,000, paid in a single installment. The payment of \$ 50,000.00 shall be made within 30 calendar days of full execution of this Agreement.

Please note that payment is subject to receipt of the executed Grant Agreement.

Reporting Schedule:

Narrative reports should address the following:

- Grantees are expected to participate in quarterly project update calls with USD throughout their project duration. Grantees will be required to report on the following:



- Progress made to date toward each of the project objectives.
- Progress made to date toward the intended outcomes.
- Any challenges and obstacles encountered and how they have affected progress.
- Any changes made or planned for the future to the project objectives or scope of work to further the achievement of its objectives.
- Grantees will support USD in completing the final project report within 3 months of project completion. These completion reports will be provided to SDCP.

I. GRANTEE'S FINANCIAL RESPONSIBILITIES

Grantee is expected to maintain complete and accurate financial records of revenues and expenditures relating to the grant for at least four (4) years after completion of the grant. In the event that USD is audited by any government agency and/or by the university or its auditors, it may be necessary for Grantee to make available to USD its records insofar as they relate to activities supported by this grant.

II. EXPENDITURE OF GRANT FUNDS

Grantee agrees to submit to USD full and complete reports with respect to the expenditure of the funds granted by USD in accordance with the reporting schedule set forth herein.

The grant is for the purpose(s) stated in this Agreement. Grant funds may be expended only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior written approval by USD and SDCP. Permission to make any major change (line items added, deleted or transfers among line items greater than 20 percent of the approved line-item amount) to the approved budget must be requested in writing, and approved by USD and SDCP in advance of the implementation of the change. USD requires written notification of any changes in key personnel during the term of the grant. Grant funds must be expended by grantees within 12 months from the award start date. Unused funds at the close of the project timeline must be returned to USD.

III. LAWS AND REGULATIONS

Grantee shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including those related to prevailing wage and living wage. Grantee shall be liable for all violations of such laws and regulations in connection with Services. If the Grantee performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to USD, Grantee shall be solely responsible for all costs arising therefrom. Grantee shall defend, indemnify, and hold USD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.



IV. ANTI-DISCRIMINATION

Grantee agrees that, in the performance of this Agreement, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

V. INDEMNIFICATION

In the event that a claim of any kind is asserted against the Grantee, USD, or SDCP, related to or arising from Grantee's activities in connection with the project funded by the grant, and a proceeding is brought against USD or SDCP by reason of such claim, the Grantee, upon written notice from USD, shall, at the Grantee's expense, resist or defend such action or proceeding, at no cost to USD or SDCP, by counsel approved by USD in writing.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless USD, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from the negligence or willful misconduct of USD, its officers, directors, employees, or agents.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SDCP, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from the negligence or willful misconduct of SDCP, its officers, directors, employees, or agents.

VI. TERMINATION

USD, in consultation with SDCP, may terminate this Agreement or withhold payments, or both, at any time if, in USD's judgment: (a) USD is not satisfied with the quality of the Grantee's progress toward achieving the project goals; (b) USD is of the opinion that the Grantee is incapable of satisfactorily completing the project or has ceased to be an appropriate means of accomplishing the purposes of the grant; (c) the Grantee dissolves or fails to operate; or (d) the Grantee materially fails to comply with the terms and conditions of this Agreement. If termination occurs prior to the scheduled end date, the Grantee shall, upon request by USD, provide to USD a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within sixty (60) days after written request by USD, the Grantee shall remit all grant funds unexpended as of the effective date of the termination and USD shall refund those funds to SDCP.

VII. PUBLICITY



Grantee will not use USD and SDCP's name nor trademarks or the name of any member of USD and SDCP's staff in any publicity, advertising, or news release without the prior written approval of an authorized representative of USD and SDCP. Grantee shall have the right to acknowledge USD and SDCP as a sponsor and identify the nature of the research/project and the dollar value of the award in Grantees' records and reports prepared in the normal course of business. USD and SDCP have the right to acknowledge themselves as sponsors and identify the nature of the research/project and the dollar value of the award, including utilization of the Grantee's name in any publicity, advertising, or news release as it relates to the activities of the Program.

For all potential promotion of the grant award and/or program, including press releases, social media posts, or other forms of advertising, please coordinate with:

Senior Manager of Marketing and Communications, SDCP
Jill Monroe
jmonroe@sdcommunitypower.org

and

Director of Climate and Environmental Programs, SDRCC, USD
Darbi Berry
darbiberri@sandiego.edu

This is to ensure proper usage of the SDCP and USD brands, use of their logos, as well as to allow SDCP and USD the opportunity to coordinate and complement communications efforts where appropriate.

VIII. INSURANCE

Grantee maintains liability insurance that provides coverage for Grantee's employees acting within the scope of their employment and while performing activities in connection with this Agreement. Upon written request from USD, Grantee will provide a certificate evidencing insurance coverage.

IX. MISCELLANEOUS

This Agreement contains the entire agreement between the parties with respect to the grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this grant, USD has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes.

This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS in San Diego, California. Each party shall be responsible for its own costs and attorneys' fees incurred in connection with the arbitration.

This Agreement may not be amended, except through a writing signed by authorized representatives of each party. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other

provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.

X. ACCEPTANCE OF TERMS AND CONDITIONS

Accepted on behalf of USD.

By: Darbi Berry Date: July 19, 2024
Darbi Berry, Director of Climate and Environmental Programs, SDRCC, USD

By: Truc T. Ngo Date: July 19, 2024
Truc T. Ngo, PhD, Associate Provost for Research Administration, USD

I acknowledge that the Grantee has received and retained a copy of this Agreement. The above terms and conditions are hereby accepted and agreed to as of the date specified.

Accepted on behalf of [Grantee]

By: [Signature] Date: July 18, 2024
Signature of Authorized Officer, Director or Trustee

Name: Benjamin Martinez

Title: City Manager

[Signature]

Attachment A Scope of Work

National City (City) will develop an Implementation plan for their Climate Action Plan (CAP) measures. The City's achievement of its greenhouse gas reduction targets demands persistence, prioritization of actions, and collaboration with residents, businesses, and regional entities. Implementation of the Climate Action Plan (CAP) measures will surpass reduction targets for both community and government operations emissions, demonstrating proactive efforts to address climate change. Developing an implementation plan for CAP goals will guide actions to mitigate the City's contribution to global climate change and support California's emission reduction targets. The project aims to promote sustainable transportation practices and reduce environmental impact through various activities and measurable outcomes.

KEY ACTIVITIES

National City will identify strategies, consultants, and lead the development of an Implementation Plan for their Climate Action Plan (CAP) measures. Activities associated with this project include:

- Enhance alternative transportation accessibility;
- Promote electric vehicle (EV) readiness in buildings;
- Streamline EV charging station permitting;
- Transition public transportation to electric;
- Implement traffic management strategies for efficiency.

MILESTONES & DELIVERABLES

Project Timeline: July 2024 - June 2025

Timeline	Activities & Deliverables
June - July 2024	Project Start <ul style="list-style-type: none"> • Receive notice of award • Engage consultant
August - October 2024	Initial Assessment <ul style="list-style-type: none"> • Review City actions over the last 10 years • Create goals based on current CIP
October 2024 - January 2025	Stakeholder and Community Outreach
February - March 2025	Draft Plan
March - May 2025	Share plan and integrate feedback
June 2025	Project Close-Out <ul style="list-style-type: none"> • Adopt Implementation Plan

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT THE SAN DIEGO COMMUNITY POWER MEMBER AGENCY GRANT OF \$50,000 FOR THE DEVELOPMENT OF AN IMPLEMENTATION PLAN FOR THE CITY'S CLIMATE ACTION PLAN (CAP), AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF \$50,000 IN THE HOUSING AUTHORITY FUND WITH A CORRESPONDING REVENUE BUDGET.

WHEREAS, the SDCP Member Agency Grant Program aims to support member agencies in achieving their climate action goals by promoting clean energy adoption, reducing carbon emissions, fostering climate equity, supporting local economic development, and enhancing energy resilience; and

WHEREAS, the grant will be used to develop an implementation plan for National City's CAP measures, including enhancing alternative transportation accessibility, promoting electric vehicle (EV) readiness in buildings, streamlining EV charging station permitting, transitioning public transportation to electric vehicles, and implementing traffic management strategies for efficiency; and

WHEREAS, the project funded by this grant will involve a timeline that includes an initial assessment, stakeholder and community outreach, the drafting and feedback integration of the plan, and the adoption of the implementation plan; and

WHEREAS, acceptance of this grant will not only assist in implementing the City's Climate Action Plan but also contribute to a more sustainable future for the community; and

WHEREAS, all expenditures must align with the approved budget and be completed within the specified project timeline from July 2024 to June 2025, with quarterly progress reports and a final report to be submitted to San Diego Community Power.

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

Section 1: That the City Council hereby authorizes the City Manager or his designee to accept the San Diego Community Power grant in the amount of \$50,000 for the development of an Implementation Plan for the City's Climate Action Plan (CAP) and authorizes the establishment of an appropriation of \$50,000 in the Housing Authority Fund with a corresponding revenue budget.

Section 2: That the City Manager is hereby authorized to execute any additional necessary documents and agreements to implement the grant-funded project.

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

PASSED and ADOPTED this the day of August 6, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Emergency Manager
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

FY23 State Homeland Security Grant Program Funds to Purchase Equipment for the Police and Fire Departments.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Authorizing 1) The Mayor to Execute the Standard Assurances for the FY23 State Homeland Security Grant Program and 2) The Establishment of Appropriations in the Amount of \$40,680 in the Reimbursable Grants City-Wide Fund with a Corresponding Revenue Budget for the Purchase of Equipment for the Police and Fire Departments."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The FY23 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for Police and Fire personnel. The San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning. In order to receive grant funds, National City must authorize the submission of the Standard Assurances for the FY23 State Homeland Security Grant Program. National City's allocation was \$40,146 and Lincoln Acres was \$534 as we are their contracted Fire and EMS provider for a grand total of \$40,680 for equipment. The funds will be divided evenly between the City's Police and Fire Department.

This grant program requires the City to incur expenses, and then apply for reimbursement. In order to be eligible for reimbursement, the Police and Fire Departments must purchase and/or receive the items prior to the May 31, 2025 deadline. The appropriation will be used to purchase Confined Space Air Cycling System, Escape Bottle Assemblies, Davit Arm for Confined Space Rescue, and Rescue Equipment (e.g. Prusiks, Ropes, Webbing, and Bag Accessories) for the Fire Department and Portable Radios and accessories for the Police Department.

FINANCIAL STATEMENT:

If approved, budget adjustments would be made in the Reimbursable Grants fund in the following accounts:

Expenditure Accounts:

282-70-21-21720-7515- Communications Equipment - \$20,340.00 (Police)

282-70-22-22720-7521- Fire Fighting Accessories - \$20,340.00 (Fire)

Revenue Accounts:

282-70-21-21720-3498- Other Federal Grants - \$20,340.00 (Police)

282-70-22-22720-3498- Other Federal Grants - \$20,340.00 (Fire)

No City match required.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - California Governor's Office of Emergency Services FY2023 Standard Assurances

Exhibit B - Letter – Notification of Federal Funding Award

Exhibit C - Resolution



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
 - (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; (2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds,



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

39. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Security Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



County of San Diego Office of Emergency Services
5580 Overland Ave., Suite 100
San Diego, CA 92123 -1251
Phone: (858) 565-3490 Fax: (858) 565-3499
Email: oes@sdcounty.ca.gov



June 10, 2024

City of National City
343 E. 16th Street
National City, CA 91950

SUBJECT: NOTIFICATION OF FEDERAL FUNDING AWARD
FY 2023 Homeland Security Grant Program (HSGP)
Subaward #2023-0042, Cal OES ID #073-00000

The purpose of this letter is to notify you that the County of San Diego Office of Emergency Services has approved your **FY2023 SHSP** award in the amount of **\$40,680** as listed below:

Subrecipient Name:	City of National City
Subrecipient UEI:	YCNNQKCVTFA9
Federal Award ID (FAIN)	EMW-2023-SS-00042
Subaward Period of Performance:	09/01/23 to 05/31/25
Subrecipient Award Amount:	\$40,680
Federal Award Project Description:	Implementation of homeland security management grant to support state, local, tribal and territorial efforts to prevent terrorism and other catastrophic events.
Federal Awarding Agency:	US Department of Homeland Security
CFDA Number:	97.067/Homeland Security Grant Program
Research & Development Award (Y/N):	No
Indirect Cost Rate:	N/A
Match Requirement:	N/A

This grant award is subject to all provisions of Uniform Guidance (2 CFR Part 200), which can be accessed at www.ecfr.gov. Non-federal entities that expend \$750,000 or more annually in Federal Awards must have a Single Audit performed each year. Please forward a copy of your most current Single Audit report to the contact below.

Subrecipients are to comply with all applicable federal, state, and local Environmental Planning and Historic Preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and Noncompetitive Procurement requests require additional approvals. Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this Grant Subaward. Subrecipients are also required to obtain a Performance Bond prior to the purchase of any equipment item over \$250,000, including any Aviation or Watercraft financed with Homeland Security dollars. Performance Bonds must be submitted to the contact below no later than the time of reimbursement.

Please complete and return the attached OES Grant Management Assessment Questionnaire, 2023 Grant Assurances and Signature Authorization Form, current Procurement Policies and Salvage Guidelines. A hard copy of the Grant Assurances and Signature Authorization Forms must be mailed.



County of San Diego Office of Emergency Services
5580 Overland Ave., Suite 100
San Diego, CA 92123 -1251
Phone: (858) 565-3490 Fax: (858) 565-3499
Email: oes@sdcounty.ca.gov



Your performance period ends May 31, 2025. Please submit your reimbursement requests no later than June 30, 2025.

For further assistance, please contact Stephanie Han at (619) 708-1824, Stephanie.Han@sdcounty.ca.gov or Nancy Lopez at (619) 508-2013, Nancy.Lopez1@sdcounty.ca.gov.

Sincerely,

**Martin.Kurian@s
dcounty.ca.gov**

Digitally signed by
Martin.Kurian@sdcounty.ca.gov
Date: 2024.06.10 11:42:52
-07'00'

Martin Kurian, Departmental Budget Manager
County of San Diego, Office of Emergency Services

Attachments: OES Grant Management Assessment Questionnaire
2023 Grant Assurances
SHSP 2023 Approved FMFW

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AND AUTHORIZING 1) THE MAYOR TO EXECUTE THE STANDARD ASSURANCES FOR THE FY23 STATE HOMELAND SECURITY GRANT PROGRAM AND 2) THE ESTABLISHMENT OF APPROPRIATIONS IN THE AMOUNT OF \$40,680 IN THE REIMBURSABLE GRANTS CITY-WIDE FUND WITH A CORRESPONDING REVENUE BUDGET FOR THE PURCHASE OF EQUIPMENT FOR THE POLICE AND FIRE DEPARTMENTS

WHEREAS, the Fiscal Year (“FY”) 23 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for Police and Fire personnel; and

WHEREAS, the San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning; and

WHEREAS, to receive grant funds, the City National City (“City”) must authorize the submission of the Standard Assurances for the FY 23 State Homeland Security Grant Program; and

WHEREAS, to be eligible for reimbursement, the FY 23 State Homeland Security Grant Program requires the City first to incur expenses, and after that, apply for reimbursement for the City’s Police and Fire Department purchases of the equipment, which is required to occur before May 31, 2025; and

WHEREAS, the City’s allocation for equipment totaled \$40,146 and Lincoln Acres allocation totaled \$534, for a total of \$40,680 which will be divided evenly between the City’s Police and Fire Departments; and

WHEREAS, City staff recommends the utilization of \$40,680 of City funds for equipment for the City’s Police and Fire Departments and to request reimbursement for such expenses from the San Diego County Office of Emergency Services; and

WHEREAS, City staff is requesting to purchase Confined Space Air Cycling System, Escape Bottle Assemblies, Davit Arm for Confined Space Rescue, and Rescue Equipment (e.g. Prusiks, Ropes, Webbing, and Bag Accessories) for the Fire Department and Portable Radios and accessories for the Police Department.

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

Section 1: Authorizes the Mayor to sign the Standard Assurances for the FY 23 State Homeland Security Grant Program.

Section 2: Authorizes establishing appropriations totaling \$40,680 in the Reimbursable Grants City-Wide Fund with a corresponding revenue budget based on the allocation of FY23 State Homeland Security Grant Program funds for the purchase of equipment for the Police and Fire Departments.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #47 for the period of 5/17/24 through 5/23/24 in the amount of \$3,367,078.13

RECOMMENDATION:

Ratify Warrants Totaling \$3,367,078.13

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 5/17/24 – 5/23/24. Consistent with the Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Geosytec Consultant	369480	259,410.00	NTP-Storm Channel Sediment Removal
SDG&E	369573	78,596.28	Gas & Electric Utilities
HealthNet Inc	369486	67,083.12	GRP# R1192A – June 2024
Kaiser Foundation	369491	206,753.46	June 2024 – Group #104220
City of San Diego	4178	1,711,914.00	Transportation / Treatment Fees FY2024

FINANCIAL STATEMENT:

Warrant total \$3,367,078.13

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY 24 Warrant Register 47



**WARRANT REGISTER # 47
5/23/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>MAYOR / COUNCIL</u>				
BUSH, MARCUS	REIMBURSEMENT FOR TRAVEL EXPENSES	369515	5/23/24	1,112.65
T'S & SIGNS INC	ROLL UP BANNER - DITAS YAMANE	369583	5/23/24	157.69
Total for Department				1,270.34
<u>CAO</u>				
BURKE WILLIAMS & SOR	LEGAL SERVICES / CAO	369471	5/23/24	258.30
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	369540	5/23/24	880.78
Total for Department				1,139.08
<u>City Clerk</u>				
STAPLES BUSINESS ADV	OFFICE SUPPLIES	369507	5/23/24	72.82
STAPLES BUSINESS ADV	OFFICE SUPPLIES	369507	5/23/24	2.47
STAPLES BUSINESS ADV	OFFICE SUPPLIES	369507	5/23/24	86.85
CHAPEL, SHELLEY	TRAVEL REIMBURSEMENT - LASERFICHE CONF.	369528	5/23/24	911.82
CORODATA RECORDS	OFFSITE FILE STORAGE	369532	5/23/24	55.65
CORODATA RECORDS	OFFSITE FILE STORAGE	369532	5/23/24	55.65
TRANS-LANG	CITY COUNCIL MEETINGS - TRANSLATION SERVICES	369586	5/23/24	1,195.00
TRANS-LANG	CITY COUNCIL MEETING TRANSLATION SERVICES	369586	5/23/24	548.89
TRANS-LANG	CITY COUNCIL MEETING - TRANSLATION SERVICES	369586	5/23/24	1,449.00
TRANS-LANG	CITY COUNCIL MEETINGS - TRANSLATION SERVICES	369586	5/23/24	560.00
TRANS-LANG	CITY COUNCIL MEETINGS - TRANSLATION SERVICES	369586	5/23/24	611.80
TRANS-LANG	CITY COUNCIL MEETINGS - TRANSLATION SERVICES	369586	5/23/24	1,320.20
VALLES, RON	PARKING REIMBURSEMENT FOR PASSPORT TRAINING	369588	5/23/24	36.00
Total for Department				6,906.15
<u>CMO</u>				
MARTINEZ, BEN	REIMBURSEMENT PARKING/MILEAGE	369552	5/23/24	68.74
MARTINEZ, BEN	REIMBURSEMENT PARKING/MILEAGE	369552	5/23/24	20.00
NATIONAL CITY CHAMBER	PROVIDE ECONOMIC DEVELOPMENT SERVICES	369557	5/23/24	3,200.00
Total for Department				21,919.88
<u>Community Services/Nutrition/Library</u>				
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	369468	5/23/24	2,918.26
ALL FRESH PRODUCTS	FOOD AS NEEDED FOR NUTRITION CENTER	369469	5/23/24	455.08
GUERRERO, FEDERICO	CONTRACT INST PYMT SPR 2024 FOLKLORICO/CSD	369481	5/23/24	5,213.60
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / NUTRITION	369506	5/23/24	109.73
STAPLES BUSINESS ADV	MLK OFFICE SUPPLIES/CSD	369506	5/23/24	334.07
STAPLES BUSINESS ADV	MOP 45704 SR PRGM SUPPLIES/CSD	369506	5/23/24	34.10
ALDEMCO	CONSUMABLES / NUTRITION CENTER	369519	5/23/24	180.47
ALDEMCO	CONSUMABLES / NUTRITION CENTER	369519	5/23/24	467.85
ALDEMCO	FOOD / NUTRITION CENTER	369519	5/23/24	2,365.67
ALDEMCO	FOOD / NUTRITION CENTER	369519	5/23/24	1,194.81



**WARRANT REGISTER # 47
5/23/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALLSTATE SECURITY	SECURITY GUARD SERVICES FOR LIBRARY FOR FEB. 24	369520	5/23/24	5,761.39
ALLSTATE SECURITY	SECURITY GUARD SERVICES FOR LIBRARY FOR	369520	5/23/24	5,982.41
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- LEGO PLATES, LEGO CLUB	369521	5/23/24	116.65
AMAZON CAPITAL SERVI	MATERIALS~AIR FRESHENER, ADULT LIT. GRANT	369521	5/23/24	40.52
AMAZON CAPITAL SERVI	MATERIALS~AD. LIT. TABLETS, SCREEN PROTECTORS	369521	5/23/24	2,568.95
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24STEAM EVENT 5.4	369521	5/23/24	62.93
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- SCRAPERS, POST-ITS	369521	5/23/24	86.73
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- MESH BAGS FOR BACKPACKS	369521	5/23/24	35.79
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- ZIP TIES FOR BACKPACKS	369521	5/23/24	40.21
BUSINESS TECHNOLOGY	LENOVO 500E G3 LTE CHROMEBOOKS	369527	5/23/24	6,524.84
MOBILE BEACON	MOBILE BEACON RENEWAL~HOT SPOT DATAPLAN	369555	5/23/24	4,200.00
SANCHEZ MAYO, LESTER	CONTRACT INST PYMT SPR 2024 BBALL/CSD	369571	5/23/24	3,605.00
SDG&E	FOR SAN DIEGO GAS AND ELECTRIC FOR	369572	5/23/24	736.74
SDG&E	FOR SAN DIEGO GAS AND ELECTRIC FOR	369572	5/23/24	478.45
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	369579	5/23/24	334.07
Total for Department				43,848.32

Engineering / PW's

COSCO FIRE PROTECTION	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369475	5/23/24	6,495.00
D-MAX ENGINEERING IN	CIP 21-28 NC STORM WATER SERVICES	369476	5/23/24	413.11
D-MAX ENGINEERING IN	CIP 19-11 CONST. INSPECTION SERVICES	369476	5/23/24	338.31
D-MAX ENGINEERING IN	NC WASTEWATER SERVICES & FOG	369476	5/23/24	4,490.76
D-MAX ENGINEERING IN	WORK PLAN TO PROVIDE STORM WATER	369476	5/23/24	31,666.68
GEOSYNTEC CONSULTANT	ON-CALL PROJECT SUPPORT SERVICES CIP~	369479	5/23/24	93.75
GEOSYNTEC CONSULTANT	AS-NEEDED BIOHAZARDOUS CLEANUP RESPONSE	369479	5/23/24	3,329.96
GEOSYNTEC CONSULTANT	CIP 21-16 NCFD COMPLIANCE WORK	369479	5/23/24	334.25
GEOSYNTEC CONSULTANT	AS-NEEDED BIOHAZARDOUS CLEANUP RESPONSE	369479	5/23/24	4,802.98
GEOSYNTEC CONSULTANT	NTP-STORM-CHANNEL SEDIMENT REMOVAL HONEYSUCK	369480	5/23/24	259,410.00
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369490	5/23/24	161.72
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	369490	5/23/24	167.51
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	369490	5/23/24	428.82
KIMLEY HORN	CIP 19-23 CENTRAL CMNTY MOBILITY	369492	5/23/24	1,929.40
KIMLEY HORN	CIP 21-28 PARADISE WETLAND	369492	5/23/24	32,255.56
KIMLEY HORN	CIP 20-09 NC EASTSIDE I-805 COMMUNI	369492	5/23/24	24,087.37
KIMLEY HORN	CIP 21-28 PARADISE WETLAND	369492	5/23/24	28,515.79
KIMLEY HORN	ACTIVE TRANSPORT DATA	369492	5/23/24	5,088.00
KTUA	ON-CALL PROJECT SUPPORT SERVICES~	369493	5/23/24	868.75
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY24-PW/EQM	369495	5/23/24	142.07
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369496	5/23/24	10.44
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369496	5/23/24	30.25
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369496	5/23/24	12.41
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369496	5/23/24	104.98
PARTS AUTHORITY METRO	MOP 75943 AUTO PARTS FY24-PW/EQM	369497	5/23/24	65.23
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369498	5/23/24	199.86
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	369499	5/23/24	104.36
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	369499	5/23/24	148.57
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	369499	5/23/24	477.73



**WARRANT REGISTER # 47
5/23/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	369499	5/23/24	379.54
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	369499	5/23/24	398.56
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	369499	5/23/24	357.79
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	369499	5/23/24	101.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	369499	5/23/24	195.04
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369500	5/23/24	3,047.50
PROJECT PROFESSIONAL	CIP 19-11 PARADISE CRK WATER QUALITY PHASE II	369500	5/23/24	9,177.34
PROJECT PROFESSIONAL	CIP 19-11 PARADISE CRK WATER QUALITY PH II	369500	5/23/24	20,703.85
PROJECT PROFESSIONAL	CIP 20-04 PD GENERATOR & ELECTRICAL UPGRADES	369500	5/23/24	3,855.85
PROJECT PROFESSIONAL	CIP 20-05 PD PISTOL RNG SAFETY ENHNSMNTS	369500	5/23/24	8,298.37
PROJECT PROFESSIONAL	CIP 23-14 CASA DE SALUD ROOF REPLACEMNT	369500	5/23/24	2,033.50
PROJECT PROFESSIONAL	CIP 22-19 SB 1 ST RESURFACING	369500	5/23/24	6,163.51
PROJECT PROFESSIONAL	CIP 20-04 PD GENERATOR & ELECTRICAL UPGRADES	369500	5/23/24	5,753.98
PROJECT PROFESSIONAL	CIP 20-05 PD PISTOL RNG SAFETY ENHNCEMNT	369500	5/23/24	1,373.90
PROJECT PROFESSIONAL	CIP 20-05 PD PISTOL RNG SAFETY ENHNCEMNTS	369500	5/23/24	2,270.00
PROJECT PROFESSIONAL	CIP 20-01 P1 SEWER UPSIZING PH II	369500	5/23/24	29.16
PROJECT PROFESSIONAL	CIP 20-01 P1 SEWER UPSIZING PH II	369500	5/23/24	5,505.44
PROJECT PROFESSIONAL	CIP 22-19 SB 1 ST RESURFACING	369500	5/23/24	1,169.00
PROJECT PROFESSIONAL	CIP 22-25 FRANC ADMINISTRATION	369500	5/23/24	2,782.50
PROJECT PROFESSIONAL	CIP 22-25 FRANC ADMINISTRATION	369500	5/23/24	11,527.50
PROJECT PROFESSIONAL	CIP 22-25 FRANC ADMINISTRATION	369500	5/23/24	3,445.00
PROJECT PROFESSIONAL	CIP 22-25 FRANC ADMINISTRATION	369500	5/23/24	1,590.00
PROJECT PROFESSIONAL	CIP 22-25 FRANC ADMIN	369500	5/23/24	1,840.00
SO CAL TRUCK STOP	MOP 45758 PROPANE FY24-PW/EQM	369505	5/23/24	42.80
SO CAL TRUCK STOP	MOP 45758 PROPANE FY24-PW/EQM	369505	5/23/24	40.68
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STS	369511	5/23/24	166.09
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STS	369511	5/23/24	348.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	369511	5/23/24	230.35
WAXIE SANITARY SUPPL	MISC JANITORIAL SUPPLIES FY24-PW/FAC	369512	5/23/24	1,703.13
WAXIE SANITARY SUPPL	MISC JANITORIAL SUPPLIES FY24-PW/FAC	369512	5/23/24	2,805.33
WESTAIR GASES & EQUI	TORCH KIT FY24-PW/EQM	369513	5/23/24	258.29
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	369514	5/23/24	981.80
A & A AUTO GLASS INC	REAR GLASS FOR PARKS VEH 303 FY24-PW/EQM	369517	5/23/24	495.19
ANGEL ZACARIAS	T&A 90691 REFUND FOR KFC PRJ. @ 820 HIGHLAND AVE.	369522	5/23/24	76.11
ANSER ADVISORY MANAG	NTP 5-5-21- SWEETWATER RD PROTECTED	369523	5/23/24	4,143.00
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	369529	5/23/24	2,645.00
CHEN RYAN ASSOCIATES	LOCAL COASTAL PROG. AMEND.-PHASE 1	369529	5/23/24	21,720.00
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	369529	5/23/24	2,915.00
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	369529	5/23/24	41,081.20
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	369529	5/23/24	1,925.00
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	369529	5/23/24	15,162.74
CHEN RYAN ASSOCIATES	CIP 23-1 FEASIBILITY STUDY FOR 24TH ST	369529	5/23/24	3,967.50
CHEN RYAN ASSOCIATES	LOCAL COASTAL PROG. AMEND.-PHASE 2	369529	5/23/24	2,486.25
CHEN RYAN ASSOCIATES	BAYSHORE BIKEWAY SEGMNT 5	369529	5/23/24	6,060.00
CHEN RYAN ASSOCIATES	BAYSHORE BIKEWAY SEGMNT 5	369529	5/23/24	17,228.00
CIRCUIT TRANSIT INC	SPECIALIZED SERVICES FOR CLEAN MOBILITY	369530	5/23/24	25,123.00
CIRCUIT TRANSIT INC	SPECIALIZED SERVICES FOR CLEAN MOBILITY	369530	5/23/24	25,364.90
CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2024	369531	5/23/24	1,306.29



**WARRANT REGISTER # 47
5/23/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DIVISION 8 INCORPORA	CITY WIDE GLASS & WINDOW SERVICES FY24-PW/FAC	369541	5/23/24	3,490.00
ENTERPRISE FLEET MAN	FY24 ENTERPRISE FLEET LEASE PROGRAM	369543	5/23/24	26,962.65
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-PW/F/	369547	5/23/24	1,080.54
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-PW/F/	369547	5/23/24	925.09
HSCC INC	CIP 23-06 KIMBALL PARK DOG PARK, TOT	369548	5/23/24	14,356.33
INNOVATIVE CONSTRUCT	PROJ. INSPCT FOR TA 90436 AT 124 NC BLVD.	369549	5/23/24	628.00
INNOVATIVE CONSTRUCT	PROJ. INSPECTION FOR TA 90691 AT KFC HIGHLAND AVE.	369549	5/23/24	78.50
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369558	5/23/24	514.74
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369558	5/23/24	374.66
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369558	5/23/24	2,917.44
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369558	5/23/24	2,516.00
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369558	5/23/24	9,020.34
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369558	5/23/24	370.80
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369558	5/23/24	309.00
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY24-PW/EQM	369560	5/23/24	1,563.39
PARK HELEN	T&A 90692 REFUND KFC PROJ. 820 HIGHLAND AVE.- BONE	369561	5/23/24	10,000.00
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY24-PW/EQM	369563	5/23/24	353.26
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	369565	5/23/24	53.26
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	369565	5/23/24	53.26
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	369565	5/23/24	53.26
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/STS	369565	5/23/24	103.23
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/STS	369565	5/23/24	112.14
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	369565	5/23/24	79.34
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	369565	5/23/24	98.80
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	369565	5/23/24	79.34
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/WW	369565	5/23/24	342.48
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/WW	369565	5/23/24	58.13
PRUDENTIAL OVERALL	MOP 45742 LAUNDRY SERVICES FY24-PW/WW	369565	5/23/24	58.13
RANDALL LAMB ASSOCIA	NC PD STANDBY POWER CONVERSION	369568	5/23/24	1,600.00
RANDALL LAMB ASSOCIA	PD STANDBY POWER CONVERSION	369568	5/23/24	1,925.00
RANDALL LAMB ASSOCIA	ON-CALL PROJECT SUPPORT SERVICES~	369568	5/23/24	1,100.00
RANDALL LAMB ASSOCIA	SEWER LIFT STATION BACKUP POWER FY24-PW/SEWER	369568	5/23/24	11,043.75
SAN DIEGO MECHANICAL	REPAIRS TO HVAC SYSTEMS FY24-PW/FAC	369570	5/23/24	12,011.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES APR FY24-PW	369572	5/23/24	44.88
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS APR FY24-P	369572	5/23/24	119.92
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS APR FY24-P	369572	5/23/24	20.50
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAR FY24-P	369572	5/23/24	88.54
SDG&E	GAS AND ELECTRIC FOR FACILITIES APR FY24-PW	369573	5/23/24	3,951.67
SDG&E	GAS AND ELECTRIC FOR FACILITIES APR FY24-PW	369573	5/23/24	78,596.28
SDG&E	GAS AND ELECTRIC UTILITIES /WASTEWATER APR FY24-F	369573	5/23/24	535.20
SDG&E	GAS AND ELECTRIC UTILITIES FOR STS APR FY24-PW	369573	5/23/24	38,859.19
SEDANO FORD OF LM	R&M CITY VEHICLES FY24	369574	5/23/24	272.07
SITEONE LANDSCAPE SUPPLY	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369575	5/23/24	43.17
SITEONE LANDSCAPE SUPPLY	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369575	5/23/24	500.94
SOLANA CENTER	PROVIDE STATE BILL (SB) 1383 COMPLIANCE	369576	5/23/24	6,790.91
SONSRAY MACHINERY LL	AUTO SUPPLIES FY24-PW/EQM	369577	5/23/24	781.22
SOUTHWEST SIGNAL SERVICES	INTERSECTION MAINTENANCE FOR STREETS FY24-PW/S	369578	5/23/24	28,827.18
SOUTHWEST SIGNAL SERVICES	INTERSECTION MAINTENANCE FOR STREETS FY24-PW/S	369578	5/23/24	11,764.59



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOUTHWEST SIGNAL SERVICES	INTERSECTION MAINTENANCE FOR STREETS FY24-PW/S	369578	5/23/24	5,400.00
SOUTHWEST SIGNAL SERVICES	INTERSECTION MAINTENANCE FOR STREETS FY24-PW/S	369578	5/23/24	13,322.27
SOUTHWEST SIGNAL SERVICES	INTERSECTION MAINTENANCE FOR STREETS FY24-PW/S	369578	5/23/24	3,898.68
STC TRAFFIC INC	RACHEL AVE DRAINAGE	369580	5/23/24	7,470.00
STC TRAFFIC INC	CIVIL E 17TH ST IMPROVEMNTS	369580	5/23/24	5,910.00
STC TRAFFIC INC	CIVIL ENG SVCS FOR E. 20TH DRAINAGE EVALUATION	369581	5/23/24	810.00
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER MAR-APR FY24-PW/WW	369582	5/23/24	107.69
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER MAR-APR FY24-PW	369582	5/23/24	154.87
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-APR FY24-PW/PAI	369582	5/23/24	107.69
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FEB-APR FY24-PW/PAF	369582	5/23/24	89.39
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FEB-APR FY24-PW/PAF	369582	5/23/24	89.39
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	317.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	53.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	79.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	308.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	46.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	56.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	46.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	335.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369584	5/23/24	308.00
Total for Department				991,084.69
 Finance				
CITY OF POWAY	RSWA - EQUITY ADJUSTMENT PMT FY 23/24	369474	5/23/24	22,351.00
HEALTH NET INC	GRP# GX011A - JUNE 2024	369482	5/23/24	29,352.77
HEALTH NET INC	GRP #LB439A - JUNE 2024	369483	5/23/24	23,241.08
HEALTH NET INC	GRP #LB439F - JUNE 2024	369484	5/23/24	777.39
HEALTH NET INC	GRP #N8240A - JUNE 2024	369485	5/23/24	2,692.20
HEALTH NET INC	GRP #R1192A - JUNE 2024	369486	5/23/24	67,083.12
HEALTH NET INC	GRP #R1192R - JUNE 2024	369487	5/23/24	923.49
HEALTH NET INC	GRP #Z1454A - JUNE 2024	369488	5/23/24	382.32
HEALTH NET INC	GRP #Z1454F - JUNE 2024	369489	5/23/24	3.02
KAISER FOUNDATION HE	JUNE 2024 - GROUP #104220	369491	5/23/24	37,271.70
KAISER FOUNDATION HE	JUNE 2024 - GROUP #104220	369491	5/23/24	206,753.46
RELIANCE STANDARD	JUN 24 - GRP VA1826233/VC1801146 & VG180848	369502	5/23/24	4,579.43
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES / FINANCE	369506	5/23/24	227.31
THE LINCOLN NATIONAL	MAY 2024 - GRP#415491 LIFE & AD&D STD LTD INS	369508	5/23/24	7,350.89
THE LINCOLN NATIONAL	MAY 2024 - GRP#415491 LIFE & AD&D STD LTD INS	369508	5/23/24	2,284.41
THE LINCOLN NATIONAL	MAY 2024 - GRP#415491 LIFE & AD&D STD LTD INS	369508	5/23/24	104.45
THE LINCOLN NATIONAL	JUNE 2024 - GRP #41591	369509	5/23/24	7,139.13
THE LINCOLN NATIONAL	JUNE 2024 - GRP #41591	369509	5/23/24	2,280.13



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE LINCOLN NATIONAL	JUNE 2024 - GRP #41591	369509	5/23/24	-4.28
BRINK'S INCORPORATED	TRANSPORTATION BILLING 05/01/24 TO 05/31/24	369526	5/23/24	570.79
DELTA DENTAL INSURAN	MAY 2024 GRP# 05-7029600000	369534	5/23/24	1,779.97
DELTA DENTAL INSURAN	JUNE 2024 - GRP #05-7029600002 - COBRA DENTAL	369535	5/23/24	51.00
DELTA DENTAL INSURAN	JUNE 2024 GRP#05-7029600000 - PMI DENTAL INS	369536	5/23/24	1,762.97
DELTA DENTAL OF CALI	JUNE 2024 - GRP #0908601002 - COBRA PREMIER	369537	5/23/24	135.66
DELTA DENTAL OF CALI	JUNE 2024 GRP #05-0908600000 - DENTAL INS PREMIER	369538	5/23/24	17,089.26
OPTUM	HSA BANKING FEES - GROUP HB1966	369559	5/23/24	6.50
OPTUM	HSA BANKING FEES - GROUP HB1966	369559	5/23/24	68.25
OPTUM	HSA BANKING FEES - GROUP HB1966	369559	5/23/24	19.50
OPTUM	HSA BANKING FEES - GROUP HB1966	369559	5/23/24	9.75
OPTUM	HSA BANKING FEES - GROUP HB1966	369559	5/23/24	9.75
VISION SERVICE PLAN	MAY 2024 - VISION SERVICE PLAN (CA)	369591	5/23/24	1,769.66
WOODRUFF & SMART	RSWA LEGAL SERVICES APRIL 2024	369593	5/23/24	2,250.00
WOODRUFF & SMART	RSWA GENERAL MANAGER MONTHLY INVOICE	369594	5/23/24	4,250.00
Total for Department				444,566.08

<u>Fire</u>				
ESGIL LLC	PLAN CHECKS FOR FIRE, FY23-24~	369477	5/23/24	2,342.70
FIRE ETC	STATION, WILDLAND AND STURCTURE BOOTS,	369478	5/23/24	690.56
SMART SOURCE OF CALI	MOP 63845, BUS CARDS(500EA), HERNANDEZ, AMEDEE	369504	5/23/24	91.20
911 VEHICLE	LIVE VIEW REAR VIEW MIRROR CAMERA SYSTEM	369516	5/23/24	3,931.09
ADRIAN VALENZUELA	REIMBURSEMENT, EDUCATIONAL EXPNS- CO OFFICER :	369518	5/23/24	659.04
ADRIAN VALENZUELA	REIMBURSEMENT, EDUCATIONAL EXPNS- INSTRUCTOR	369518	5/23/24	669.04
AT & T INC	MONTHLY PHONE SERVICES TO RECEIVE	369524	5/23/24	554.82
BIOCONNECT US INC	BIOCONNECT SUBSCRIPTION, NARCOTICS SAFE	369525	5/23/24	2,160.89
CROMAR, DOUGLAS	EDUCATIONAL REIMBURSEMENT-EMTP 115 (PARAMEDIC	369533	5/23/24	530.65
DREW, ROBERT	REIMBURSEMENT EDUCATIONAL EXPENSE	369542	5/23/24	2,500.00
FIRE ETC	PPE EQUIPMENT AND ACCESSORIES	369544	5/23/24	145.73
FIRE PROTECTION	BOOKS FOR FIRE PREVENTION LIBRARY	369545	5/23/24	475.53
INSIGHT PUBLIC SECTO	MATERIAL LG-IN2607, PANORAMA ANTENNAS	369550	5/23/24	15,684.51
L N CURTIS & SONS	REPLACE ZIPPERS IN JACKETS AND ALTERATIONS	369551	5/23/24	445.43
L N CURTIS & SONS	12"K770II POWER CUTTER	369551	5/23/24	1,346.09
MASON'S SAW	MOP #45729, MS461 28 PAS, FUEL LEAKING	369553	5/23/24	140.74
MATLOCK, JASEN	REIMBURSEMENT EDUCATIONAL EXPENSE, TRENCH RE:	369554	5/23/24	2,500.00
MONTANO, HECTOR	SPANISH CERT CLASSES 4/2, 9, 16, 23 AND 30TH	369556	5/23/24	1,500.00
PRUDENTIAL OVERALL	MOP 45742, 18X18 PURPLE SHOP TOWEL	369565	5/23/24	25.00
PRUDENTIAL OVERALL	MOP 45742, 18X18 PURPLE SHOP TOWEL	369565	5/23/24	25.00
PRUDENTIAL OVERALL	MOP 63845, 18X18 PURPLE SHOP TOWEL	369565	5/23/24	25.00
WILLY'S ELECTRONIC	MOP #45763, ITEMS FOR INSTALLATION HIGH FREQUENC	369592	5/23/24	186.55
Total for Department				36,629.57

<u>Human Resources</u>				
BIDDLE CONSULTING GR	PRC#13675 TESTGENIUS ONLINE ANNUAL SOFTWARE RE	369470	5/23/24	3,145.00
SMART SOURCE OF CALI	BUSINESS CARDS - LYDIA FLORES-HERNANDEZ	369504	5/23/24	54.23
STAPLES BUSINESS ADV	MOP#45704 HR OFFICE SUPPLIES	369506	5/23/24	115.92



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DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS - DOJ APR	369539	5/23/24	928.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION APR	369546	5/23/24	21.00
V & V MANUFACTURING	1 YEAR SERVICE PINS	369587	5/23/24	2,330.93
Total for Department				6,595.08
 <u>MIS</u>				
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY24	369590	5/23/24	7,936.01
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY24	369590	5/23/24	2,925.10
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY24	369590	5/23/24	73.55
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS MOP FY24	369592	5/23/24	32.71
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS FY24 ELECTRONICS ACCESSORIE	369592	5/23/24	114.11
Total for Department				11,081.48
 <u>NSD</u>				
PRO BUILD COMPANY	MOP PAINT SUPPLIES	369499	5/23/24	99.57
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	369501	5/23/24	72.19
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	369501	5/23/24	37.76
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	369506	5/23/24	55.25
Total for Department				264.77
 <u>Police</u>				
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	230.56
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	22.60
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	38.68
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	75.41
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	75.41
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	75.41
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	209.01
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	176.69
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	159.47
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	143.30
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369467	5/23/24	183.15
CAL UNIFORMS INC	UNIFORMS AND ACCESSORIES FOR FY24	369472	5/23/24	69.69
CAL UNIFORMS INC	CAL UNI CNT SHIRT	369472	5/23/24	139.38
CAMACHO, JOSEPH B	REIMB: CANINE DEMO EQUIPMENT	369473	5/23/24	270.79
LASER SAVER INC	MOP/45725/TONER/PD	369494	5/23/24	184.77
SAN DIEGO POLICE EQU	FED-AE9AP FEDERAL 9MM 124GR FMJ	369503	5/23/24	9,760.42
SAN DIEGO POLICE EQU	BALLISTIC VESTS FY24	369503	5/23/24	1,768.67
SMART SOURCE OF CALI	MOP/63845/PRINTING PD	369504	5/23/24	54.23
SMART SOURCE OF CALI	MOP/63845/PRINTING PD	369504	5/23/24	54.23
THOMSON REUTERS	INVESTIGATIVE SERVICE FOR DETECTIVES	369510	5/23/24	691.95
PC SPECIALISTS INC	MISC MIS EQUIP FOR FY24	369562	5/23/24	438.19
PROFORCE LAW ENFORCE	TAC SIDE RAILS	369564	5/23/24	431.76
PVP COMMUNICATIONS	0116-0159-05 ~	369566	5/23/24	2,003.41
RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS FOR FY24	369567	5/23/24	1,100.00



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RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS FOR FY24	369567	5/23/24	550.00
S D COUNTY SHERIFF'S	TRAINING FOR RANGE USE FOR FY24	369569	5/23/24	200.00
S D COUNTY SHERIFF'S	TRAINING FOR RANGE USE FOR FY24	369569	5/23/24	300.00
S D COUNTY SHERIFF'S	TRAINING FOR RANGE USE FOR FY24	369569	5/23/24	700.00
S D COUNTY SHERIFF'S	TRAINING FOR RANGE USE FOR FY24	369569	5/23/24	600.00
VCA EMERGENCY ANIMAL	OUTSTANDING VCA EMERGENCY INVOICES	369589	5/23/24	12,798.13
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	789.76
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	94.00
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	189.77
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	578.46
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	50.00
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	422.84
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	50.00
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	688.80
VCA EMERGENCY ANIMAL	STRAY ANIMAL EMERGENCY VET CARE FOR FY24	369589	5/23/24	664.75

Total for Department 37,033.69

A/P CHECK TOTAL: 1,602,339.13

WIRED PAYMENTS:

Engineering / PW's

CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2024	4178	5/23/24	1,711,914.00
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CREDIT CARDS:

City Clerk

AMAZON.COM	SUPPLIES FOR PASSPORT SERVICES		MARCH 2024	10.43
AMAZON.COM	EQUIPMENT FOR FILE STORAGE CLEAN UP - ORGANIZATION		MARCH 2024	89.68

Total for Department 100.11

CMO

ELEVATE SBDC SMALL	SBDC - REGISTRATION FOR PEDRO GARCIA- SMALL BUSINE		MARCH 2024	23.18
PARTY CITY	PARTY CITY - COMMUNITY BREAKFAST - TABLE CLOTH		MARCH 2024	35.90
TERIYAKI SUN	TERIYAKI SUN- CALTRAN INVITATION COMMUNITIES EVENT		MARCH 2024	62.80
TERIYAKI SUN	TERIYAKI SUN - CALTRANS INVITATION - RECONNECTING		MARCH 2024	185.69
TERIYAKI SUN	TERIYAKI SUN- CALTRAN INVITATION - RECONNECTING UN		MARCH 2024	54.10

Total for Department 361.67

MIS

AMAZON.COM	10GB SFP FIBER OPTIC TRANSCEIVERS FOR CISCO SWITCH		MARCH 2024	991.44
AMAZON.COM	TESMART KVM SWITCH		MARCH 2024	413.14
AMAZON.COM	AMAZON REFUND		MARCH 2024	-328.21
CDW	UPS REPLACEMENT BATTERY - PD IDF ROOM		MARCH 2024	487.43



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AMAZON.COM	IOGEAR KVM SWITCH		MARCH 2024	484.87
TESMART	TESMART KVM SWITCH		MARCH 2024	413.99
GODADDY.COM	DOMAIN SSL CERTIFICATE RENEWAL		MARCH 2024	199.98
ZOOM	ZOOM MONTHLY SUBSCRIPTION		MARCH 2024	795.16
Total for Department				3,457.80
 CAO				
HOLIDAY INN	HOLIDAY INN EXP WOODLAND		MARCH 2024	171.39
PRIMO WATER FL	PRIMO WATER FL		MARCH 2024	28.97
LEAGUE OF CALIFORNIA	LEAGUE OF CALIFORNIA CIT - CITY ATTORNEYS SPRING		MARCH 2024	650.00
SAN DIEGO UNION TRIB	SAN DIEGO UNION TRIB-SUB		MARCH 2024	16.00
Total for Department				866.36
 Human Resources				
SHRM FOUNDATION	SOCIETYFORHUMANRESOURCE MEMBERSHIP - LYDIA FLORES-		MARCH 2024	264.00
STARBUCKS	STARBUCKS GIFT CARD EMPLOYEE SERVICE AWARDS		MARCH 2024	175.00
OUTBACK STEAKHOUSE	OUTBACK GFIT CARD EMPLOYEE SERVICE AWARDS		MARCH 2024	50.00
JC PENNEY	JCPENNEY GIFT CARD EMPLOYEE SERVICE AWARDS		MARCH 2024	100.00
WAL-MART	WAL-MART GIFT CARD EMPLOYEE SERVICE AWARDS		MARCH 2024	50.00
TARGET	TARGET GIFT CARD EMPLOYEE SERVICE AWARDS		MARCH 2024	250.00
ALL IN ONE POSTER CO	CALIFORNIA & FEDERAL COMBO POSTER-ENGLISH-LAMINATE		MARCH 2024	459.83
Total for Department				1,348.83
 Community Services/Nutrition/Library				
ISTOCKPHOTO	ISTOCKPHOTO MONTHLY SUBSCRIPTION/CSD		MARCH 2024	40.00
NINTENDO	NINTENDO DIGITAL GAME FOR ESPORTS		MARCH 2024	59.99
DOMINO'S PIZZA	DOMINO'S ESPORTS TOURNAMENT		MARCH 2024	168.66
STEAM PURCHASE	STEAMGAMES TOM CLANCY ESPORTS		MARCH 2024	27.99
STEAM GAMES	STEAMGAMES CASA ESPORTS		MARCH 2024	27.99
JERSEY MIKE'S	JERSEY MIKES CASA YOUTH CELEBRATION		MARCH 2024	179.90
AMAZON.COM	AMAZON SPRING BREAK SUPPLIES FOR CASA		MARCH 2024	83.70
ACE PARKING	ACE PARKING MTS TICKETS PICK UP FOR SPRING BREAK F		MARCH 2024	1.50
AMAZON.COM	AMAZON SPRING BREAK SUPPLIES FOR YOUTH AT CASA		MARCH 2024	68.05
STEAM PURCHASE	STEAMGAME ESPORTS		MARCH 2024	27.99
SMART & FINAL	SMART & FINAL SENIOR PROGRAMMING SUPPLIES		MARCH 2024	30.35
SPOTIFY	SPOTIFY MONTHLY SUBSCRIPTION		MARCH 2024	16.99
STARBUCKS	STARBUCKS CPRS CONFERENCE BREAKFAST PRC#T3065		MARCH 2024	14.45
WASH & GO LAUNDRY	WASH & GO LAUNDRY FLUFF & FOLD SERVICE EVENT TABLE		MARCH 2024	31.13
U S BANK	HAPPY SUSHI - CPRS DINNER PRC#T3065		MARCH 2024	22.90
EL PATIO	EL PATIO - CPRS CONFERENCE DINNER PRC#T3065		MARCH 2024	39.96
HAPPY SUSHI	HAPPY SUSHI CPRS CONFERENCE DINNER PRC#T3065		MARCH 2024	15.27
FARM	FARM CPRS CONFERENCE DINNER PRC#T3065		MARCH 2024	27.72
CANVA INC	CANVA YEARLY SUBSCRIPTION		MARCH 2024	119.40
EL PATIO	EL PATIO CPRS CONFERENCE DINNER PRC#T3065		MARCH 2024	30.72
EPIC WINGS	WINGS N THINGS CPRS CONFERENCE LUNCH PRC#T3065		MARCH 2024	13.00



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
JACK IN THE BOX	JACK IN THE BOX CPRS CONFERENCE DINNER PRC#T3065		MARCH 2024	11.24
FACEBOOK	FACEBK MARKETING COMMUNITY SERVICE MONTH		MARCH 2024	3.34
CPRS D12	PAYPAL CPRS D12 AWARD & BREAKFAST INSTALLATION PRC		MARCH 2024	120.00
FACEBOOK	FACEBK MARKETING COMMUNITY SERVICE MONTH		MARCH 2024	16.00
ARCO	ARCO - CPRS CONFERENCE PRC#T3065		MARCH 2024	56.74
FARM	FARM - CPRS CONFERENCE BREAKFAST PRC#T3065		MARCH 2024	29.65
STARBUCKS	STARBUCKS - CPRS CONFERENCE BREAKFAST PRC#T3065		MARCH 2024	15.45
Total for Department				1,300.08
<u>Police</u>				
ISLAND PALMS ONLINE	TRAINING COURSE LODGING T3134		MARCH 2024	1,072.87
COSTCO WHOLESALE	NCPD PROMOTIONAL EVENT FOR ALL SWORN COSTCO PRC T		MARCH 2024	18.99
HILTON	TRAINING LODGING HILTON HOTELS FOR WLE FOR NAGLE		MARCH 2024	215.81
CALIFORNIA POLICE CH	TUTION FOR WLE FOR NAGLE PRC T3164		MARCH 2024	525.00
AYRES HOTELS	PRC T3119, TRAINING LODG FOR LESS LETHAL FOR DOUG		MARCH 2024	383.49
FAIRFIELD INN	TRAINING LODGING, PRC T3115, CRISIS INTR FOR FTO-H		MARCH 2024	182.85
SHERATON	PRC T3133, SLI SESSION 2, LODGING FOR P HERNANDEZ		MARCH 2024	384.00
SHERATON	PRC T3133, SLI SESSION 2, LODGING FOR P HERNANDEZ		MARCH 2024	138.90
ELITE K9 INC	BLANKS FOR K9 TRAINING		MARCH 2024	57.22
ALTERNATE FORCE	BLUE TRAINING GUNS		MARCH 2024	181.70
AMAZON.COM	CLEANING SUPPLIES		MARCH 2024	94.86
LANGUAGE LINE SERVIC	TRANSLATION SERVICE		MARCH 2024	6.00
LANGUAGE LINE SERVIC	TRANSLATION SERVICE		MARCH 2024	16.43
EMBASSY CONSULTING S	TRAINING TUITION FOR MONIQUE FOR FTO CIT PRC T3150		MARCH 2024	125.00
SAVAGE TRAINING GROU	TRAINING SINGLETON T3173		MARCH 2024	459.00
NAVIGATE360	TRAINING TUITION FOR ALICE PRC T3140 FOR OFFICER K		MARCH 2024	749.00
KTLLC	TRAINING VASQUEZ T3173		MARCH 2024	749.00
KTLLC	TRAINING BARAJAS T3174		MARCH 2024	749.00
ALASKA AIRLINES	ALASKA AIR FOR CAPE CONF FOR DIEGO SANCHEZ PRC T		MARCH 2024	556.39
OC SHERIFFS DEPT	TRAINING TUITION FOR ORTIZ AND CABATU FTO TRAININ		MARCH 2024	260.00
NAVIGATE360	TRAINING TUITION FOR ANDERSON FOR THE ALICE TRAINI		MARCH 2024	749.00
BEHAVIORAL ANALYSIS	TRAINING WILLIAMS T3154		MARCH 2024	575.00
BEHAVIORAL ANALYSIS	TRAINING NORIE T3154		MARCH 2024	575.00
SMART & FINAL	DISPATCH MEETING 03/12/24		MARCH 2024	60.94
POPL CO	SOFTWARE FOR BACKGROUNDS		MARCH 2024	76.99
MERCHBRO	WRISTBANDS FOR ST PATRICKS PARADE		MARCH 2024	342.23
PRINTGLOBE	SAMPLE COASTERS		MARCH 2024	9.65
ABSOLUTE VICTORY INS	9-11 BADGE		MARCH 2024	168.12
CALIFORNIA CRIMINAL	CA CRIM JUSTICE WARRANT ASSN 13651		MARCH 2024	100.00
HOME DEPOT CREDIT SERVICES	OFFICE RECONFIGURATION		MARCH 2024	210.49
HOME DEPOT CREDIT SERVICES	OFFICE RECONFIGURATION		MARCH 2024	189.06
HOME DEPOT CREDIT SERVICES	OFFICE RECONFIGURATIONS		MARCH 2024	128.86
HOME DEPOT CREDIT SERVICES	OFFICE RECONFIGURATION		MARCH 2024	131.22
HOME DEPOT CREDIT SERVICES	OFFICE RECONFIGURATION		MARCH 2024	164.58
HOME DEPOT CREDIT SERVICES	OFFICE RECONFIGURATION CREDIT		MARCH 2024	-37.46
Total for Department				10,369.19



**WARRANT REGISTER # 47
5/23/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Fire</u>				
CABRILLO INN AT THE	CABRILLO INN, JO ESPIRITU SUITE RESEVATION CREDIT/		MARCH 2024	-673.84
CABRILLO INN AT THE	CABRILLO INN, JO ESPIRITU SUITE RESEVATION CREDIT/		MARCH 2024	-168.46
AMAZON.COM	ORANGE ACRYLIC SHEETS		MARCH 2024	62.63
AMAZON.COM	RADIO TOOL KIT / IMPACT TORX TOOL SET		MARCH 2024	22.81
HYATT REGENCY	PPE AND SAFETY SYMPOSIUM HOTEL PRC# T3144		MARCH 2024	747.80
CA OES SVC (CSTI)	CLASS 23-0711 - FIRST RESPONDER OPERATION - PRO BO		MARCH 2024	62.00
THE WATERFRONT GRILL	OES MEETING		MARCH 2024	94.40
UNITED AIRLINES	PPE AND SAFETY SYMPOSIUM FLIGHT CHECKED BAG FEE -		MARCH 2024	35.00
UNITED AIRLINES	PPE AND SAFETY SYMPOSIUM FLIGHT CHECKED BAG FEE -		MARCH 2024	35.00
CFEDWEST	TRANSACTION REFUND - ATTENDEE REGISTRATION - PRC #		MARCH 2024	-75.00
CFEDWEST	CALIFOR FIRE CHIEFS' SUMMIT - PRC #T3156		MARCH 2024	625.00
CABRILLO INN AT THE	CABRILLO INN CHARGE FOR JO ESPIRITU'S SUITE RESERV		MARCH 2024	168.46
GOVTPERMITS	CONCEALED PERMIT RENEWAL		MARCH 2024	85.01
CABRILLO INN AT THE	CABRILLO INN, JO ESPIRITU SUITE RESERVATION		MARCH 2024	673.84
FSP*AMR SAN DIEGO	TRAINING AMERICAN MEDICAL RESPONSE BLS FOR HEALTHC		MARCH 2024	22.00
RED ROBIN	MEETING WITH PART-TIME INTERN		MARCH 2024	99.30
BEST WESTERN	AUTO-X TRAINING AT CORONA FD ACTING ENGINEER MICHA		MARCH 2024	232.74
FSP*AMR SAN DIEGO	TRAINING AMERICAN MEDICAL RESPONSE ACLS PROVIDER		MARCH 2024	34.00
BEST WESTERN	AUTO-X TRAINING AT CORONA FD GEORGE WILLIAMS PRC#		MARCH 2024	232.74
SMART & FINAL	JANITORIAL SUPPLIES FOR FIRE STATION /PURCHASES CH		MARCH 2024	492.61
AMAZON.COM	POWER BANK / ANKER PORTABLE CHARGER		MARCH 2024	110.76
AMAZON.COM	RING CUTTER WITH DIAMOND BLADES DUE TO RINGS GETTI		MARCH 2024	44.53
AMAZON.COM	WAL CHARGER AND CABLES		MARCH 2024	73.89
CMC RESCUE	CONFINED SPACE RESCUE TECHNICAL MANUAL/ CONFINED		MARCH 2024	424.13
NORCALFPO	2022 FIRE INSPECTION GUIDE/ FIRE PREVENTION BOOKS		MARCH 2024	106.65
AFFINIPAY	FIRE DEPARTMENT SAFETY OFFICERS ASSOCIATION MEMBER		MARCH 2024	99.00
AMAZON.COM	RING CUTTER , RINGS GETTING HARDER TO CUT OFF		MARCH 2024	286.44
AMAZON.COM	BED FRAME		MARCH 2024	65.24
OFFICE DEPOT	NUMBERING HOSE FOR ISO AND TRACKING		MARCH 2024	15.95
AMAZON.COM	MASRS NEEDED TO INSTALL ANTENNA OVER STATION 34 RO		MARCH 2024	334.96
SMART & FINAL	WATER FOR FIRE STATION, SMART AND FINAL CARD NOT U		MARCH 2024	17.22
AATLAS AUTO RECYCLIN	6 VEHICLES FOR AUTO EXTRICATION TRAINING		MARCH 2024	450.00
			Total for Department	4,836.81
<u>Engineering / PW's</u>				
SOUTHWEST AIRLINES	SOUTHWEST AIRLINES- FLIGHT TICKETS FOR SEMINAR		MARCH 2024	284.95
PORTOLA PLAZA HOTEL	PORTOLA HOTEL AND SPA - FOR MARTHA JUAREZ IN ATTE		MARCH 2024	590.66
(APWA - CAD) AMERICA	APWA CHAPTER DUES FOR TIRZA GONZALES		MARCH 2024	273.00
			Total for Department	1,148.61
<u>Housing / Sec 8</u>				
KIMBALL TIREY AND ST	THE CALIFORNIA FAIR HOUSING ENCYCLOPEDIA 2023 EDIT		MARCH 2024	27.95
SAN DIEGO HOUSING FE	THE 2024 FAIR HOUSING CONFERENCE (2 VIRTUAL ADMISS		MARCH 2024	90.00
ELECTROLUX	FRIGIDAIRE.COM - WATER AND AIR FILTER FOR REFRIGER		MARCH 2024	73.45



**WARRANT REGISTER # 47
5/23/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
REVTRAK	NDC - ANGELITA PALMA TRAINING ON HOUSING DEV FINAN		MARCH 2024	50.00
			Total for Department	241.40
		Purchase Card Total		24,030.86
 SECTION 8 HAPS	Start Date	End Date		
	5/16/2024	5/16/2024		28,794.14
		GRAND TOTAL		<u>3,367,078.13</u>



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #48 for the period of 5/24/24 through 5/30/24 in the amount of \$3,023,900.94

RECOMMENDATION:

Ratify Warrants Totaling \$3,023,900.94

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 5/24/24 – 5/30/24. Consistent with the Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Geosyntec Consult	369626	90,759.00	NTP – Storm Sediment Removal
Geosyntec Consult	369626	542,500.00	NTP – Storm Emergency Support
Southwest Constructn	369656	323,590.00	CIP Pistol Range HVAC and Safety
Public Emp Ret Syst	240524	341,436.24	Service Period 4/30/24 – 5/13/24

FINANCIAL STATEMENT:

Warrant total \$3,023,900.94

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY 24 Warrant Register 48



**WARRANT REGISTER # 48
5/30/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
STAPLES BUSINESS ADV	COUNCIL OFFICE SUPPLIES	369658	5/30/24	21.89
Total for Department				21.89
<u>Building/Planning</u>				
ESGIL LLC	CONSULTANT TO PROVIDE PERMIT	369621	5/30/24	26,100.00
ESGIL LLC	CONSULTANT TO PROVIDE PERMIT	369621	5/30/24	26,088.46
ESGIL LLC	CONSULTANT TO PROVIDE PERMIT	369621	5/30/24	11,160.53
REEDER, MARTIN	PRC#T3207 REEDER REFUND 2024 NATIONAL PLAN CON	369649	5/30/24	97.95
Total for Department				63,446.94
<u>City Clerk</u>				
INTERNATIONAL INSTIT	INTL INST. OF MUNICIPAL CLERKS -MEMBERSHIP RENEV	369633	5/30/24	250.00
THE STAR NEWS	PUBLIC NOTICES	369661	5/30/24	120.44
THE STAR NEWS	PUBLIC NOTICES	369661	5/30/24	270.00
THE STAR NEWS	PUBLIC NOTICES	369661	5/30/24	156.31
THE STAR NEWS	PUBLIC NOTICES	369661	5/30/24	322.88
THE STAR NEWS	PUBLIC NOTICING	369661	5/30/24	169.12
THE STAR NEWS	PUBLIC NOTICES	369661	5/30/24	258.82
THE STAR NEWS	PUBLIC NOTICES	369661	5/30/24	130.69
THE STAR NEWS	PUBLIC NOTICES	369661	5/30/24	164.00
Total for Department				1,842.26
<u>CMO</u>				
SPARKLETTS	WATER FOR FINANCE DEPARTMENT	369657	5/30/24	154.81
STAPLES BUSINESS ADV	CMO/COUNCIL OFFICE SUPPLIES	369658	5/30/24	92.56
Total for Department				247.37
<u>Community Services/Nutrition/Library</u>				
ALDEMCO	CONSUMABLES AS NEEDED FOR NUTRITION CENTER FC	369597	5/30/24	285.96
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER	369597	5/30/24	1,112.70
ALL FRESH PRODUCTS	FOOD AS NEEDED FOR NUTRITION CENTER FOR	369598	5/30/24	486.30
BOOT WORLD	WORK BOOTS FOR SELENA PACHECO	369605	5/30/24	165.60
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITION	369647	5/30/24	291.79
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITION	369647	5/30/24	291.79
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITION	369647	5/30/24	291.79
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITION	369647	5/30/24	145.21
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITION	369647	5/30/24	145.21
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITION	369647	5/30/24	145.21
SYSCO SAN DIEGO INC	FOOD AS NEEDED FOR NUTRITION CTR. FY24	369660	5/30/24	96.12



WARRANT REGISTER # 48
5/30/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SYSCO SAN DIEGO INC	CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY24	369660	5/30/24	429.79
SYSCO SAN DIEGO INC	CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY24	369660	5/30/24	236.79
SYSCO SAN DIEGO INC	CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY24	369660	5/30/24	432.16
SYSCO SAN DIEGO INC	FOOD AS NEEDED FOR NUTRITION CTR. FY24	369660	5/30/24	4,147.60
Total for Department				8,704.02
<u>Engineering / PW's</u>				
CANON SOLUTIONS AMER	MAINTENANCE EQUIPMENT BASE- MODEL PW345	369609	5/30/24	88.57
CANON SOLUTIONS AMER	MAINTENANCE EQUIPMENT USAGE- MODEL PW345	369609	5/30/24	7.70
CANON SOLUTIONS AMER	MAINTENANCE- EQUIPMENT BASE CHARGE 5/1/24-5/31/2	369610	5/30/24	88.57
CANON SOLUTIONS AMER	MAINTENANCE- EQUIPMENT USAGE CHARGE 4/1/24-4/30	369610	5/30/24	29.63
CHEN RYAN ASSOCIATES	CIP 22-13 HIGHLAND AVE.	369612	5/30/24	3,600.00
CLEAR WATER TECHNOLO	CITY WATER TREATMENTS FY24-PW/FAC	369613	5/30/24	475.00
CLEAR WATER TECHNOLO	CITY WATER TREATMENTS FY24-PW/FAC	369613	5/30/24	475.00
CLEAR WATER TECHNOLO	CITY WATER TREATMENTS FY24-PW/FAC	369613	5/30/24	475.00
CLEAR WATER TECHNOLO	CITY WATER TREATMENTS FY24-PW/FAC	369613	5/30/24	475.00
D-MAX ENGINEERING IN	CIP 19-11 NC PCWQCE PHASE 2	369617	5/30/24	499.36
D-MAX ENGINEERING IN	T&A 90673 1200 HIGHLAND AVE.- WALMART	369618	5/30/24	1,495.11
DISCOUNT SPECIALTY C	GRAFFITI REMOVER/DEGREASER FY24-PW/STS	369620	5/30/24	481.86
GEOSYNTEC CONSULTANT	NTP- STORM -STORM DRAIN SURVEY 16TH AND M AVE	369626	5/30/24	3,800.00
GEOSYNTEC CONSULTANT	NTP - STORM -STORM DRAIN SURVEY 16TH AND Q AVE	369626	5/30/24	4,264.60
GEOSYNTEC CONSULTANT	NTP-STORM - CHANNEL SLOPE RIP RAP HONEYSUCKLE/	369626	5/30/24	32,632.00
GEOSYNTEC CONSULTANT	NTP- STORM -SEDIMENT REMOVAL- 3100 BLOCK OF HOC	369626	5/30/24	90,759.00
GEOSYNTEC CONSULTANT	NTP-STORM - EMERGENCY SUPPORT MULTIPLE SITES II	369626	5/30/24	542,500.00
HDR ENGINEERING, INC	CIP 20-01 NC SEWER LINE UPSIZING	369628	5/30/24	1,217.75
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	369630	5/30/24	1,042.02
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	369630	5/30/24	245.64
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	369630	5/30/24	613.18
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	369631	5/30/24	5,855.00
INNOVATIVE CONSTRUCT	NTP - STORM - STORM RESPONSE FIELD INSPECTION	369631	5/30/24	2,640.00
INNOVATIVE CONSTRUCT	ROOSEVELT AVE CORRIDOR SMART GROWTH	369631	5/30/24	392.50
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-PW/FAC	369634	5/30/24	1,370.00
KIMLEY HORN AND	SS4A GRANT APPLICATION SUPPORT SERVICES	369635	5/30/24	18,852.95
KTUA	NC OLDCC INSTALLATION RESILIENCY GRANT	369636	5/30/24	858.38
NERI LANDSCAPE ARCHI	EL TOYON PARK PROP68 GRANT IMPROVEMENT DESIGN	369641	5/30/24	8,752.45
NERI LANDSCAPE ARCHI	LAS PALMAS DOG PARK	369641	5/30/24	731.25
NV5 INC	T&A 90664- NC PLAN CHECK SERVICES- 1200 HARBOR DI	369643	5/30/24	278.10
NV5 INC	T&A 90674 2400 EUCLID AVE	369643	5/30/24	1,720.10
NV5 INC	T&A 90645 1300 WILSON AVE	369643	5/30/24	221.46
NV5 INC	T&A 90645 1300 WILSON AVE	369643	5/30/24	1,308.10
NV5 INC	T&A 90677 DUTCH BROS. COFFEE	369643	5/30/24	3,172.40
NV5 INC	T&A 90677 DUTCH BROS. COFFEE	369643	5/30/24	607.70
NV5 INC	T&A 90674 2400 EUCLID AVE	369643	5/30/24	473.80
NV5 INC	T&A 90626- 505 E 24TH ST.	369643	5/30/24	2,904.60



**WARRANT REGISTER # 48
5/30/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NV5 INC	T&A 90605 GRADING PLAN & RETAINING WALL	369643	5/30/24	1,635.13
NV5 INC	T&A 90536 2525 SWEETWATER RD. GRADING PLANS	369643	5/30/24	1,169.05
NV5 INC	T&A 90638 2039 E 8TH ST	369643	5/30/24	185.40
NV5 INC	T&A 90626- 505 E 24TH ST.	369643	5/30/24	556.20
NV5 INC	T&A 90626- 505 E 24TH ST.	369643	5/30/24	1,974.52
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY24-PW/EQM	369645	5/30/24	353.51
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FY24-PW/EQM	369650	5/30/24	70.00
SMART SOURCE OF CALI	MOP 63845 BUSINESS CARDS FY24-PW/STS	369652	5/30/24	91.20
SOUTH COAST FIRE EQU	DEF SENDER FOR FIRE VEHICLE #180 FY24-PW/EQM	369654	5/30/24	698.72
SOUTHWEST BOULDER &	INFIELD MIX FOR FIELDS FY24-PW/PARKS	369655	5/30/24	497.54
SOUTHWEST BOULDER &	INFIELD MIX FOR FIELDS FY24-PW/PARKS	369655	5/30/24	497.54
SOUTHWEST BOULDER &	INFIELD SOIL FOR FIELDS FY24-PW/PARKS	369655	5/30/24	497.54
SOUTHWEST CONSTRUCTI	CIP 20-05 PISTOL RANGE HVAC AND SAFETY	369656	5/30/24	323,590.00
SUPERIOR READY MIX C	ROADWAY MATERIALS FOR STREETS FY24-PW/STS	369659	5/30/24	1,102.51
			Total for Department	1,068,322.64
Finance				
C A P F	MAY 2024 - FIRE LTD	369606	5/30/24	1,298.00
C A P F	JUNE 2024 - FIRE LTD	369607	5/30/24	1,327.50
CALIFORNIA LAW ENFOR	MAY 2024 - PD LTD	369608	5/30/24	2,656.00
THE STAR NEWS	HR FOR RFP FROM EMPLOYEE BENEFIT BROKERAGE CC	369661	5/30/24	74.31
WOODRUFF & SMART	RSWA REIMBURSEMENTS TO WWS FOR RSWA THR 2/29	369666	5/30/24	222.16
			Total for Department	5,577.97
Fire				
ACE UNIFORMS & ACCES	CAP FOR DANIEL MCGUIRE	369595	5/30/24	43.08
ACE UNIFORMS & ACCES	UNIFORM FOR A.MARTINEZ	369595	5/30/24	23.69
AMEDEE, WALTER	REIMBURSEMENT, CESA CONFERENCE 2024 PRC # T312	369599	5/30/24	1,551.47
BAUER COMPRESSORS	POSI CHECK III SOFTWARE FOR FLOW TESTING ,SCBA F	369603	5/30/24	1,390.69
FEDEX	EQUIPMENT SENT TO SIRCHIE FOR CALIBRATION SERVI	369624	5/30/24	82.51
MONTANO, HECTOR	SPANISH CERT ACADEMY&FINAL FIRST AID CPR-AED CL	369638	5/30/24	900.00
PRO BUILD COMPANY	MOP #45707, DIXIELINE/SAN LORENZO BUCKET 5G	369646	5/30/24	80.40
SMART SOURCE OF CALI	MOP #63845 LETTERHEAD AND ENVELOPES	369652	5/30/24	173.59
TINOSA INC	KUNKLE VALVE REBUILDS ON SCBA AND MAKO COMPRE	369662	5/30/24	2,325.00
TINOSA INC	MAKO COMPRESSOR ANNUAL SERVICES&REPARS, QUA	369662	5/30/24	2,999.19
ULINE	H-1563-ADD, ADDITIONAL SHELF	369663	5/30/24	3,839.65
WRIGHT & LESTRANGE	CONSULTANT SHALL PROVIDE LEGAL OPINION	369667	5/30/24	3,726.63
			Total for Department	17,135.90
Human Resources				
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS - APRIL	369596	5/30/24	8,604.00
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS - MAY	369596	5/30/24	8,604.00



WARRANT REGISTER # 48
5/30/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BEECHER, JAMES	REIMBURSTMENT FROM CITY REQ LICENSES	369604	5/30/24	85.00
CONCENTRA MEDICAL CE	DOT EXAMS	369615	5/30/24	214.00
CONCENTRA MEDICAL CE	HEP B VACCINE	369615	5/30/24	104.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICALS	369615	5/30/24	436.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	369615	5/30/24	218.00
CONCENTRA MEDICAL CE	PRE-EMPLLOYMENT PHYSICALS	369615	5/30/24	848.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER CILENT/MATTER #NA040-00001	369637	5/30/24	71.00
STAPLES BUSINESS ADV	MOP#45704/OFFICE SUPPLIES/HR	369658	5/30/24	10.78
STAPLES BUSINESS ADV	MOP#45704 REFUND ITEM /OFFICE SUPPLIES /HR	369658	5/30/24	-10.78
STAPLES BUSINESS ADV	MOP#45704/OFFICE SUPPLIES/HR	369658	5/30/24	70.29
VELARDE SALES, ROGELIO	REIMBURSTMENT FROM CITY REQ LICENSES	369665	5/30/24	98.00
Total for Department				19,352.29
<u>MIS</u>				
AT&T	SBC - AT&T FOR FY24	369600	5/30/24	107.22
AT&T	SBC - AT&T FOR FY24	369601	5/30/24	195.97
AT&T	SBC - AT&T FOR FY24	369601	5/30/24	1,751.64
AT&T	SBC - AT&T FOR FY24	369601	5/30/24	56.69
AT&T	SBC - AT&T FOR FY24	369601	5/30/24	2,400.74
AT&T	SBC - AT&T FOR FY24	369601	5/30/24	16,691.81
AT&T	SBC - AT&T FOR FY24	369602	5/30/24	1,306.92
CDWG	PALOALTO NETWORK FIREWALL	369611	5/30/24	49,958.05
CODELATHE TECHNOLOGI	FILE CLOUD LICENSING RENEWAL	369614	5/30/24	5,625.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	369616	5/30/24	2,060.43
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	369616	5/30/24	88.25
FATPIPE INC	GOLD PLUS SERVICE FATPIPE RENEWAL	369623	5/30/24	4,080.00
NEOGOV	NEOGOV SUBSCRIPTION	369640	5/30/24	14,065.89
NETWRX CORPORATION	NETWRX RENEWAL: SUBSCRIPTION PERIOD:	369642	5/30/24	8,880.53
STAPLES BUSINESS ADV	STAPLES MOP FY24 OFFICE SUPPLIES	369658	5/30/24	429.90
STAPLES BUSINESS ADV	STAPLES MOP FY24 OFFICE SUPPLIES	369658	5/30/24	429.56
Total for Department				108,128.60
<u>Police</u>				
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369595	5/30/24	20.45
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369595	5/30/24	75.41
DAY WIRELESS SYSTEMS	RADIO REPAIRS FOR FY24	369619	5/30/24	912.00
EXPERIAN	CREDIT CHECKS FOR FY24	369622	5/30/24	27.72
EXPERIAN	CREDIT CHECKS FOR FY24	369622	5/30/24	27.72
FERNANDO, VINCENT	REIM. SHERMAN BLOCK - SLI 8 VFERNANDO	369625	5/30/24	118.37
GRAINGER	MOP/65179/LADDER PD	369627	5/30/24	304.83
HERNANDEZ, PAUL	REIM - PHERNANDEZ SLI SESSION 2	369629	5/30/24	210.63
HERNANDEZ, PAUL	REIM - SLI SESSION 1	369629	5/30/24	239.19
NATIONAL EMBLEM INC	PATCHES AND HASHMARKS	369639	5/30/24	264.26



**WARRANT REGISTER # 48
5/30/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NATIONAL EMBLEM INC	PATCHES AND HASHMARKS	369639	5/30/24	578.55
PC SPECIALISTS INC	MISC MIS EQUIP FOR FY24	369644	5/30/24	87.04
PC SPECIALISTS INC	MISC MIS EQUIP FOR FY24	369644	5/30/24	408.41
QUIROGA, RAZIEL	REIMB: FOR SUBSISTENCE TRAVELING TO WASCO PRIS	369648	5/30/24	150.45
SAN DIEGO PET SUPPLY	MOP/45753/CANINE SUPPLIES PD	369651	5/30/24	15.29
SAN DIEGO PET SUPPLY	MOP/45753/CANINE SUPPLIES PD	369651	5/30/24	31.19
SOSA, PAMELA	REIMB: SUPPLIES FOR THE PAT	369653	5/30/24	58.17
STAPLES BUSINESS ADV	MOP/45707/SUPPLIES PD	369658	5/30/24	18.78
STAPLES BUSINESS ADV	MOP/45707/SUPPLIES PD	369658	5/30/24	45.53
STAPLES BUSINESS ADV	MOP/45707/SUPPLIES PD	369658	5/30/24	31.86
STAPLES BUSINESS ADV	MOP/45707/SUPPLIES PD	369658	5/30/24	76.70
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369658	5/30/24	90.40
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369658	5/30/24	185.30
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369658	5/30/24	87.44
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369658	5/30/24	79.65
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369658	5/30/24	55.67
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369658	5/30/24	33.70
VCA MAIN ST ANIMAL H	ROUTINE VET CARE FOR FY24~	369664	5/30/24	256.68

Total for Department 4,491.39

A/P Total 1,297,271.27

PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
11	4/30/2024	5/13/2024	5/22/2024	1,344,542.56

WIRED PAYMENTS:

Finance

PUBLIC EMP RETIREMENT	SERVICE PERIOD 04/30/24 - 05/13/24	240524	5/24/24	341,436.24
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CREDIT CARD PAYMENTS:

Mayor and Council

COSTCO WHOLESALE	LUZ MOLINA DISTRICT HALL MEETING SNACKS		APRIL 24	75.74
CROWNE PLAZA HOTELS	MARCUS BUSH MOBILITY PORTLAND CONFERENCE		APRIL 24	858.16
DELTA AIRLINES	MARCUS BUSH - FLIGHT SCHEDULE CHANGE CHARGES		APRIL 24	293.00
DELTA AIRLINES	MARCUS BUSH - MOBILITY CONFERENCE PORTLAND		APRIL 24	466.20
SMART & FINAL	LUZ MOLINA CASAS SALUD SUPPLIES		APRIL 24	49.16
WAL-MART	LUZ MOLINA DISTRICT 1 TOWN MEETING		APRIL 24	8.61

Total for Department 1,750.87

Building/Planning



**WARRANT REGISTER # 48
5/30/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BRITS	PRC #T3122 TST* BRITS		APRIL 24	19.00
DUNN BROTHERS COFFEE	PRC #T3122 SQ *DUNN BROTHERS COFFEE,		APRIL 24	4.58
FARMER'S FRIDGE	PRC #T3122 FARMER'S FRIDGE		APRIL 24	9.16
HAYL CAB	PRC #T3207 SQ *HAYL CAB		APRIL 24	68.67
HIGH FLYING FOODS	PRC #T3122 TST* HIGH FLYING FOODS - BANKERS HILL		APRIL 24	15.61
KELBER CATERING INC.	PRC #T3122 SQ *KELBER CATERING INC.		APRIL 24	17.46
RED COW	PRC #T3122 TST* RED COW - 1ST AVE		APRIL 24	30.00
SUBWAY	PRC #T3122 SUBWAY		APRIL 24	9.97
Total for Department				174.45
CMO				
99 CENTS ONLY STORES	RON MORRISON BIRTHDAY BALLOONS		APRIL 24	33.71
99 CENTS ONLY STORES	RON MORRISON BIRTHDAY CELEBRATION - ICE		APRIL 24	11.96
CASA CHOCOLATE	RON MORRISON BIRTHDAY CAKE		APRIL 24	160.00
GERRY'S GRILL	SOUTH BAY MAYORS AND CITY MANAGERS MONTHLY LUNCH M		APRIL 24	253.42
TELEFLORA.COM	ROZALIE ZARATE - FUNERAL		APRIL 24	201.16
Total for Department				660.25
MIS				
2BRIGHTSPARKS	SYNCBACKPRO BACKUP APPLICATION V11		APRIL 24	98.90
APG CASH DRAWER, LLC	APG CASH DRAWER, LLC		APRIL 24	355.77
BENDING SPOONS	ITRANSLATE PRO APP		APRIL 24	69.99
EBAY	EXTRON DTP HDMI AUDIO/VIDEO MODULE		APRIL 24	85.91
MICROSOFT CORPORATIO	MICROSOFT O365 TEST LICENSING		APRIL 24	1,440.00
SHARP ELECTRONICS CO	SHARP ELECTRONICS COPIER STAPLES		APRIL 24	234.80
SOUTHWEST AIRLINES	AIRLINE TICKET FOR EMPOWER 24 CONFERENCE		APRIL 24	274.96
ZOOM	ZOOM.US MONTHLY SUBSCRIPTION		APRIL 24	795.09
Total for Department				3,355.42
CAO				
PRIMO WATER FL	PRIMO WATER 2ND FLOOR		APRIL 24	66.42
SAN DIEGO UNION TRIB	SAN DIEGO UNION TRIB-SUB		APRIL 24	16.00
Total for Department				82.42
Human Resources				
TARGET	TARGET GIFT CARD EMPLOYEE AWARD		APRIL 24	75.00
Total for Department				75.00
Community Services/Nutrition/Library				
AMAZON.COM	AMZN WALK WITH EASE SUPPLIES/CSD		APRIL 24	88.05



WARRANT REGISTER # 48
5/30/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AMAZON.COM	AMZN WALK WITH EASE SUPPLIES/CSD		APRIL 24	380.17
AMAZON.COM	AMZN SAFETY VEST CS MONTH/CSD		APRIL 24	461.98
AMAZON.COM	AMZN SAFETY VEST CS MONTH/CSD		APRIL 24	50.66
AMAZON.COM	AMZN KIDS PLASTIC UTENSILS FOR CASA/CSD		APRIL 24	25.00
AMAZON.COM	AMZN CASA FIELD TRIP SUPPLIES/CSD		APRIL 24	97.61
AMC THEATRES	AMC PLAZA BONITA SPRING FIELD TRIP/CSD		APRIL 24	152.93
AMERICAN LIBRARY ASSOC	AMERICAN LIBRARY ASSOCIATION CONFERENCE- COLUMBUS,		APRIL 24	410.00
AMERICAN LIBRARY ASSOC	AMERICAN LIBRARY ASSOCIATION CONFERENCE SAN DIEGO		APRIL 24	239.00
AMERICAN LIBRARY ASSOC	AMERICAN LIBRARY ASSOCIATION CONFERENCE- SAN DIEGO		APRIL 24	239.00
BLINK	BLINK SUBSCRIPTION PLUS PLAN/CSD		APRIL 24	100.00
CHUCK E. CHEESE'S	CHUCK E CHEESE CASA SPRING BREAK FIELD TRIP/CSD		APRIL 24	422.88
HOLLANDS BIKES & BEY	HOLLANDS BIKES & BEYOND CASA SPRING BREAK FIELD TR		APRIL 24	160.00
HOME DEPOT CREDIT SE	HOME DEPOT BUCKETS CS MONTH/CSD		APRIL 24	187.49
ISTOCKPHOTO	ISTOCKPHOTO MONTHLY SUBSCRIPTION/CSD		APRIL 24	40.00
SMART & FINAL	SMART & FINAL SR PRGM SUPPLIES/CSD		APRIL 24	101.14
SPOTIFY	SPOTIFY MONTHLY SUBSCRIPTION/CSD		APRIL 24	16.99
STEAM PURCHASE	STEAM CREDIT MEMO/CSD		APRIL 24	-27.99
WALMART.COM	2032 3V BATTERIES CS MONTH/CSD		APRIL 24	23.88
		Total for Department		3,168.79

<u>Police</u>				
ACE UNIFORMS	RECRUIT TADLE		APRIL 24	1,216.64
AEP CALIFORNIA LLC	RETRACTABLE BED COVER F150 PRC 13562		APRIL 24	7,474.34
ALASKA AIRLINES	STANDARD PIECE FOR ALASKA AIR FOR CAPE PRC T3153		APRIL 24	35.00
ALASKA AIRLINES	TRAINING CAPE BAG FEE PRC T3153 ALASKA AIR		APRIL 24	35.00
AMAZON.COM	SHOTGUN MOUNT AND RAIL		APRIL 24	311.91
AMAZON.COM	REFUND OFFICE SUPPLIES		APRIL 24	-82.92
AMAZON.COM	COMPUTER PRIVACY SCREENS		APRIL 24	166.38
AMAZON.COM	OFFICE SUPPLIES		APRIL 24	90.08
AMAZON.COM	OFFICE SUPPLIES		APRIL 24	89.61
AMAZON.COM	SHADOW BOX AND FASTENERS		APRIL 24	69.54
APPLEBEES	TRAINING CAPE MEALS PRC T3153 APPLEBEES 2140018		APRIL 24	16.92
APPLEBEES	TRAINING CAPE PRC T3153 MEAL		APRIL 24	27.89
ATAP	TRAINING TUITION FOR THE ASSOC OF THREAT ASSESSMEN		APRIL 24	725.00
AVIS RENT-A-CAR	TRAINING CAPE RENTAL PRC T3153		APRIL 24	632.36
AYRES HOTELS	TRAINING FTO FOR PAUU T3163 AYRES HOTEL & SPA - MO		APRIL 24	640.00
AYRES HOTELS	TRAINING FTO FOR PAUU T3163 AYRES HOTEL & SPA - MO		APRIL 24	214.67
AYRES HOTELS	AYRES SUITES DIAMOND B PRC T3170 MOTOR ACADEMY		APRIL 24	358.56
AYRES HOTELS	AYRES SUITES DIAMOND B PRC T3170 MOTOR ACADEMY		APRIL 24	189.60
AYRES HOTELS	TRAINING INTERVIEW PRC T3138 AYRES HOTEL ANAHEIM		APRIL 24	52.70
AYRES HOTELS	TRAINING INTERVIEW PRC T3138 AYRES HOTEL ANAHEIM		APRIL 24	640.00
AYRES HOTELS	AYRES SUITES DIAMOND B PRC T3170 MOTOR ACADEMY		APRIL 24	685.20
AYRES HOTELS	AYRES SUITES DIAMOND B PRC T3170 MOTOR ACADEMY		APRIL 24	685.20
CANVA INC	SOCIAL MEDIA SOFTWARE		APRIL 24	119.99



WARRANT REGISTER # 48
5/30/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COAST COMMUNITY COLL	COAST COMMUNITY COLLEGE W SUPERVISORY COURSE FOR C		APRIL 24	186.00
COSTCO WHOLESale	TRAINING HIRING EVENT PRC T3186 COSTCO WHSE #0483		APRIL 24	86.45
COSTCO WHOLESale	FAITH BASED COMMUNITY MEETING		APRIL 24	106.91
COSTCO WHOLESale	FAITH BASED GROUP COMMAND PRESENTATION		APRIL 24	47.99
DREAMHOST	DOMAIN NAME FOR WEBSITE		APRIL 24	37.98
EMBASSY CONSULTING S	TRAINING TUITION FOR CIT FOR FTOS T3189 EMBASSY CO		APRIL 24	150.00
EMBASSY CONSULTING S	TRAINING TUITION FOR CIT FOR FTOS T3189 EMBASSY CO		APRIL 24	150.00
EMBASSY CONSULTING S	TRAINING TUITION FOR THE CIT FOR FTOS T3189 EMBASS		APRIL 24	150.00
ETSY	WOODEN AMERICAN FLAG		APRIL 24	288.19
FAIRFIELD INN	FAIRFIELD INN & SUITES ALICE TRAINING PRC T3140 CR		APRIL 24	312.96
FAIRFIELD INN	FAIRFIELD INN & SUITES FOR THE ALICE TRAINING PRC		APRIL 24	312.96
FBI - LEEDA INC	CHIEF HERNANDEZ MEMBERSHIP PRC 13703		APRIL 24	50.00
GRIDIRON TRAINING	TRAINING TUITION POST PLN 1 FTO CLASS T3194		APRIL 24	2,028.00
GWC PARKING	SUPERVISORY COURSE FOR CARDOZA GWC PARKING		APRIL 24	5.00
GWC PARKING	SUPERVISORY COURSE FOR CARDOZA GWC PARKING		APRIL 24	5.00
GWC PARKING	SUPERVISORY COURSE FOR CARDOZA GWC PARKING		APRIL 24	5.00
GWC PARKING	SUPERVISORY COURSE FOR CARDOZA GWC PARKING		APRIL 24	5.00
GWC PARKING	SUPERVISORY COURSE FOR CARDOZA GWC PARKING		APRIL 24	5.00
HARBOR FREIGHT TOOLS	LADDER FOR INVESTIGATTIONS		APRIL 24	183.15
HILTON	TRAINING TACTICAL LEADERSHIP - EMBASSY SUITES BREA		APRIL 24	142.23
HOME DEPOT CREDIT SE	OFFICE CONFIGURATION		APRIL 24	76.55
HOME DEPOT CREDIT SE	OFFICE CONFIGURATION		APRIL 24	17.24
HOME DEPOT CREDIT SE	MAINT SUPPLIES		APRIL 24	132.13
HOME DEPOT CREDIT SE	OFFICE CONFIGURATION		APRIL 24	24.63
ISLAND PALMS HOTEL	TRAINING HOTEL T3134		APRIL 24	1,210.26
JERSEY MIKES	TRAINING HIRING EVENT T3186 JERSEY MIKES ONLINE UC		APRIL 24	269.85
KTLLC	VASQUEZ TRAINING T3200		APRIL 24	749.00
LANGUAGE LINE SERVIC	LANGUAGE TRANSLATION SERVICE		APRIL 24	31.90
MI PUEBLO TAQUERIA	TRAINING CAPE TRAINING MEAL PRC T3153		APRIL 24	23.82
MI RANCHITO	TRAINING CAPE MEALS PRC 3153 - MI RANCHITO		APRIL 24	27.38
NATIONAL GRANTS MANA	NGMA PRC 13702		APRIL 24	174.00
OXFORD SUITES	TRAINING LODGING FOR CAPE PRC T3153		APRIL 24	896.70
OXFORD SUITES	TRAINING FOR CAPE, MEALS PRC T3153		APRIL 24	25.62
OXFORD SUITES	TRAINING CAPE MEALS PRC T3153		APRIL 24	36.72
PATRIOTICBRANDS.COM	USA / CAL DISPLAY FLAGS		APRIL 24	669.80
RESIDENCE INN	RESIDENCE INN IRVINE SPORTELLI HUMAN TRFFCKN PRC T		APRIL 24	45.00
RESIDENCE INN	RESIDENCE INN IRVINE SPORTELLI HUMAN TRFFCKN T3157		APRIL 24	559.05
SAN DIEGO COUNTY	SERVICE FEE		APRIL 24	3.21
SAN DIEGO COUNTY	CITIZENS OF COURAGE AWARD DAS OFFICE		APRIL 24	146.79
SAN DIEGO REGIONAL P	GOVERNMENT TRAINING AGENCY ARGERSINGER TRAINING T3		APRIL 24	97.85
SAVAGE TRAINING GROU	TRAINING CRITICAL INCIDENT RESPONSE SAVAGE TRAINI		APRIL 24	459.00
SHERATON	TRAINING T3159 FOR P HERNANDEZ SHERATON GARDEN GRO		APRIL 24	564.90
SHERIFF'S DEPT	TRAINING MAYFIELD T3184		APRIL 24	169.95
SHERIFF'S DEPT	TRAINING T3163 TUITION RVSD SHERIFF BEN CLARK		APRIL 24	275.01
SHRED IT USA	SHRED-IT PURGE PRC 12984		APRIL 24	511.96



WARRANT REGISTER # 48
5/30/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SHRED IT USA	SHRED-IT PURGE PRC 12984		APRIL 24	127.99
SOUTHWEST AIRLINES	TRAINING LASHBROOK REQUEST TO SWAP TO RLOPEZ CANCE		APRIL 24	-774.77
SOUTHWEST AIRLINES	TRAINING T3159 FOR P.HERNANDEZ SOUTHWES 5262271		APRIL 24	407.97
SOUTHWEST AIRLINES	TYLER CONNECT FOR RUBEN VASQUEZ SOUTHWES PRC 3120		APRIL 24	1,222.96
TCA FASRAK	TOLL ROAD		APRIL 24	2.50
TRAVELOCITY	SUPERVISORY COURSE FOR CARDOZA TRAVELOCITY		APRIL 24	129.91
TROPHYSMACK	BAKER TO LV PLAQUE		APRIL 24	61.76
VALERO	TRAINING CAPE GAS FOR RENTAL PRC T3153		APRIL 24	34.01
WESTIN HOTELS	TRAINING PRC T3077 FOR THE CHIEF'S TRAINING WESTIN		APRIL 24	577.56
Total for Department				27,639.70
 <u>Fire</u>				
AMAZON.COM	BLADES FOR NEW RING CUTTER		APRIL 24	133.59
AMAZON.COM	REPLACEMENT OF USED MATERIALS AT FIRE STATION 33		APRIL 24	134.31
CARNIVAL SUPERMARKET	PROPANE FOR FIRE STATION		APRIL 24	29.35
CFEDWEST	EMS CONFERENCE PRC# 3171		APRIL 24	625.00
DOUBLETREE HOTEL	ANNUAL TRAINING OFFICERS - FRESNO CONVENTION PRC #		APRIL 24	1,267.00
ETSY	REPLACE OLD EMBLEM WITH NEW PATCH EMBLEM		APRIL 24	64.65
HANS AND HARRYS BAK	RETIREMENT OF FRANK PARRA		APRIL 24	185.49
K & J PARTY RENTALS	CHAIRS FOR ACADEMY GRADUATION		APRIL 24	190.00
MI FLORECITA CONSENT	FAMILY NIGHT DINNER PRC # T3176		APRIL 24	888.94
NATIONAL CITY TROPHY	PURCHASE PLAQUES FOR THE FIRE ACADEMY / TOP RECRUI		APRIL 24	129.63
PB/DIXIELINE	DOOR STOPS FOR STATION 34		APRIL 24	117.35
SAN DIEGO METROPOLIT	STATION 33 BBQ WAS IN NEED OF PROPANE FOR COOKING		APRIL 24	19.53
SMART & FINAL	RETIREMENT RECOGNITION OF FRANK PARRA AND STEVE C		APRIL 24	89.80
SPIRIT PRINTING SERV	PRINTING OF PROGRAMS FOR PROMOTIONAL AND GRADUATIO		APRIL 24	65.36
Total for Department				3,940.00
 <u>Engineering / PW's</u>				
CTC-VIS	CA AIR RESOURCES BOARD - PAYMENT SERVICE FEE		APRIL 24	12.56
CTC-VIS	CA AIR RESOURCES BOARD - TOTAL CERTIFICATE FEES		APRIL 24	420.00
HOME DEPOT CREDIT SE	FACILITIES DIV FY24		APRIL 24	288.79
HOME DEPOT CREDIT SE	ENG/PW - FACILITIES EMERGENCY PURCHASE		APRIL 24	327.25
HOME DEPOT CREDIT SE	ENG/PW - FACILITIES EMERGENCY PURCHASE		APRIL 24	155.88
JERSEY MIKES	LUNCH FOR PW SUPERVISORS M3 MEETING		APRIL 24	89.95
PB/DIXIELINE	ENG/PW - STREETS & WW EMERGENCY PURCHASE		APRIL 24	182.68
PB/DIXIELINE	ENG/PW - FACILITIES EMERGENCY PURCHASE		APRIL 24	56.85
SMART & FINAL	PURCHASE FOR ENG/PW SUPERVISORS M3 MEETING		APRIL 24	20.88
Total for Department				1,554.84
Purchase Card Total				40,650.87



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #49 for the period of 5/31/24 through 6/06/24 in the amount of \$2,368,482.04

RECOMMENDATION:

Ratify Warrants Totaling \$2,368,482.04

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 5/31/24 – 6/06/24. Consistent with the Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
HSCC Inc	369759	179,654.97	CIP Kimball Park Dog Park, TOT
Wright Const	369774	68,952.17	CIP Paradise Creek Emergency Mitigation
Wright Const	369774	94,000.00	Paradise Creek Emergency Repair
Bank of America	155	60,884.00	2017 Energy Efficiency Series A Bond

FINANCIAL STATEMENT:

Warrant total \$2,368,482.04

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY 24 Warrant Register 49



**WARRANT REGISTER # 49
6/6/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Building/Planning</u>				
STAPLES BUSINESS ADV	MOP #45704 BUILDING DESK CALENDAR	369769	6/6/24	6.38
STAPLES BUSINESS ADV	MOP #45704 BUILDING OFFICE SUPPLIES	369769	6/6/24	86.82
STAPLES BUSINESS ADV	MOP #45704 BUILDING OFFIUCE SUPPLIES	369769	6/6/24	21.29
Total for Department				114.49
<u>Community Services/Nutrition/Library</u>				
EXOS WORKS, INC	EXOS JAN 24 PRO SVCS/CSD	369758	6/6/24	23,601.35
EXOS WORKS, INC	EXOS JAN 24 PRG MGMT FEE/CSD	369758	6/6/24	5,200.00
EXOS WORKS, INC	EXOS JAN 24 BILLBACK INVOICES/CSD	369758	6/6/24	903.97
EXOS WORKS, INC	EXOS FEB 24 BILLBACK INVOICES/CSD	369758	6/6/24	856.20
EXOS WORKS, INC	EXOS FEB 24 PRG MGMT FEE/CSD	369758	6/6/24	5,200.00
EXOS WORKS, INC	EXOS FEB 24 PRO SVCS/CSD	369758	6/6/24	18,960.11
EXOS WORKS, INC	EXOS DEC 23 PRG MGMT FEE/CSD	369758	6/6/24	5,200.00
EXOS WORKS, INC	EXOS NOV 23 PRO SVCS/CSD	369758	6/6/24	19,765.44
EXOS WORKS, INC	EXOS JAN 24 EQUIPMENT/CSD	369758	6/6/24	12,503.56
EXOS WORKS, INC	EXOS DEC 23 BILLBACK INVOICES/CSD	369758	6/6/24	1,091.51
EXOS WORKS, INC	EXOS DEC 23 PRO SVCS/CSD	369758	6/6/24	22,265.01
EXOS WORKS, INC	EXOS MAR 24 PRO SVCS	369758	6/6/24	22,237.87
EXOS WORKS, INC	EXOS MAR 24 PRG MGMT FEE/CSD	369758	6/6/24	5,200.00
EXOS WORKS, INC	EXOS MAR 24 BILLBACK INVOICES/CSD	369758	6/6/24	663.51
EXOS WORKS, INC	EXOS JAN 23 MGMT FEES/CSD	369758	6/6/24	1,365.00
EXOS WORKS, INC	EXOS JAN 23 BILLBACK INVOICE/CSD	369758	6/6/24	436.00
EXOS WORKS, INC	EXOS JAN 23 PRO SVCS/CSD	369758	6/6/24	6,662.94
EXOS WORKS, INC	EXOS OCT 22 PRO SVCS/CSD	369758	6/6/24	6,638.14
EXOS WORKS, INC	EXOS JULY 23 PRG MGMT FEE/CSD	369758	6/6/24	2,600.00
EXOS WORKS, INC	EXOS OCT 23 PRG MGMT FEE/CSD	369758	6/6/24	5,200.00
EXOS WORKS, INC	EXOS SEPT 23 PRO SVCS/CSD	369758	6/6/24	8,555.37
EXOS WORKS, INC	EXOS SEPT 23 PRG MGMT FEE/CSD	369758	6/6/24	5,200.00
EXOS WORKS, INC	EXOS NOV 23 PRG MGMT FEE/CSD	369758	6/6/24	5,200.00
EXOS WORKS, INC	EXOS OCT 23 BILLBACK INVOICES/CSD	369758	6/6/24	1,433.73
EXOS WORKS, INC	EXOS OCT 23 PRO SVCS/CSD	369758	6/6/24	10,716.37
EXOS WORKS, INC	EXOS AUG 23 PRG MGMT FEE/CSD	369758	6/6/24	2,600.00
EXOS WORKS, INC	EXOS JULY 23 PRO SVCS/CSD	369758	6/6/24	9,635.42
EXOS WORKS, INC	EXOS AUG 23 BILLBACK INVOICES/CSD	369758	6/6/24	1,313.50
EXOS WORKS, INC	EXOS AUG 23 PRO SVCS/CSD	369758	6/6/24	9,329.14
Total for Department				220,534.14
<u>Engineering / PW's</u>				
SPANNO, JAMES	T&A 90685 REFUND FOR 2100 HAFFLEY AVE. PROJEC	369668	6/4/24	269.74
ANSER ADVISORY MANAG	CLOSED CIRCUIT TV INSPECTION	369754	6/6/24	1,560.00



**WARRANT REGISTER # 49
6/6/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANSER ADVISORY MANAG	WASTEWATER MANAGEMENT SUPPORT	369754	6/6/24	4,090.61
ANSER ADVISORY MANAG	WASTEWATER MANAGEMENT SUPPORT	369754	6/6/24	35,909.39
ANSER ADVISORY MANAG	CIP 23-7 WASTEWATER TAX ROLL UPDATE	369754	6/6/24	3,190.00
ANSER ADVISORY MANAG	CIP 23-7 WASTEWATER TAX ROLL UPDATE	369754	6/6/24	6,055.00
ANSER ADVISORY MANAG	CIP 23-7 WASTEWATER TAX ROLL UPDATE	369754	6/6/24	2,030.60
HSCC INC	CIP 23-06 KIMBALL PARK DOG PARK, TOT	369759	6/6/24	179,654.97
MASON'S SAW &	LANDSCAPE SUPPLIES FY24-PW/PARKS	369760	6/6/24	305.05
MASON'S SAW &	MOP 45729 LANDSCAPE SUPPLIES FY24-PW/PARKS	369760	6/6/24	323.31
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY24-PW/EQM	369763	6/6/24	1,462.58
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	369765	6/6/24	80.24
SOLANA CENTER FOR	PROVIDE STATE BILL (SB) 1383 COMPLIANCE	369767	6/6/24	13,487.00
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY24-PW/ENG	369769	6/6/24	181.04
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY24-PW/ENG	369769	6/6/24	306.24
STAPLES BUSINESS ADV	MOP 45707 OFFICE SUPPLIES FY24-PW/ENG	369769	6/6/24	74.70
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	369771	6/6/24	302.71
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW/FAC	369772	6/6/24	403.81
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	369772	6/6/24	369.83
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY24-PW/FAC	369772	6/6/24	127.62
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	369772	6/6/24	86.75
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PV	369772	6/6/24	96.13
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PV	369772	6/6/24	81.62
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PV	369772	6/6/24	89.39
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PV	369772	6/6/24	99.48
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIV MAR-MAY FY24-PW/PAR	369772	6/6/24	45.56
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY24-PW/FAC	369773	6/6/24	308.51
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY24-PW/FAC	369773	6/6/24	80.63
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY24-PW/FAC	369773	6/6/24	131.57
WRIGHT CONSTRUCTION,	CIP 19-35 PARADISE CREEK MITIGATION	369774	6/6/24	68,952.17
WRIGHT CONSTRUCTION,	PARADISE CREEK EMERGENCY REPAIR	369774	6/6/24	94,000.00
Total for Department				414,156.25

<u>Finance</u>				
BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - JUNE 2024	369669	6/6/24	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - JUNE 2024	369670	6/6/24	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - JUNE 2024	369671	6/6/24	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - JUNE 2024	369672	6/6/24	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - JUNE 2024	369673	6/6/24	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - JUNE 2024	369674	6/6/24	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - JUNE 2024	369675	6/6/24	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - JUNE 2024	369676	6/6/24	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - JUNE 2024	369677	6/6/24	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - JUNE 2024	369678	6/6/24	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - JUNE 2024	369679	6/6/24	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - JUNE 2024	369680	6/6/24	165.00



WARRANT REGISTER # 49
6/6/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - JUNE 2024	369681	6/6/24	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - JUNE 2024	369682	6/6/24	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - JUNE 2024	369683	6/6/24	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - JUNE 2024	369684	6/6/24	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - JUNE 2024	369685	6/6/24	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - JUNE 2024	369686	6/6/24	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - JUNE 2024	369687	6/6/24	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - JUNE 2024	369688	6/6/24	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - JUNE 2024	369689	6/6/24	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - JUNE 2024	369690	6/6/24	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - JUNE 2024	369691	6/6/24	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - JUNE 2024	369692	6/6/24	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - JUNE 2024	369693	6/6/24	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - JUNE 2024	369694	6/6/24	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - JUNE 2024	369695	6/6/24	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - JUNE 2024	369696	6/6/24	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - JUNE 2024	369697	6/6/24	700.00
GIBBS JR, ROBERT	RETIREE HEALTH BENEFITS - JUNE 2024	369698	6/6/24	120.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - JUNE 2024	369699	6/6/24	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - JUNE 2024	369700	6/6/24	680.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - JUNE 2024	369701	6/6/24	500.00
HERNANDEZ, GUADALUPE	RETIREE HEALTH BENEFITS - JUNE 2024	369702	6/6/24	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - JUNE 2024	369703	6/6/24	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - JUNE 2024	369704	6/6/24	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - JUNE 2024	369705	6/6/24	200.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - JUNE 2024	369706	6/6/24	780.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - JUNE 2024	369707	6/6/24	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - JUNE 2024	369708	6/6/24	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - JUNE 2024	369709	6/6/24	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - JUNE 2024	369710	6/6/24	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - JUNE 2024	369711	6/6/24	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - JUNE 2024	369712	6/6/24	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - JUNE 2024	369713	6/6/24	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - JUNE 2024	369714	6/6/24	160.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - JUNE 2024	369715	6/6/24	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - JUNE 2024	369716	6/6/24	280.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - JUNE 2024	369717	6/6/24	290.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - JUNE 2024	369718	6/6/24	460.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - JUNE 2024	369719	6/6/24	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - JUNE 2024	369720	6/6/24	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - JUNE 2024	369721	6/6/24	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - JUNE 2024	369722	6/6/24	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - JUNE 2024	369723	6/6/24	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - JUNE 2024	369724	6/6/24	340.00
PE, RAY	RETIREE HEALTH BENEFITS - JUNE 2024	369725	6/6/24	300.00



WARRANT REGISTER # 49
6/6/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - JUNE 2024	369726	6/6/24	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - JUNE 2024	369727	6/6/24	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - JUNE 2024	369728	6/6/24	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - JUNE 2024	369729	6/6/24	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - JUNE 2024	369730	6/6/24	240.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - JUNE 2024	369731	6/6/24	135.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - JUNE 2024	369732	6/6/24	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - JUNE 2024	369733	6/6/24	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - JUNE 2024	369734	6/6/24	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - JUNE 2024	369735	6/6/24	300.00
SANCHEZ, LAURA	RETIREE HEALTH BENEFITS - JUNE 2024	369736	6/6/24	330.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - JUNE 2024	369737	6/6/24	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - JUNE 2024	369738	6/6/24	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - JUNE 2024	369739	6/6/24	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - JUNE 2024	369740	6/6/24	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - JUNE 2024	369741	6/6/24	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - JUNE 2024	369742	6/6/24	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - JUNE 2024	369743	6/6/24	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - JUNE 2024	369744	6/6/24	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - JUNE 2024	369745	6/6/24	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - JUNE 2024	369746	6/6/24	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - JUNE 2024	369747	6/6/24	600.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - JUNE 2024	369748	6/6/24	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - JUNE 2024	369749	6/6/24	480.00
WHITE, JAMES	RETIREE HEALTH BENEFITS - JUNE 2024	369750	6/6/24	230.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - JUNE 2024	369751	6/6/24	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - JUNE 2024	369752	6/6/24	220.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - JUNE 2024	369753	6/6/24	560.00
CALIFORNIA LAW ENFOR	JUNE 2024 - PD LTD	369756	6/6/24	2,752.00
CITY OF NATIONAL CIT	RSWA EQUITY ADJUSTMENT PMT FY23/24	369757	6/6/24	18,326.00

Total for Department 55,208.00

Fire

MASON'S SAW	MOP #45729, MS460 25 NO BAR & CHAIN, FUEL LEAKIN	369760	6/6/24	396.21
MASON'S SAW	MOP# 45729, 044 CHAIN SAW, LEAKING FUEL	369760	6/6/24	259.97
PRO BUILD COMPANY	MOP #45707, SUPPLIES FOR COMMUNICATIONS	369764	6/6/24	133.28
PRO BUILD COMPANY	MOP #45707, LOW PROF ORGANIZER	369764	6/6/24	48.93
PRO BUILD COMPANY	MOP #45707, SUPPLIES FOR COMM AND MATERIALS	369764	6/6/24	84.14
SUN BADGE COMPANY IN	FLAT ANTQUED SUNTONR BADGE	369770	6/6/24	207.64

Total for Department 1,130.17

Housing / Sec 8

CAHA	TRAINING (WEBINAR) IRMA ARIAS AND CARINA ROMA	369755	6/6/24	150.00
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**WARRANT REGISTER # 49
6/6/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NATIONAL CREDIT REPORT	MARCH-2024 FEE FOR CRIMINAL REPORT FRO SECTI	369761	6/6/24	161.40
NATIONAL CREDIT REPORT	APRIL-2024 FEE FOR CRIMINAL REPORT SECTION 8	369761	6/6/24	134.50
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	369762	6/6/24	249.91
SOUTH BAY FENCE INC	LAMB THEATER 300 FEET 6 FEET HIGH FENCE RENT#	369768	6/6/24	300.00

Total for Department 995.81

<u>NSD</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	369765	6/6/24	55.75
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	369765	6/6/24	40.04

Total for Department 95.79

<u>Police</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
REESE AUDREY	REIMB: PEER SUPPORT SHELVING	369766	6/6/24	178.85

Total for Department 178.85

A/P Total 692,413.50

WIRED PAYMENTS

<u>Engineering / PW's</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET MAY FY24-PW/EQM	736698	6/6/24	47,599.79

<u>Finance</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES B BOND PAYMENT	150	5/31/24	42,453.53
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES B BOND PAYMENT	150	5/31/24	42,545.00
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES A BOND PAYMENT	155	5/31/24	37,159.67
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES A BOND PAYMENT	155	5/31/24	60,884.00

<u>SECTION 8 HAPS</u>	<u>Start Date</u>	<u>End Date</u>	<u>AMOUNT</u>
	6/3/2024	6/3/2024	1,445,426.55

GRAND TOTAL 2,368,482.04



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #50 for the period of 6/07/24 through 6/13/24 in the amount of \$3,951,508.74

RECOMMENDATION:

Ratify Warrants Totaling \$3,951,508.74

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 6/07/24 – 6/13/24. Consistent with the Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	369779	249,329.94	CIP Eastside I-805 Community Greenbelt
Dick Miller Inc	369779	244,295.98	CIP Eastside I-805 Community Greenbelt
Southwest Cns	369785	123,552.54	CIP Pistol Range HVAC and Safety
Geosyntec Con	369818	65,435.00	NTP – Storm Channel Slop Rip Rap
SDG&E	369843	76,472.37	Gas & Electric for Facilities
County of SD	369805	101,654.00	Nextgen RCS Shared Backbone
City of CV	369801	320,681.00	1-3 Qtr Animal Shelter Payment
Public Emp Ret	240607	345,997.50	Service Period 5/14/24 – 5/27/24
Admisure Inc	2396	129,766.10	Admisure Workers’ Comp 052024

FINANCIAL STATEMENT:

Warrant total \$3,951,508.74

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY 24 Warrant Register 50



**WARRANT REGISTER # 50
6/13/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
SMART & FINAL	MEETING SNACK FOR CM LUZ MOLINA MEETING	369846	6/13/24	116.80
STAPLES BUSINESS ADV	COUNCIL OFFICE SUPPLIES	369847	6/13/24	67.55
CM ENTERPRISE	DISTRICT 3 - COM BUILD OUT REACH PLAZA & HARBISC	369878	6/13/24	2,530.00
Total for Department				2,714.35
<u>Building/Planning</u>				
4LINK NETWORK CONSUL	CONSULTANT SERVICES TO COLLECT AND	369861	6/13/24	6,400.00
SOLIS, JOSE	PRC#13712 JOE SOLIS REFUND ICC LEARN SUBSCRIPT	369926	6/13/24	375.00
Total for Department				6,775.00
<u>CMO</u>				
SALVADOR AND NOEMI L	EMPLOYEE APPRECIATION - TACO LUNCH - JUNE 11, 20	369786	6/11/24	3,977.83
NATIONAL CITY CHAMBE	SPONSORSHIP FOR INDIVIDUAL CHAMBER BREAKFAST	369832	6/13/24	500.00
NATIONAL CITY HOST L	4TH OF JULY 2024 CARNIVAL EXPENSES	369833	6/13/24	23,500.00
STAPLES BUSINESS ADV	CMO/COUNCIL OFFICE SUPPLIES	369847	6/13/24	238.56
STAPLES BUSINESS ADV	MOP 45704 CMO OFFICE SUPPLIES	369847	6/13/24	3.71
STAPLES BUSINESS ADV	MOP 45704 CMO OFFICE SUPPLIES	369847	6/13/24	46.59
STAPLES BUSINESS ADV	MOP 45704 CMO OFFICE SUPPLIES	369847	6/13/24	72.49
STAPLES BUSINESS ADV	CMO OFFICE SUPPLIES	369847	6/13/24	66.09
STAPLES BUSINESS ADV	MOP# 45704 - CMO OFFICE SUPPLIES	369847	6/13/24	7.03
PORTES, EMILY	MILEAGE REIMBURSEMENT - AUGUST 2023 - MAY 2024	369919	6/13/24	504.91
T'S & SIGNS INC	POLICE DEPARTMENT - EMPLOYEES POLO SHIRT	369934	6/13/24	1,020.08
Total for Department				29,937.29
<u>Community Services/Nutrition/Library</u>				
4 IMPRINT INC	ADULT LITERACY MERCH - TSHIRTS & USB DRIVES	369787	6/13/24	1,931.28
ALDEMCO	CONSUMABLES AS NEEDED FOR NUTRITION CENTER F	369788	6/13/24	271.82
ALDEMCO	CONSUMABLES AS NEEDED FOR NUTRITION CENTER F	369788	6/13/24	243.58
ALDEMCO	CONSUMABLES AS NEEDED FOR NUTRITION CENTER F	369788	6/13/24	394.69
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	369788	6/13/24	1,354.68
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	369788	6/13/24	2,137.40
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	369788	6/13/24	1,268.49
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	369788	6/13/24	753.28
ALL FRESH PRODUCTS	CONSUMABLES AS NEEDED FOR NUTRITION CENTER F	369789	6/13/24	705.71
ALL FRESH PRODUCTS	FOOD AS NEEDED FOR NUTRITION CENTER FOR	369789	6/13/24	311.90
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	54.35
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-205.20
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-43.45
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-173.98
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-10.86



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-228.36
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	88.25
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-168.43
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-249.14
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	2,306.41
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-97.54
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-34.94
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-160.95
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-130.49
AMAZON	U-TOOLIZE GRANT- TOOLS SEWING MACHING	369790	6/13/24	326.84
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-323.32
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369790	6/13/24	-145.73
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24	369791	6/13/24	64.65
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24	369791	6/13/24	374.39
BAKER & TAYLOR	BAKER AND TAYLOR- BOOKS FY 24- HORIZON SYSTEM	369793	6/13/24	13,593.75
CALIFORNIA PARK &	CPRS MEMBER AGENCY AND INDIVIDUAL DUES/CSD	369797	6/13/24	538.76
ENTERPRISE RENT A CA	ENTERPRISE RENTAL FOR CPRS CONF/CSD	369812	6/13/24	184.93
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITIC	369840	6/13/24	291.79
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITIC	369840	6/13/24	291.79
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITIC	369840	6/13/24	148.36
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRITIC	369840	6/13/24	148.36
SDG&E	GAS 4/17-5/16 NUT CTR	369842	6/13/24	361.07
SDG&E	FOR SAN DIEGO GAS AND ELECTRIC FOR	369842	6/13/24	424.75
SDG&E	ELECTRIC 4/17-5-16 NUT CTR	369842	6/13/24	2,473.04
SMART & FINAL	MOP 45756 - SNACKS NC TEEN NIGHTS	369846	6/13/24	56.24
SMART & FINAL	MOP 45756 SR PRG SUPPLIES/CSD	369846	6/13/24	11.99
SMART & FINAL	MOP 45756 SR PRG SUPPLIES/CSD	369846	6/13/24	6.56
STAPLES BUSINESS ADV	OFFICE SUPPLIES	369847	6/13/24	48.59
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	369847	6/13/24	58.55
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	369847	6/13/24	307.13
STAPLES BUSINESS ADV	MOP 45704 PRINTER INK CASA YOUTH PRG/CSD	369848	6/13/24	193.89
STAPLES BUSINESS ADV	MOP 45704 PRINTER CASA YOUTH PRG/CSD	369848	6/13/24	543.74
STAPLES BUSINESS ADV	STAPLES- PAPER AND OFFICE SUPPLIES	369848	6/13/24	644.07
SYSCO SAN DIEGO INC	CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY24	369852	6/13/24	369.64
SYSCO SAN DIEGO INC	CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY24	369852	6/13/24	145.27
SYSCO SAN DIEGO INC	CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY24	369852	6/13/24	697.14
SYSCO SAN DIEGO INC	FOOD AS NEEDED FOR NUTRITION CTR. FY24	369852	6/13/24	4,214.60
SYSCO SAN DIEGO INC	FOOD AS NEEDED FOR NUTRITION CTR. FY24	369852	6/13/24	5,145.08
THE SHERWIN WILLIAMS	MOP 77816 - CASA DE SALUD INTERIOR PAINT	369853	6/13/24	25.05
THE SHERWIN WILLIAMS	MOP 77816 - CASA DE SALUD INTERIOR PAINT	369853	6/13/24	307.94
THE SHERWIN WILLIAMS	MOP 77816 - CASA DE SALUD INTERIOR PAINT	369853	6/13/24	135.07
THE SHERWIN WILLIAMS	MOP 77816 - PAINT SUPPLIES INTERIOR CASA DE SALU	369853	6/13/24	264.48
AIR EXHAUST CORP CO	KITCHEN EXHAUST CLEANING SERVICE	369863	6/13/24	72.00
ALLSTATE SECURITY	SECURITY GUARD SERVICES FOR LIBRARY FOR	369865	6/13/24	6,011.88
ALLSTATE SECURITY	SECURITY GUARD SERVICES FOR LIBRARY FOR APRIL	369865	6/13/24	6,027.50



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COZZINI BROS., INC.	KNIFE/DELI SLICER/CAN OPENER SHARPENING	369882	6/13/24	64.17
COZZINI BROS., INC.	KNIFE/DELI SLICER/CAN OPENER SHARPENING	369882	6/13/24	64.17
DELGADO, ELYANA	PURCHASE FROM MTS SUMMER PROGRAM CASA DE S	369893	6/13/24	240.00
MOBILE BEACON	MOBILE BEACON- HOT SPOTS	369910	6/13/24	770.00
NEU, ALEXANDER J	MILEAGE REIMBURSEMENT- A.NEU, STARC MEETING	369911	6/13/24	17.95
RAYMOND GEDDES & CO	GEDDES- SUMMER READING PROGRAM	369921	6/13/24	134.62
T'S & SIGNS INC	KITCHEN STAFF WEARING APPAREL	369935	6/13/24	703.07
ZOVARGO LLC	SUMMER READING PROGRAM- ENTERTAINMENT, ZOVA	369943	6/13/24	585.00
Total for Department				56,937.32

Engineering / PW's

TEAS IX LLC	T&A 90631 REFUND FOR TEXAS RD.HOUSE- 1908 SW RI	369775	6/10/24	9,701.29
ANSER ADVISORY MANAG	NTP-CONTINUED GRANT SUPPORT	369776	6/10/24	26,734.16
D-MAX ENGINEERING IN	CIP 21-28 NC STORM WATER SERVICES	369777	6/10/24	375.55
D-MAX ENGINEERING IN	WORK PLAN FOR WASTEWATER SERVICES	369777	6/10/24	13,239.00
D-MAX ENGINEERING IN	WORK PLAN TO PROVIDE STORM WATER	369777	6/10/24	16,315.98
D-MAX ENGINEERING IN	NTP -CONSTRUCTION INSPECTION SERVICES FOR CIP	369778	6/10/24	493.74
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT PR	369779	6/10/24	249,329.94
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT PR	369779	6/10/24	244,295.98
GEOSYNTEC CONSULTANT	CIP 21-16 NCFD COMPLIANCE WORK	369780	6/10/24	5,503.15
INNOVATIVE CONSTRUCT	CIP 22-01 LAS PALMAS POOL SITE REPAIRS	369781	6/10/24	600.00
INNOVATIVE CONSTRUCT	CIP 22-01 LAS PALMAS POOL SITE REPAIRS	369781	6/10/24	1,130.00
INNOVATIVE CONSTRUCT	CIP 22-01 LAS PALMAS POOL SITE REPAIRS	369781	6/10/24	1,210.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369783	6/10/24	74.68
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369783	6/10/24	211.95
PROJECT PROFESSIONAL	CIP 22-42 PD PARKING STRUCTURE WATERPROOFING	369784	6/10/24	1,638.50
PROJECT PROFESSIONAL	PROFESSIONAL SERVICES FOR LAS PALMAS	369784	6/10/24	26,891.00
PROJECT PROFESSIONAL	PROFESSIONAL SERVICES FOR LAS PALMAS	369784	6/10/24	1,102.50
PROJECT PROFESSIONAL	PROFESSIONAL SERVICES FOR LAS PALMAS POOL	369784	6/10/24	5,118.50
SOUTHWEST CONSTRUCTION	CIP 20-05 PISTOL RANGE HVAC AND SAFETY	369785	6/10/24	123,552.54
BOOT WORLD	MOP 64096 SAFETY BOOTS FY24-PW/FAC	369794	6/13/24	190.83
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY24-PW/FAC	369796	6/13/24	469.80
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY24-PW/FAC	369796	6/13/24	469.80
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	1,494.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	330.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	330.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	285.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	710.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	2,574.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	160.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	2,652.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FACILITIES	369803	6/13/24	1,409.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	365.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	415.00



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COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	460.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	445.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	160.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	160.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	505.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	160.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	369803	6/13/24	618.30
D-MAX ENGINEERING IN	T&A 90562 – NC SAN YSIDRO HEALTH PACE CLINIC	369808	6/13/24	481.15
D-MAX ENGINEERING IN	T&A 90538 – KIMBALL HIGHLAND EAST	369808	6/13/24	181.67
D-MAX ENGINEERING IN	T&A 90634: IN-N-OUT BURGER- 1900 E PLAZA BLVD.	369808	6/13/24	481.15
D-MAX ENGINEERING IN	T&A 90538 – KIMBALL HIGHLAND EAST	369808	6/13/24	543.89
D-MAX ENGINEERING IN	T&A 90634: IN-N-OUT BURGER- 1900 E PLAZA BLVD.	369808	6/13/24	482.49
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	369809	6/13/24	659.92
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	369809	6/13/24	559.53
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	369809	6/13/24	824.90
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	369809	6/13/24	41.93
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	369809	6/13/24	38.67
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	369809	6/13/24	494.94
GEOSYNTEC CONSULTANT	STORM- STEEL PLATE INSTALLATION 3100 BLOCK HOO	369818	6/13/24	32,500.00
GEOSYNTEC CONSULTANT	NTP-STORM-STORM VEGETATION REMOVAL -16TH ANC	369818	6/13/24	19,500.00
GEOSYNTEC CONSULTANT	NTP- STORM -CHANNEL SLOP RIP RAP HONEYSUCKLE/	369818	6/13/24	65,435.00
GEOSYNTEC CONSULTANT	STORM - STEEL PLATE INSTALLATION 16TH AND M AVE	369818	6/13/24	10,000.00
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	147.13
GRAINGER	MOP 65179	369819	6/13/24	80.76
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	223.67
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	386.07
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	237.28
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	299.07
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	266.44
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	239.25
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FACILITIES	369819	6/13/24	84.08
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	239.25
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	369819	6/13/24	24.30
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY24-PW/EQM	369820	6/13/24	1,174.50
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	253.07
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	202.47
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	108.76
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	170.11
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	90.18
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	447.83
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	501.90
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	383.60
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	932.06
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	116.31
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	369822	6/13/24	162.79



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HOME DEPOT CREDIT SE	GENERAL SUPPLIES NEEDED FOR PARKS FY24-PW/PAI	369822	6/13/24	61.35
HOME DEPOT CREDIT SE	GENERAL SUPPLIES NEEDED FOR PARKS FY24-PW/PAI	369822	6/13/24	223.01
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEME	369823	6/13/24	1,659.63
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEME	369823	6/13/24	382.15
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEME	369823	6/13/24	1,380.37
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEME	369823	6/13/24	317.85
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-PW/FAC	369824	6/13/24	868.56
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-PW/FAC	369824	6/13/24	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-PW/FAC	369824	6/13/24	160.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-PW/FAC	369824	6/13/24	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-PW/FAC	369824	6/13/24	135.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-PW/FAC	369824	6/13/24	200.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY24-PW/FAC	369824	6/13/24	210.00
KTUA	CMO CONSTRUCTION DOCUMENTS	369825	6/13/24	16,781.02
KTUA	CMO CONSTRUCTION DOCUMENTS	369825	6/13/24	9,108.47
KTUA	CMO CONSTRUCTION DOCUMENTS	369825	6/13/24	27,083.34
MASON'S SAW &	FY24 SMALL RIDING MOWER- REPLACEMENT PARKS	369830	6/13/24	26,942.22
NATIONAL CITY CAR WA	MOP 72454 CITY FLEET CAR WASHES FY24-PW/EQM	369831	6/13/24	529.27
NATIONAL CITY CAR WA	MOP 72454 CITY FLEET CAR WASHES FY24-PW/EQM	369831	6/13/24	454.54
NATIONAL CITY MOTORC	SERVICE AND REPAIR FOR EMERGENCY FY24-PW/EQM	369834	6/13/24	246.95
NATIONAL CITY MOTORC	SERVICE AND REPAIR FOR EMERGENCY FY24-PW/EQM	369834	6/13/24	389.67
NATIONAL CITY MOTORC	SERVICE AND REPAIR FOR EMERGENCY FY24-PW/EQM	369834	6/13/24	110.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES FY24-PW/FAC	369835	6/13/24	23.76
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FY24-PW/EQM	369836	6/13/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FY24-PW/EQM	369836	6/13/24	55.00
PACIFIC PRODUCTS & S	TRAFFIC CONTROL SUPPLIES FY24-PW/STREETETS	369837	6/13/24	1,486.61
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	21.85
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	268.03
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	390.74
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	48.62
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	486.78
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	498.91
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	490.73
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	421.95
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	369838	6/13/24	499.91
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	369838	6/13/24	9.78
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/SEWER	369840	6/13/24	58.13
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/SEWER	369840	6/13/24	58.13
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/SEWER	369840	6/13/24	58.13
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/SEWER	369840	6/13/24	58.13
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	369840	6/13/24	53.26
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	369840	6/13/24	53.26
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	369840	6/13/24	44.57
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	369840	6/13/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	369840	6/13/24	45.11



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PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	369840	6/13/24	10.75
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	369840	6/13/24	17.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	369840	6/13/24	17.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	369840	6/13/24	17.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SUPPLIES FY24-PW/FAC	369840	6/13/24	17.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	369840	6/13/24	80.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/STREETS	369840	6/13/24	112.52
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	369840	6/13/24	91.94
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/STREETS	369840	6/13/24	112.14
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/STREETS	369840	6/13/24	112.14
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/STREETS	369840	6/13/24	112.14
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY24-PW/EQM	369841	6/13/24	92.71
SAN DIEGO HYDRAULICS	SWEEPER PARTS AND REPAIR FY24-PW/EQM	369841	6/13/24	4,502.91
SDG&E	GAS AND ELECTRIC FOR FACILITIES MAY FY24-PW/FAC	369842	6/13/24	2,980.81
SDG&E	GAS AND ELECTRIC FOR FACILITIES MAY FY24-PW/FAC	369842	6/13/24	190.95
SDG&E	GAS AND ELECTRIC FOR FACILITIES MAY FY24-PW/FAC	369842	6/13/24	15.27
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	44.61
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	82.73
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	11.45
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	11.45
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	97.22
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	42.77
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	11.45
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	87.92
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS MAY FY24	369842	6/13/24	651.63
SDG&E	GAS AND ELECTRIC FOR FACILITIES APR FY24-PW/FAC	369843	6/13/24	3,951.67
SDG&E	GAS AND ELECTRIC FOR FACILITIES MAY FY24-PW/FAC	369843	6/13/24	76,472.37
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369845	6/13/24	77.27
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369845	6/13/24	209.12
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369845	6/13/24	79.44
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369845	6/13/24	97.92
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369845	6/13/24	488.94
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369845	6/13/24	369.75
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369845	6/13/24	98.70
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	369845	6/13/24	59.80
STAPLES BUSINESS ADV	OFFICE SUPPLIES FY24-PW/ENG	369848	6/13/24	1,866.32
SUPERIOR READY MIX C	ROADWAY MATERIALS FOR STREETS FY24-PW/STREE	369849	6/13/24	1,108.85
SUPERIOR READY MIX C	ROADWAY MATERIALS FOR STREETS FY24-PW/STREE	369849	6/13/24	151.47
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER MAR-MAY FY24-PW	369851	6/13/24	26.09
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	86.00
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	3,211.50
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	4,743.22
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	6,650.64
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	89.39



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SWEETWATER AUTHORITY	WATER BILL FOR PARKS MAR-MAY DIVISION FY24-PW/F	369851	6/13/24	27.70
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW	369851	6/13/24	288.20
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	27.70
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	27.70
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	89.39
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	113.99
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	89.39
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	429.74
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	213.94
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	106.22
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	1,349.77
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	27.70
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	89.39
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	146.54
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	89.39
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PW/F	369851	6/13/24	45.56
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/FAC	369854	6/13/24	276.62
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/FAC	369854	6/13/24	340.41
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	369854	6/13/24	424.72
VORTEX INDUSTRIES IN	CITY-WIDE DOORS, GATES, FY24-PW/FACILITIES	369855	6/13/24	2,007.53
VORTEX INDUSTRIES IN	CITY-WIDE DOORS, GATES, FY24-PW/FACILITIES	369855	6/13/24	1,445.30
VORTEX INDUSTRIES IN	CITY-WIDE DOORS, GATES FY24-PW/FAC	369855	6/13/24	3,471.23
VORTEX INDUSTRIES IN	CITY-WIDE DOORS, GATES, FY24-PW/FAC	369855	6/13/24	1,632.31
VULCAN MATERIALS COM	ASPHALT MATERIALS FOR STREETS FY24-PW/STREET	369856	6/13/24	2,715.39
VULCAN MATERIALS COM	ASPHALT MATERIALS FOR STREETS FY24-PW/STREET	369856	6/13/24	461.65
VULCAN MATERIALS COM	FINANCE CHARGES FY24-PW/STREETS	369856	6/13/24	58.35
WAXIE SANITARY SUPPL	MISC JANITORIAL SUPPLIES FY24-PW/FAC	369857	6/13/24	2,674.74
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	369858	6/13/24	377.23
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	369858	6/13/24	71.62
WETMORES	MOP 80333 AUTO SUPPLIES CREDIT FY24-PW/EQMQ	369858	6/13/24	-422.19
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	369858	6/13/24	28.41
Z A P MANUFACTURING	STREET SIGN SUPPLIES FY24-PW/STREETS	369860	6/13/24	1,171.63
ASBURY ENVIRONMENTAL	USED OIL PICK UP FY24-PW/EQM	369870	6/13/24	100.00
CUSTOM TRUCK BODY &	TAIL GATE FOR VEH #120 FY24-PW/EQM	369884	6/13/24	1,901.58
CUSTOM TRUCK BODY &	CONTROLLER UNIT FOR VEHICLE FY24-PW/EQM	369884	6/13/24	940.01
ENTERPRISE FLEET MAN	FY24 ENTERPRISE FLEET LEASE PROGRAM	369896	6/13/24	26,332.25
GLOBAL POWER GROUP I	VOLTAGE REGULATOR WORK FY24-PW/FAC	369899	6/13/24	3,035.69
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-PW,	369902	6/13/24	1,065.88
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-PW,	369902	6/13/24	1,036.55
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL-FY24-PW	369902	6/13/24	1,388.51



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HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-PW,	369902	6/13/24	489.01
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-PW,	369902	6/13/24	1,712.30
JUAREZ, MARTHA	REIMBURSEMENT FOR MARTHAJ -DOD CLIMATE WORK	369903	6/13/24	300.95
JUAREZ, MARTHA	FUEL & LUNCH REIMBURSEMENT FOR MJUAREZ PRC# 3	369904	6/13/24	69.86
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY24-PW/EQM	369913	6/13/24	22.86
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY24-PW/EQM	369913	6/13/24	80.66
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369915	6/13/24	67.14
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369915	6/13/24	64.65
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369915	6/13/24	219.35
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369916	6/13/24	12.45
RANDALL LAMB ASSOCIA	ON-CALL PROJECT SUPPORT SERVICES~	369920	6/13/24	1,200.00
SAN DIEGO MECHANICAL	MAINTENANCE OF PUMP STATIONS FY24-PW/WW	369922	6/13/24	3,330.00
SAN DIEGO MECHANICAL	REPAIRS TO HVAC SYSTEMS FY24-PW/FAC	369922	6/13/24	27,478.00
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY24-PW/EQM	369923	6/13/24	355.87
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY24-PW/EQM	369923	6/13/24	988.39
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY24-PW/EQM	369923	6/13/24	1,116.79
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY24-PW/EQM	369923	6/13/24	494.20
SOUTH COAST FIRE EQU	AUTO EJECT PLUG FIRE VEH #487 FY24-PW/EQM	369928	6/13/24	714.49
SUNBELT RENTALS, INC	SOD CUTTER RENTAL FY24-PW/PARKS	369931	6/13/24	358.40
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SAFETY SUPPLIES FY24-PW/STRE	369933	6/13/24	478.50
T MAN TRAFFIC SUPPLY	STREET SIGN SUPPLIES FY24-PW/STREETS	369933	6/13/24	7,830.12
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SAFETY SUPPLIES FY24-PW/STRE	369933	6/13/24	436.20
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	178.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	105.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369936	6/13/24	132.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369936	6/13/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	369936	6/13/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	114.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	46.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	56.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	105.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	369936	6/13/24	46.00
THE LLOYD PEST CONTR	EMERGENCY BEE REMOVAL FY24-PW/PARKS	369936	6/13/24	1,850.00
WATERLINE TECHNOLOGI	AQUATIC POOL SERVICES FY24-PW/FACILITIES	369939	6/13/24	670.00
WINSUPPLY SOUTH BAY	PLUMBING SUPPLIES FY24-PW/FACILITIES	369941	6/13/24	962.00

Total for Department 1,191,252.91

Finance

INTERNAL REVENUE SER	IRS REFUND FORM 8038 CP TAX PERIOD DEC 31, 2023	369782	6/10/24	2,093.04
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARD BACKBONE INFRASTRUCTURE C	369805	6/13/24	3,533.49



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COUNTY OF SAN DIEGO	NEXTGEN RCS SHARD BACKBONE INFRASTRUCTURE C	369805	6/13/24	30,364.00
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARD BACKBONE INFRASTRUCTURE C	369805	6/13/24	101,654.00
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARD BACKBONE INFRASTRUCTURE C	369805	6/13/24	11,828.49
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES / FINANCE	369847	6/13/24	154.20
GREEN, JOSEPH	RSWA REIMBURSEMENT FO TRAVEL COST WASTEEXP	369900	6/13/24	1,739.85
WILDAN FINANCIAL SRV	COST ALLOCATION PLAN AND USER FEE STUDY	369940	6/13/24	685.00
WILDAN FINANCIAL SRV	COST ALLOCATION PLAN AND USER FEE STUDY	369940	6/13/24	1,750.00
WOODRUFF & SMART	RSWA GENERAL MANAGER MONTLY INVOICE JUNE 202	369942	6/13/24	4,250.00
WOODRUFF & SMART	RSWA LEGAL SERVICES APRIL 2024	369942	6/13/24	2,250.00

Total for Department 160,302.07

<u>Fire</u>				
BOUND TREE MEDICAL L	BOX OF 20 P-100 MASKS	369795	6/13/24	1,536.50
ESGIL LLC	PLAN CHECKS FOR FIRE, FY23-24~FIRE	369813	6/13/24	504.00
FERGUSON ENTERPRISES	PIPES FOR TRAINING PROPS	369816	6/13/24	1,757.40
FIRE ETC	SCBA IDENTIFIERS FOR SHOULDER STRAP & CYLINDEF	369817	6/13/24	2,033.63
L N CURTIS & SONS	PARATECH AIR BAG SET	369826	6/13/24	4,926.97
L N CURTIS & SONS	PARATECH AIR BAG SET	369826	6/13/24	18,456.78
L N CURTIS & SONS	MISC MOUNTS, TOOL, EQUIPMENT	369826	6/13/24	2,357.14
L N CURTIS & SONS	MISC MOUNTS, TOOL, EQUIPMENT	369826	6/13/24	116.42
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	369840	6/13/24	25.00
SIRCHIE ACQUISITION	CALIBRATION SERVICE FOR COMBUSTIBLE GAS DETEC	369844	6/13/24	243.80
SMART & FINAL	MOP #4556	369846	6/13/24	-17.61
SMART & FINAL	MOP 45756, FIRE STATION SUPPLIES	369846	6/13/24	123.22
STAPLES BUSINESS ADV	MOP #45704, OFFICE SUPPLIES FOR NEW FIRE INSPEC	369847	6/13/24	32.86
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NEW FIRE INSPECTOR	369847	6/13/24	19.91
SWEETWATER AUTHORITY	HYDRAULIC ANALYSIS, FIRE DEPT	369850	6/13/24	5,100.00
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FOR FIRE STATIONS	369857	6/13/24	115.38
WRIGHT & LESTRANGE	CONSULTANT SHALL PROVIDE LEGAL OPINION	369859	6/13/24	397.50
BLACK, NICHOLAS J	REIMBURSEMENT EDUCATIONAL EXPENSE, COMPANY	369874	6/13/24	624.20
CROMAR, DOUGLAS	REIMBURSEMENT EDUCATIONAL EXPENSE, BIO 145&L	369883	6/13/24	960.40
CROMAR, DOUGLAS	REIMBURSEMENT EDUCATIONAL EXPENSE, DRIVER OF	369883	6/13/24	404.16
DANNLEY-JOHNSTON, BO	REIMBRSMT-MEALS&UBER EXPNS,FRESNO TRAIING/PR	369886	6/13/24	164.72
DREW, ROBERT	REIMBURSEMENT EDUCATIONAL EXPENSE, FIRE INVR	369894	6/13/24	282.17
MATLOCK, JASEN	REIMBURSEMENT EDUCATIONAL EXPENSE, TRENCH F	369906	6/13/24	479.15
SO CAL PPE, LLC	TURNOUT JACKET REPAIR	369925	6/13/24	103.31
SO CAL PPE, LLC	PPE FOUR TURN OUT REPAIRS	369925	6/13/24	2,761.50
SO CAL PPE, LLC	PPE FOUR TURN OUT REPAIRS	369925	6/13/24	176.25

Total for Department 43,684.76

<u>Housing / Sec 8</u>				
CHRISTENSEN & SPATH	CDC-HA AGREEMENT WITH CHRISTENSEN &	369800	6/13/24	3,825.00
MCEACHERN, DAVID	HUD HOME-ARP TRAINING IN LOS ANGELES	369908	6/13/24	92.00



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SHRED-IT	MONTHLY FEE FOR MARCH & APRIL 2024 FOR SECTIOI	369924	6/13/24	279.80
SOUTH BAY SHREDDING	MONTHLY FEE FOR SERVICE FOR APRIL 2024	369927	6/13/24	125.00
Total for Department				4,321.80

Human Resources

CESNAUSKAS, STEVEN	ADVANCED DISABILITY PENSION PAYMENT - JUNE 2024	369799	6/13/24	4,072.29
LIEBERT CASSIDY WHI	PERSONNEL MATTER CLIENT/MATTER #NA040-00032	369828	6/13/24	1,865.66
NGUYEN, LUCKY	ADVANCED DISABILITY PENSION PAYMENT - JUNE 2024	369912	6/13/24	5,206.77
NGUYEN, LUCKY	ADVANCED DISABILITY PENSION PAYMENT - MAY 2024	369912	6/13/24	2,855.32
Total for Department				14,000.04

MIS

CORELOGIC SOLUTIONS	REALQUEST PROPERTY RESEARCH APP +	369802	6/13/24	214.44
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	369806	6/13/24	235.81
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	369806	6/13/24	174.00
ESRI	ESRI ANNUAL SUBSCRIPTION RENEWAL	369814	6/13/24	15,220.54
AIR GAP LABS LLC	FORTINET RENEWAL	369864	6/13/24	16,102.90
COMPLETE PAPERLESS	LASERFICHE RECORDS MANAGEMENT PROJECT	369879	6/13/24	35,000.00
Total for Department				66,947.69

NSD

PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	369783	6/10/24	454.85
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	369783	6/10/24	316.34
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	369783	6/10/24	321.90
DATA TICKET INC	PARKING CITATION PROCESSING SERVICES,	369810	6/13/24	1,711.19
DATA TICKET INC	PARKING CITATION PROCESSING SERVICES,	369810	6/13/24	2,332.00
DATA TICKET INC	PARKING CITATION PROCESSING SERVICES,	369810	6/13/24	2,437.00
STAPLES BUSINESS ADV	MOP # 45704 OFFICE SUPPLIES	369847	6/13/24	384.89
STAPLES BUSINESS ADV	MOP OFFICE SUPPLIES	369847	6/13/24	155.21
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	369853	6/13/24	180.17
Total for Department				8,293.55

Police

ARJIS	3RD QTR ARJIS PHONE USAGE PRC 12985	369792	6/13/24	10,217.84
CALIXTO, RICHARD	INVESTIGATION PHOENIX OPERATION TRAVEL REIM	369798	6/13/24	160.74
CITY OF CHULA VISTA	1-3 QTR ANIMAL SHELTER PAYMENT	369801	6/13/24	320,681.00
COUNTY OF SAN DIEGO	RCFL FY 2024 PRC 12997	369804	6/13/24	12,000.00
CPCA	CHIEF HERNANDEZ PRC 13693	369807	6/13/24	1,945.00
DEPT OF JUSTICE	290 / ONS NARC / NEW EMPLOYEES~	369811	6/13/24	160.00
EXPERIAN	CREDIT CHECKS FOR FY24	369815	6/13/24	27.24
HERNANDEZ, ALEJANDRO	REIM - AHERNANDEZ TEAM BUILDING WORKSHOP	369821	6/13/24	182.58



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LASER SAVER INC	MOP/63845/TONER PD	369827	6/13/24	130.39
LASER SAVER INC	MOP/63845/TONER PD	369827	6/13/24	195.59
MAN K9 INC	MONTHLY PATROL TRAINING JUNE	369829	6/13/24	1,520.00
MAN K9 INC	MONTHLY PATROL TRAINING MAY	369829	6/13/24	1,520.00
PROFESSIONAL POLICE	260/3027 12 GA DRAG STABLIZED ROUND	369839	6/13/24	6,622.88
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	202.48
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	60.64
STAPLES BUSINESS ADV	MOP/45707/SUPPLIES PD	369847	6/13/24	132.44
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	173.54
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	19.74
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	213.11
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	29.97
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	273.06
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	22.70
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	34.05
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	152.67
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	241.39
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	453.29
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	369847	6/13/24	25.00
ADAMOS, MAELIHINI R	REIM. MAELIHINI ADAMOS - TYLER CONNECT 2024	369862	6/13/24	214.64
ANDERSON, STEVEN C	REIM - SANDERSON FIELD TRAINING OFFICER	369866	6/13/24	455.01
ARGERSINGER, BENJAMI	REIM - BARGERSINGER HONOR GUARD	369869	6/13/24	49.20
ARGERSINGER, BENJAMI	TUIT REIMB PER POA MOU	369869	6/13/24	1,274.00
BARAJAS, SABRINA	TRAINING REIM BASIC PILOTS COURSE IN FOUNTAIN V.	369871	6/13/24	264.67
BARRAGAN, JOSE	REIM - JBARRAGAN INTERVIEW AND INTERROGATION	369872	6/13/24	189.41
BERNAL, CARLOS	TRAINING POST PLN 1 FTO REIM	369873	6/13/24	96.28
CABATU, EMMA LUCILLE	REIM. EMMA CABATU TYLER CONNECT 2024	369876	6/13/24	251.18
CABATU, EMMA LUCILLE	REMB.. FIELD TRAINING OFFICER	369876	6/13/24	1,173.27
CISNEROS, VIOLETA	TRAINING POST REIM FOR RECORD SUPERVISOR	369877	6/13/24	40.00
CORADO, GIOVANNI	TRAINING REIMB FOR THE CRISIS NEG TRAINING	369880	6/13/24	833.38
CYRACOM INTERNATIONA	LANGUAGE LINE FOR DISPATCH FOR FY24	369885	6/13/24	215.80
DUMMIES UNLIMITED IN	SURVIVAL AGILITY TRAINING DUMMY	369895	6/13/24	2,184.06
FUSTON, STEPHANIE	TRAINING POST PLN 1 FTO REIM	369897	6/13/24	96.28
GAYON, ELIZABETH	TRAVEL REIM FOR PHOENIX OPERATION INVESTIGATIC	369898	6/13/24	135.90
GUTLAY, RONALD	REIM - RGUTLAY 2024 FINANCIAL MANAGEMENT TRAIN	369901	6/13/24	1,987.53
KALANKIEWICZ, CODY R	REIM - CKALANKIEWICZ (ALICE)	369905	6/13/24	140.60
MAYFIELD, HALEY	REIM - HMAFIELD COMMUNICATIONS TRAINING OFFIC	369907	6/13/24	268.58
PHILLIPS WILLIAM	REIM - WPHILLIIPS PRE MOTORCYCLE ENFORCEMENT	369917	6/13/24	303.54
PHILLIPS WILLIAM	REIM - WPHILLIPS BASIC MOTORCYCLE ENFORCEMEN'	369917	6/13/24	587.74
POLICE AND FIRE PSYC	PREEMPLOYMENT PSYCH EXAMS FOR FY24	369918	6/13/24	700.00
POLICE AND FIRE PSYC	PREEMPLOYMENT PSYCH EXAMS FOR FY24	369918	6/13/24	700.00
POLICE AND FIRE PSYC	PREEMPLOYMENT PSYCH EXAMS FOR FY24	369918	6/13/24	2,100.00
POLICE AND FIRE PSYC	PREEMPLOYMENT PSYCH EXAMS FOR FY24	369918	6/13/24	2,100.00
POLICE AND FIRE PSYC	PREEMPLOYMENT PSYCH EXAMS FOR FY24	369918	6/13/24	1,400.00
POLICE AND FIRE PSYC	PREEMPLOYMENT PSYCH EXAMS FOR FY24	369918	6/13/24	1,400.00



**WARRANT REGISTER # 50
6/13/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SPORTELLI, MICHAEL	REIM - MSPORTELLI ADVANCED HUMAN TRAFFICKING	369929	6/13/24	268.59
SPORTELLI, MICHAEL	REIM - MSPORTELLI MANUAL MECHANICAL BALLISTIC	369929	6/13/24	453.32
SPORTELLI, MICHAEL	TRAINING POST PLN 1 REIM FTO	369930	6/13/24	40.00
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY24	369932	6/13/24	166.82
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY24	369932	6/13/24	2,434.88
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY24	369932	6/13/24	2,663.25
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY24	369932	6/13/24	114.19
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY24	369932	6/13/24	2,728.51
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY24	369932	6/13/24	151.38
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY24	369932	6/13/24	302.75
VASQUEZ, JEFFREY	REIM - JVASQUEZ FIELD TRAINING OFFICER	369937	6/13/24	428.68
VERSATERM PUBLIC SAF	SPIDER PLATFORM FOR DISPATCH PRC 13008	369938	6/13/24	10,000.00
Total for Department				396,310.78

<u>Risk</u>				
APTUS COURT REPORTIN	LIABILITY CLAIM COST - UMANA	369867	6/13/24	1,180.55
APTUS COURT REPORTIN	LIABILITY CLAIM COST - UMANA	369868	6/13/24	842.36
BROWNE BRUCE	LIABILITY CLAIM COST - BROWNE	369875	6/13/24	557.23
COUNTY OF SD WORKERS	LIABILITY CLAIM COST - COUNTY OF SD WC	369881	6/13/24	663.05
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - VARGAS	369887	6/13/24	966.50
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - REYNOSO	369888	6/13/24	419.95
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - APAN	369889	6/13/24	494.35
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - UMANA	369890	6/13/24	17,141.97
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - ALEGRE	369891	6/13/24	5,976.57
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - THOMAS	369892	6/13/24	5,749.30
MENDOZ SAMUEL	LIABILITY CLAIM COST - MENDOZ	369909	6/13/24	874.65
ONTELLUS	LIABILITY CLAIM COST - APAN	369914	6/13/24	1,347.58
Total for Department				36,214.06

A/P Total 2,017,691.62

<u>PAYROLL</u>				
Pay period	Start Date	End Date	Check Date	
12	5/14/2024	5/27/2024	6/5/2024	1,458,053.52

WIRED PAYMENTS

<u>Finance</u>				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 05/14/2024 - 05/27/2024	240607	6/7/24	345,997.50

<u>Human Resources</u>				
ADMINSURE INC	ADMINSURE WORKERS' COMP 052024	2396	6/13/24	129,766.10



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #51 for the period of 6/14/24 through 6/20/24 in the amount of \$486,961.98

RECOMMENDATION:

Ratify Warrants Totaling \$486,961.98

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 6/14/24 – 6/20/24. Consistent with the Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
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No Invoices over \$50,000 for this period

FINANCIAL STATEMENT:

Warrant total \$486,961.98

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY 24 Warrant Register 51



**WARRANT REGISTER # 51
6/20/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
STAPLES BUSINESS ADV	OFFICE SUPPLIES - CM MARCUS BUSH	370010	6/20/24	6.60
		Total for Department		6.60
<u>Community Services/Nutrition/Library</u>				
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	1,805.53
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	-38.01
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	-296.42
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	1,948.56
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	-249.14
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	584.59
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	762.64
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	-33.70
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	369951	6/20/24	-43.05
AMAZON CAPITAL SERVI	SENIOR PROGRAMMING SUPPLIES	369952	6/20/24	73.93
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24	369953	6/20/24	17.05
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24	369953	6/20/24	86.98
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24	369953	6/20/24	76.15
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24	369953	6/20/24	128.27
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24	369953	6/20/24	38.54
AMAZON CAPITAL SERVI	SUPPLIES FOR FY2- OUTDOOR BACKPACKS	369953	6/20/24	88.39
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- STAR WARS STEAM	369953	6/20/24	399.46
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- LOW RIDER CRAFTS	369953	6/20/24	40.20
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- STEAM	369953	6/20/24	78.02
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- STAR WARS STEAM	369953	6/20/24	215.04
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- CRAFTS	369953	6/20/24	28.74
AMAZON CAPITAL SERVI	MATERIALS~	369953	6/20/24	-293.61
AMAZON CAPITAL SERVI	MATERIALS~	369953	6/20/24	154.06
AMAZON CAPITAL SERVI	MATERIALS~	369953	6/20/24	87.57
AMAZON CAPITAL SERVI	MATERIALS~	369953	6/20/24	-195.74
AMAZON CAPITAL SERVI	MATERIALS AND SUPPLIES- STAY AND PLAY GRANT	369953	6/20/24	163.10
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT- TOOLS FOR LIBRARY TOOL	369953	6/20/24	54.35
AMAZON CAPITAL SERVI	SECURITY CAMERAS FOR CAMACHO	369954	6/20/24	267.47
BUBBLEBALL INC	NC TEEN NIGHTS PROGRM - BUBBLE SOCCER PACK/	369957	6/20/24	3,860.63
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	369997	6/20/24	291.79
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	369997	6/20/24	148.36
SIRSIDYNIX	SIRSI DYNIX- DATABASE BLUE CLOUD, ERESOURCE,	370004	6/20/24	24,167.10
STAPLES BUSINESS ADV	STAPLES- OFFICE SUPPLIES	370011	6/20/24	644.07
		Total for Department		35,060.92
<u>Engineering / PW's</u>				
AEP CALIFORNIA LLC	NCPD FY24 LEASE VEHICLE BUILOUT FOR KIA	369948	6/20/24	7,613.13



**WARRANT REGISTER # 51
6/20/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVI	HARD HAT REFLECTIVE STICKERS FY24-PW/STREET:	369953	6/20/24	54.30
ASSI SECURITY INC	CITY-WIDE SECURITY REPAIRS FY24-PW/FAC	369955	6/20/24	300.00
ASSI SECURITY INC	CITY-WIDE SECURITY REPAIRS FY24-PW/FAC	369955	6/20/24	750.00
ASSI SECURITY INC	CITY-WIDE SECURITY REPAIRS FY24-PW/FAC	369955	6/20/24	750.00
CANON SOLUTIONS AMER	EQUIPMENT USAGE CHARGE OF ENG PLOTTER/SCAN	369959	6/20/24	106.34
CANON SOLUTIONS AMER	EQUIPMENT BASE CHARGE OF ENG PLOTTER/SCAN	369959	6/20/24	88.57
CARPENTER REAL ESTAT	PARTIAL ACQUISITION APPRAISAL 924-46 N AVE.	369961	6/20/24	5,500.00
CLEAN HARBORS ENVIRO	FOR HOUSEHOLD HAZARDOUS WASTE FOR AUGUST	369964	6/20/24	1,174.35
CLEAN HARBORS ENVIRO	FOR HOUSEHOLD HAZARDOUS WASTE FOR SEPTEM	369964	6/20/24	824.98
CLEAN HARBORS ENVIRO	FOR HOUSEHOLD HAZARDOUS WASTE FOR OCTOBE	369964	6/20/24	889.12
D-MAX ENGINEERING IN	FOR T&A 90562 – NC SAN YSIDRO HEALTH PACE CLIN	369968	6/20/24	509.49
D-MAX ENGINEERING IN	FOR T&A 90673: 1200 HIGHLAND AVE.	369968	6/20/24	1,036.35
D-MAX ENGINEERING IN	FOR T&A 90673: 1200 HIGHLAND AVE.	369968	6/20/24	1,157.32
D-MAX ENGINEERING IN	FOR T&A 90538 – KIMBALL HIGHLAND EAST	369968	6/20/24	771.02
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	369969	6/20/24	447.01
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY24-PW/EQM	369969	6/20/24	525.35
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY24-PW/EQM	369976	6/20/24	4,404.38
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY24-PW/EQM	369976	6/20/24	587.25
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-P	369977	6/20/24	186.83
HOME DEPOT CREDIT SE	GREASE GUN & BATTERIES FY24-PW/STREETS	369978	6/20/24	322.17
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE REPAIRS AND COORDINATIC	369981	6/20/24	2,220.00
INNOVATIVE CONSTRUCT	PAVEMENT ASSESSMENT	369981	6/20/24	22,856.50
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	369981	6/20/24	180.00
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	369981	6/20/24	2,280.00
INNOVATIVE CONSTRUCT	CIP 22-09 EASTSIDE I-805 GREENBELT	369981	6/20/24	45,063.00
NV5 INC	FOR T&A 90689- 3410 VALLEY RD.- FINAL MAP	369987	6/20/24	1,308.10
NV5 INC	FOR T&A 90690- 3410 VALLEY RD. GRADING & IMPROV	369987	6/20/24	2,894.30
NV5 INC	FOR T&A 90536- 2525 SWEETWATER RD.	369987	6/20/24	659.20
NV5 INC	FOR T&A 90605- 2240 E PLAZA BLVD	369987	6/20/24	77.25
NV5 INC	FOR T&A 90664- STREET IMPRV. AT 1200 HARBOR DR	369987	6/20/24	185.40
NV5 INC	FOR T&A 90673- 1200 HIGHLAND AVE.	369987	6/20/24	3,563.80
NV5 INC	FOR T&A 90649- 1616 M AVE.	369987	6/20/24	1,326.13
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	1,824.89
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	234.32
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	597.91
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	128.75
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	3,118.05
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	1,664.18
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	486.67
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	121.02
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	6,148.73
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	640.40
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	1,103.39
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	105.57
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	405.30



**WARRANT REGISTER # 51
6/20/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	191.83
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	191.83
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	463.24
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	369987	6/20/24	260.07
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY24-PW/EQM	369988	6/20/24	13.82
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369991	6/20/24	151.71
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	369992	6/20/24	19.52
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY24-PW/EQM	369993	6/20/24	113.35
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	369994	6/20/24	216.08
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369995	6/20/24	2,517.50
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369995	6/20/24	1,928.50
PROJECT PROFESSIONAL	PROFESSIONAL SERVICES FOR CASA DE SALUD	369995	6/20/24	1,384.50
PROJECT PROFESSIONAL	NTP- STORM - LAS PALMAS GOLF COURSE STORM DI	369995	6/20/24	14,914.50
PROJECT PROFESSIONAL	NTP- STORM - LAS PALMAS GOLF COURSE STORM DI	369995	6/20/24	2,006.25
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369995	6/20/24	10,186.25
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369995	6/20/24	6,235.00
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES	369995	6/20/24	8,468.75
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369995	6/20/24	18,466.50
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369995	6/20/24	1,987.50
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369995	6/20/24	7,447.84
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES FOR	369995	6/20/24	9,922.25
PROJECT PROFESSIONAL	NTP- STORM - LAS PALMAS GOLF COURSE STORM DI	369996	6/20/24	9,197.50
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	369997	6/20/24	53.26
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	369997	6/20/24	53.26
SAN DIEGO PLASTICS I	SIGN MATERIALS FY24-PW/STREETS	369999	6/20/24	478.50
SDG&E	GAS AND ELECTRIC FOR FACILITIES FY24-PW/FAC	370000	6/20/24	98.98
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS JUN FY2	370000	6/20/24	35.58
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS JUN FY:	370000	6/20/24	86.89
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS JUN FY:	370000	6/20/24	651.63
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS JUN FY:	370000	6/20/24	11.45
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS JUN FY:	370000	6/20/24	10,524.51
SDG&E	GAS AND ELECTRIC FOR FACILITIES FY24-PW/FAC	370001	6/20/24	5,084.33
SDG&E	GAS AND ELECTRIC UTILITIES/WW FY234-PW	370001	6/20/24	516.02
SDG&E	GAS AND ELECTRIC UTILITIES / WASTEWATER FY24-I	370001	6/20/24	469.25
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS FY24-PV	370001	6/20/24	32,217.27
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS JUN FY:	370001	6/20/24	38,678.06
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY24-PW/EQM	370002	6/20/24	139.48
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY24-PW/EQM	370002	6/20/24	270.23
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY24-PW/EQM	370002	6/20/24	1,045.45
SNAP-ON INDUSTRIAL	AC FILTERS FY24-PW/EQM	370005	6/20/24	284.16
SOUTH COAST EMERGENC	PARTS FOR FIRE VEH #499 FY24-PW/EQM	370006	6/20/24	848.84
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY24-PW/STREETS	370007	6/20/24	3,034.37
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY24-PW/STREETS	370007	6/20/24	7,194.14
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY24-PW/STREETS	370007	6/20/24	3,984.67
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY24-PW/STREETS	370007	6/20/24	175.00



**WARRANT REGISTER # 51
6/20/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY24-PW/STREETS	370007	6/20/24	5,400.00
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~	370012	6/20/24	4,290.00
STC TRAFFIC INC	CIVIL ENG SVCS FOR E. 20TH DRAINAGE EVALUATION	370013	6/20/24	2,700.00
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	875.17
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	1,057.31
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	309.45
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	77.85
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	664.23
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	127.62
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	383.59
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	127.62
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	134.36
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	46.31
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	127.62
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	996.93
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	52.67
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	127.62
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	475.51
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	335.75
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	720.59
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	73.27
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370015	6/20/24	127.62
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER APR-MAY FY24-PW/A	370015	6/20/24	107.69
T MAN TRAFFIC SUPPLY	STREET SUPPLIES FY24-PW/STS	370016	6/20/24	445.67
T'S & SIGNS INC	WEARING APPAREL FY24-PW/STREETS	370017	6/20/24	363.23
TURF STAR INC	GROUNDMASTER 3200 24HP 2WD RIDING MOWER	370019	6/20/24	27,660.76
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY24-PW/WASTEWATER	370020	6/20/24	120.57
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY24-PW/WASTEWATER	370020	6/20/24	451.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/FACILITIES	370022	6/20/24	276.62
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	370022	6/20/24	392.96
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	370022	6/20/24	348.00
WHITE CAP, LP	SAFETY APPAREL (GLOVES) FY24-PW/STREETS	370023	6/20/24	234.52

Total for Department 379,042.55

Finance

VISION SERVICE PLAN	JUNE 2024 - VISION SERVICE PLAN	370021	6/20/24	1,747.82
WILDAN FINANCIAL SRV	COST ALLOCATION PLAN AND USER FEE STUDY	370024	6/20/24	1,090.00
WOODRUFF & SMART	RSWA REIMBURSEMENTS TO WSS FOR RSWA THR 4	370026	6/20/24	1,192.29

Total for Department 4,030.11

Fire

ACE UNIFORMS & ACCES	UNIFORMS FOR NEW FIRE INSPECTOR	369944	6/20/24	1,261.42
ADRIAN VALENZUELA	EDUC REIMBRSMT, COMPANY OFFCR 2E: WILDLAND	369947	6/20/24	359.34



**WARRANT REGISTER # 51
6/20/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ADRIAN VALENZUELA	EDUC REIMBRSMT,COMPANY OFFCR 2D ALL HAZARD	369947	6/20/24	659.04
NEX-XOS WORLDWIDE LL	MRE MEALS, EQUIPMENT FOR CERT MEMBERS	369986	6/20/24	2,695.04
SUN BADGE COMPANY IN	ITEM F96L, BADGE FOR NEWLY PROMOTED DIV. CHIE	370014	6/20/24	159.72
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES MAY 2024	370018	6/20/24	475.00
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE APRIL 2024	370018	6/20/24	285.00
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE MARCH 2024	370018	6/20/24	190.00
			Total for Department	6,084.56
 <u>Housing / Sec 8</u>				
KIMLEY HORN	TOWER 999 TRANSACTION ASSISTANCE FOR	369982	6/20/24	3,194.30
PALMA, ANGELITA	REIMBURSEMENT FOR MILEAGE AND PARKING/HOU	369989	6/20/24	5.90
PALMA, ANGELITA	REIMBURSEMENT FOR MILEAGE AND PARKING/HOU	369989	6/20/24	27.41
PALMA, ANGELITA	REIMBURSEMENT FOR MILEAGE AND PARKING/HOU	369989	6/20/24	20.37
			Total for Department	3,247.98
 <u>Human Resources</u>				
ADDICTION MEDICINE	DOT DRUG & ALCOHOL FY25 ACCT #100-10-17-17100-7	369945	6/20/24	1,490.00
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS - JUNE	369946	6/20/24	8,604.00
AETNA BEHAVIORAL HEA	EMPLOYEE ASSISTANCE PROGRAM FOR THE MONTH	369949	6/20/24	779.16
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	369950	6/20/24	66.00
DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS - DOJ	369970	6/20/24	96.00
FEDEX	POLICE RECRUIT TESTING MATERIALS	369971	6/20/24	97.06
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION M/	369972	6/20/24	2.25
GOLDEN ERGONOMICS	COMPREHENSIVE ERGONOMIC EVALUATION AND RE	369975	6/20/24	950.00
LIEBERT CASSIDY WHI	GEN LEGAL SERVICES REGARDING L	369983	6/20/24	568.00
LIEBERT CASSIDY WHI	GEN LEGAL SERVICES REGARDING MATTER #NA040-	369983	6/20/24	142.00
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCE	370011	6/20/24	153.04
			Total for Department	12,947.51
 <u>MIS</u>				
CENTRICITY GIS, LLC	CITYWORKS PLL	369962	6/20/24	900.00
CENTRICITY GIS, LLC	CITYWORKS PLL SUPPORT	369962	6/20/24	787.50
CIVICPLUS, LLC	SEECCLICKFIX ANNUAL RENEWAL	369963	6/20/24	22,980.74
			Total for Department	24,668.24
 <u>NSD</u>				
ACE UNIFORMS & ACCES	SHOES & BELT/ ACE UNIFORMS	369944	6/20/24	231.60
PRUDENTIAL OVERALL S	MOP # 45742 LAUNDRY SVC	369997	6/20/24	49.70
STAPLES BUSINESS ADV	MOP # 45704 OFFICE SUPPLIES	370010	6/20/24	184.49
			Total for Department	465.79



**WARRANT REGISTER # 51
6/20/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Police				
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369944	6/20/24	226.25
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369944	6/20/24	226.25
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369944	6/20/24	20.45
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	369944	6/20/24	204.71
BARAJAS, SABRINA	TRAINING POST AOT REIMB PRC T2772	369956	6/20/24	107.17
CALIXTO, RICHARD	TRAINING POST AOT REIMB PRC T2772	369958	6/20/24	32.00
CARDOZA, MATTHEW	TRAINING POST AOT REIMB PRC T2772	369960	6/20/24	32.00
CORNEJO, JAVIER	TRAINING AOT REIMBURSEMENT	369965	6/20/24	32.00
CRUZ, JORGE	REIM: JCruz - ALICE TRAINING	369966	6/20/24	140.23
CRUZ, JORGE	REIM: JCruz CIT FOR FTO'S TRAINING	369966	6/20/24	90.09
CRUZ, JORGE	TRAINING AOT POST REIMBURSEMENT PRC T2772	369967	6/20/24	116.55
GARCIA, CECILIA	TRAINING POST AOT REIMB PRC T2772	369973	6/20/24	107.17
GIL, SALVADOR	TRAINING POST AOT REIMB PRC T2772	369974	6/20/24	34.80
IBARRA, MARK	REIM: MIBARRA - FORCE ENCOUNTERS ANALYSIS	369979	6/20/24	318.48
IBARRA, MARK	TRAINING POST AOT REIMB PRC T2772	369980	6/20/24	107.17
LONG, DANIEL	TRAINING POST AOT REIMB PRC T2772	369984	6/20/24	107.17
MCGOUGH, JOHN T	TRAINING POST AOT REIMB PRC T2772	369985	6/20/24	107.17
PALOMAR HEALTH	SEXUAL ASSAULT EXAMS FOR FY24	369990	6/20/24	1,350.00
QUIROGA, RAZIEL	TRAINING POST AOT REIMB PRC T2772	369998	6/20/24	32.00
SEGAL, MARK	TRAINING POST REIMB FOR AOT	370003	6/20/24	32.00
SPRINGER, KENNETH	TRAINING POST AOT REIMB PRC T2772	370008	6/20/24	32.00
SPRINGER, KENNETH	TRAINING POST BACKGROUND REIMB PLN 4	370009	6/20/24	32.00
WILLIAMS, NATHAN	TRAINING POST AOT REIMB PRC T2772	370025	6/20/24	107.17
WYATT, SUNNI	TRAINING POST AOT REIMB PRC T2772	370027	6/20/24	107.17
Total for Department				3,702.00
A/P Total				469,256.26
WIRED PAYMENTS				
Human Resources				
PAYCHEX BENEFIT TECH	BENETRAC ESR SERVICES BASE FEE/JUNE/WIRE TR	90284	6/14/24	755.40
SECTION 8 HAPS	Start Date	End Date		
	6/18/2024	6/18/2024		16,950.32
GRAND TOTAL				486,961.98



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #52 for the period of 6/21/24 through 6/27/24 in the amount of \$2,496,929.20

RECOMMENDATION:

Ratify Warrants Totaling \$2,496,929.20

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 6/21/24 – 6/27/24. Consistent with the Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Devaney Pate	370065	92,332.09	Legal Services for Litigation
Public Emp Ret	240621	342,345.06	Service Period 5/28/24 – 6/10/24
BCICapital Inc	3249	88,590.85	CAD Escrow Payment

FINANCIAL STATEMENT:

Warrant total \$2,496,929.20

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY 24 Warrant Register 52



**WARRANT REGISTER # 52
6/27/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
MORRISON, RONALD	PROCLAMATION FRAMES	370078	6/27/24	108.64
MORRISON, RONALD	PROCLAMATION FRAMES	370079	6/27/24	70.68
STAPLES BUSINESS ADV	COUNCIL OFFICE SUPPLIES - MARCUS BUSH	370102	6/27/24	83.26
STAPLES BUSINESS ADV	MOP#45704 - COUNCIL OFFICE SUPPLIES - MARCUS E	370102	6/27/24	40.92
STAPLES BUSINESS ADV	COUNCIL - OFFICE SUPPLIES	370102	6/27/24	51.85
			Total for Department	355.35
<u>Building/Planning</u>				
E & H GENERAL CONTRA	T&A 99740 - REF OF DEMOLITION DEPOSIT	370066	6/27/24	1,184.05
ESGIL LLC	CONSULTANT TO PROVIDE PERMIT	370067	6/27/24	3,552.42
ESGIL LLC	CONSULTANT TO PROVIDE PERMIT	370067	6/27/24	24,650.00
KD COVE LLC	REFUND 100% OF DEMO DEPOSIT FOR KIRE PROJEC	370075	6/27/24	17,921.60
NBS	LANDSCAPE MAINTENANCE DISTRICT NO. 1	370083	6/27/24	1,774.47
THE STAR NEWS	PLANNING THE STAR-NEWS GROCERY & ZONING	370109	6/27/24	212.69
THE STAR NEWS	PLANNING THE STAR-NEWS AD SCOPING MEET	370109	6/27/24	146.06
			Total for Department	49,441.29
<u>CAO</u>				
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR CIVIL SERVI	370040	6/27/24	803.60
CEB	PRACTITIONER LIBRARIES / CAO	370043	6/27/24	500.00
CEB	PRACTITIONER LIBRARIES / CAO	370044	6/27/24	500.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	650.00
DEVANEY PATE MORRIS	LEGAL SERVICES / CAO	370065	6/27/24	525.00
DEVANEY PATE MORRIS	LEGAL SERVICES / CAO	370065	6/27/24	1,801.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	475.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	50.00
DEVANEY PATE MORRIS	LEGAL SERVICES / CAO	370065	6/27/24	934.40
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	3,500.00
DEVANEY PATE MORRIS	LEGAL SERVICES / CAO	370065	6/27/24	775.00
DEVANEY PATE MORRIS	LEGAL SERVICES / CAO	370065	6/27/24	42,735.40
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	41,398.82
DEVANEY PATE MORRIS	LEGAL SERVICES / CAO	370065	6/27/24	1,765.39
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	125.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	740.39
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	38,859.88
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	92,332.09
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	370065	6/27/24	200.00
SERVIAM BY WRIGHT LL	LEGAL SERVICES FOR CODE MATTER SERVIAM	370096	6/27/24	1,712.37
SERVIAM BY WRIGHT LL	LEGAL SERVICES FOR CODE MATTER SERVIAM	370096	6/27/24	3,782.00
THOMSON REUTERS	WEST LAW / CAO	370110	6/27/24	637.84
THOMSON REUTERS	WEST LAW / CAO	370110	6/27/24	637.84



**WARRANT REGISTER # 52
6/27/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				235,441.02
<u>CMO</u>				
AMAZON CAPITAL SERVI	CULTURE CLUB - HOME GYM PACKAGE	370033	6/27/24	2,251.11
BMI	MUSIC PERFORMANCE AGREEMENT - 6/1/24-5/31/25	370038	6/27/24	779.40
SMART & FINAL	MOP#45756 - CITY COUNCIL MEETING	370100	6/27/24	11.62
STAPLES BUSINESS ADV	CMO/COUNCIL - OFFICE SUPPLIES	370102	6/27/24	295.71
Total for Department				3,337.84
<u>Community Services/Nutrition/Library</u>				
4 IMPRINT INC	ADULT LIT. MERCH- SHIRTS, WATER BOTTLES, COTTI	370028	6/27/24	2,309.35
AIR EXHAUST CORP CO	KITCHEN EXHAUST CLEANING SERVICE	370030	6/27/24	1,790.00
ALDEMCO	CONSUMABLES AS NEEDED FOR NUTRITION CENTER	370031	6/27/24	689.33
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370031	6/27/24	1,355.93
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370031	6/27/24	1,381.89
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	370032	6/27/24	1,948.56
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	370032	6/27/24	4,771.57
AMAZON	NC TEEN NIGHT REC PROGRAM SUPPLIES AMAZON	370032	6/27/24	349.82
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24	370033	6/27/24	87.00
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT- TOOLS FOR LIBRARY TOOL	370033	6/27/24	179.60
AMAZON CAPITAL SERVI	WALK WITH EASE - WATER BOTTLES - INCENTIVES F	370033	6/27/24	130.32
AMAZON CAPITAL SERVI	NC TEEN NIGHT REC PROGRAM SUPPLIES	370033	6/27/24	256.66
AMAZON CAPITAL SERVI	SENIOR CENTER - SIGN IN/OUT LOG BOOKS/AMAZON	370033	6/27/24	84.68
BAKER & TAYLOR	BAKER AND TAYLOR- BOOKS FY 24	370037	6/27/24	13,258.09
BUBBLEBALL INC	NC TEEN NIGHTS BUBBLEBALL INC/ PRC #13815 \$380	370039	6/27/24	3,860.63
DELGADO, ELYANA	RFW - FOOD FOR ESPORTS TOURNAMENT PARTICIP	370062	6/27/24	94.97
DEMCO INC	PETE THE CAT CARPET 10'9"W X 7'8" D	370063	6/27/24	640.54
EXOS WORKS, INC	EXOS APR 24 PRO SVCS/CSD	370068	6/27/24	24,613.63
EXOS WORKS, INC	EXOS APR 24 PRG MGMT FEES/CSD	370068	6/27/24	5,200.00
EXOS WORKS, INC	EXOS MAY 24 BILLBACK INVOICES/CSD	370068	6/27/24	1,208.96
EXOS WORKS, INC	EXOS MAY 24 PRO SVCS/CSD	370068	6/27/24	27,727.03
EXOS WORKS, INC	EXOS APR 24 BILLBACK INVOICES/CSD	370068	6/27/24	590.56
EXOS WORKS, INC	EXOS MAY 24 PRG MGMT FEES/CSD	370068	6/27/24	5,200.00
PEIRCE, DENISSE	RFW - MISS NATIONAL CITY PARTICIPANT WORKSHO	370090	6/27/24	90.00
PEIRCE, DENISSE	RFW - CONTRACT INSTRUCTOR JUNE PAYMENT SUM	370090	6/27/24	406.00
STAPLES BUSINESS ADV	MATERIALS AND SUPPLIES- POPCORN SUMMER REA	370102	6/27/24	71.38
STAPLES BUSINESS ADV	MOP45704 NC TEEN NIGHTS	370102	6/27/24	97.01
STAPLES BUSINESS ADV	MOP 45704 - OFFICE SUPPLIES	370102	6/27/24	142.09
STAPLES BUSINESS ADV	MOP 45704 SENIOR CENTER OFFICE SUPPLIES	370102	6/27/24	49.99
STAPLES BUSINESS ADV	MOP 45704 SENIOR CENTER OFFICE SUPPLIES	370102	6/27/24	37.91
SYSCO SAN DIEGO INC	CASA DE SALUD EVENT	370105	6/27/24	632.24
SYSCO SAN DIEGO INC	CUPS FOR NUTRITION CTR. DINING ROOM	370105	6/27/24	237.28
T'S & SIGNS INC	MARKETING BANNERS FOR MOVIES IN PARK	370106	6/27/24	208.80



**WARRANT REGISTER # 52
6/27/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MTS	YOUTH SUMMER PORGRAM FIELDTRIP TRANSPORTA	370123	6/27/24	460.00
Total for Department				100,161.82
 <u>Engineering / PW's</u>				
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	370052	6/27/24	3,004.00
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-P	370069	6/27/24	1,593.82
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-P	370069	6/27/24	1,212.53
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-P	370069	6/27/24	494.33
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	370072	6/27/24	518.91
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	370072	6/27/24	168.42
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	370072	6/27/24	545.97
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	370072	6/27/24	114.14
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	370072	6/27/24	244.80
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	370072	6/27/24	990.49
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	370072	6/27/24	104.91
HOME DEPOT CREDIT SE	GENERAL SUPPLIES FOR PARKS FY24-PW/PARKS	370072	6/27/24	384.83
HOME DEPOT CREDIT SE	GENERAL SUPPLIES FOR PARKS FY24-PW	370072	6/27/24	118.71
INNOVATIVE CONSTRUCT	NTP - STORM - STORM RESPONSE FIELD INSPECTION	370074	6/27/24	1,950.00
MAINTEX INC	MISC JANITORIAL SUPPLIES FY24-PW/FACILITIES	370077	6/27/24	655.65
NATIONAL CITY CAR WA	CAR WASH SERVICES FOR FLEET FY24-PW/EQM	370080	6/27/24	659.34
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370088	6/27/24	17.52
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370088	6/27/24	105.84
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370088	6/27/24	11.84
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370088	6/27/24	53.56
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370088	6/27/24	20.29
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370089	6/27/24	15.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- FACILITIES FY24	370091	6/27/24	34.25
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FACILITIES FY24	370091	6/27/24	330.36
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- FACILITIES DIV FY24	370091	6/27/24	16.30
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - FACILITIES FY24	370091	6/27/24	174.04
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370091	6/27/24	84.93
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370091	6/27/24	41.06
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370091	6/27/24	150.90
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370091	6/27/24	66.51
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370091	6/27/24	109.19
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370091	6/27/24	152.66
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/WW	370091	6/27/24	30.75
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	370091	6/27/24	101.66
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	370092	6/27/24	80.24
SDG&E	GAS AND ELECTRIC FOR FACILITIES JUN FY24-PW/FA	370095	6/27/24	2,602.88
SDG&E	GAS AND ELECTRIC FOR FACILITIES JUN FY24-PW	370095	6/27/24	189.93
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370099	6/27/24	107.97
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370099	6/27/24	39.15
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370099	6/27/24	138.54



**WARRANT REGISTER # 52
6/27/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370099	6/27/24	230.10
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370099	6/27/24	272.11
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES MAR-MAY FY24-PW	370103	6/27/24	106.59
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370103	6/27/24	27.70
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION MAR-MAY FY24-PV	370103	6/27/24	1,349.77
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-MAY FY24-PW	370103	6/27/24	107.69
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	370108	6/27/24	5,100.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	370108	6/27/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FACILITIES	370108	6/27/24	52.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	370112	6/27/24	348.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	370112	6/27/24	499.21
WAXIE SANITARY SUPPL	MISC JANITORIAL SUPPLIES FY24-PW/FACILITIES	370113	6/27/24	1,876.62
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	370114	6/27/24	128.67
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	370114	6/27/24	307.52
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY24-PW/FACILITIES	370115	6/27/24	8.70
WINSUPPLY SOUTH BAY	PLUMBING SUPPLIES FOR CITY-WIDE FY24-PW/FAC	370116	6/27/24	54.44
KD COVE LLC	REFUND FOR T&A 90505 FOR E 31ST ST. APT.	370118	6/27/24	23,742.97

Total for Department 51,701.30

Finance

CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD ENDED M	370045	6/27/24	10.36
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD ENDED M	370045	6/27/24	25.00
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD ENDED M	370045	6/27/24	35.34
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD ENDED M	370045	6/27/24	15.56
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD ENDED M	370045	6/27/24	62.75
SASI	MONTHLY TRUST ACCOUNTING JUNE 2024	370094	6/27/24	112.00
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FINANCE	370102	6/27/24	72.07

Total for Department 333.08

Fire

AT & T INC	MONTHLY PHONE SERVICES TO RECEIVE	370035	6/27/24	559.40
HRO INC	ALPHA DELT SURGE PROTECTOR	370073	6/27/24	84.93
TSI INCORPORATED	CALIBRATION SERVICE FOR THE TSI MASK FIT TESTI	370111	6/27/24	805.00

Total for Department 1,449.33

Housing / Sec 8

NATIONAL CREDIT REPO	MAY-2024 FEE FOR CRIMINAL REPORT FOR SECT. 8 C	370082	6/27/24	134.50
SHRED-IT	MONTHLY FEE FOR SERVICE OF JUNE-2024 SECTION	370098	6/27/24	139.90

Total for Department 274.40

Human Resources



**WARRANT REGISTER # 52
6/27/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HERRERA GARCIA, JUAN	MEDICAL EXAM REIMBURSEMENT-HERRERA	370071	6/27/24	80.00
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCE	370102	6/27/24	61.18
WOODS, JAMES I	MEDICAL EXAM REIMBURSEMENT-WOODS	370117	6/27/24	85.00

Total for Department 226.18

<u>MIS</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ARCHIVESOCIAL	ARCHIVESOCIAL RENEWAL	370034	6/27/24	6,287.40
AT&T	SBC - AT&T FOR FY24	370036	6/27/24	56.69
CDWG	WD-BLACK SN770 WDS200T3X0E - SSD - 2TB	370042	6/27/24	3,624.50
CDWG	APPLE 12.9" IPAD PRO, 512 GB~	370042	6/27/24	11,658.14
CDWG	SOLARWINDS MAINTENANCE RENEWAL	370042	6/27/24	1,230.50
CDWG	SENTINELONE V3 XDR	370042	6/27/24	18,563.33
COMPLETE PAPERLESS	LASERFICHE RECORDS MANAGEMENT PROJECT	370050	6/27/24	43,349.80
CORELOGIC SOLUTIONS	REALQUEST PROPERTY RESEARCH APP +	370051	6/27/24	232.22
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	370053	6/27/24	88.25
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	370053	6/27/24	2,060.43
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	370053	6/27/24	302.53
SHARP ELECTRONICS CO	SHARP MAINTENANCE / VOLUME	370097	6/27/24	3,912.08
SHARP ELECTRONICS CO	SHARP COPIERS FY24	370097	6/27/24	4,144.09
SHARP ELECTRONICS CO	SHARP MAINTENANCE / USE	370097	6/27/24	4,024.43
AT&T	SBC - AT&T FOR FY24	370120	6/27/24	107.22
AT&T	SBC - AT&T FOR FY24	370121	6/27/24	195.97
AT&T	SBC - AT&T FOR FY24	370121	6/27/24	1,916.39
AT&T	SBC - AT&T FOR FY24	370121	6/27/24	2,389.59
AT&T	SBC - AT&T FOR FY24	370122	6/27/24	2,790.99
AT&T	SBC - AT&T FOR FY24	370122	6/27/24	4.35
TYLER TECHNOLOGIES I	TYLER MUNIS / CAD~	370124	6/27/24	1,900.00
TYLER TECHNOLOGIES I	TYLER MUNIS / CAD~	370124	6/27/24	2,960.00
TYLER TECHNOLOGIES I	TYLER MUNIS / CAD~	370124	6/27/24	6,565.07
TYLER TECHNOLOGIES I	TYLER MUNIS / CAD~	370124	6/27/24	740.00
TYLER TECHNOLOGIES I	TYLER MUNIS / CAD~	370124	6/27/24	4,440.00
TYLER TECHNOLOGIES I	TYLER MUNIS / CAD~	370125	6/27/24	2,220.00

Total for Department 125,763.97

<u>NSD</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COMCATE SOFTWARE,INC	CODE SOFTWARE PROGRAM	370049	6/27/24	9,644.00

Total for Department 9,644.00

<u>Police</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370029	6/27/24	821.34
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370029	6/27/24	154.73
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370029	6/27/24	145.41



**WARRANT REGISTER # 52
6/27/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370029	6/27/24	861.14
CARDOZA, MATTHEW	REIM: MCARDOZA SUPERVISOR 2 WEEK COURSE	370041	6/27/24	842.00
CRYE PRECISION LLC	SWAT UNIFORMS AND ACCESSORIES	370054	6/27/24	12,040.58
CYRACOM INTERNATIONA	LANGUAGE LINE FOR DISPATCH FOR FY24	370055	6/27/24	47.45
DEPT OF JUSTICE	290 / ONS NARC / NEW EMPLOYEES~	370064	6/27/24	64.00
HERNANDEZ, PAUL	REIM: PHERNANDEZ - SLI SESSION 4	370070	6/27/24	199.39
NATIONAL CITY ELECTR	EMERGENCY GATE REPAIR	370081	6/27/24	5,715.00
NEW CONSTELLIS BORRO	TRAINING SHOOTS	370084	6/27/24	515.42
NEW CONSTELLIS BORRO	TRAINING SHOOTS	370084	6/27/24	1,030.00
NEW CONSTELLIS BORRO	TRAINING SHOOTS	370084	6/27/24	504.05
NEW CONSTELLIS BORRO	TRAINING SHOOTS	370084	6/27/24	2,061.66
OMNI PACIFIC	OFFICE FURNITURE FOR CHIEF/CAPT OFFICES AT PC	370085	6/27/24	20,959.10
PALOMAR HEALTH	SEXUAL ASSAULT EXAMS FOR FY24	370087	6/27/24	1,800.00
PRO BUILD COMPANY	MOP/45707/SUPPLIES PD	370091	6/27/24	61.60
RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS FOR FY24	370093	6/27/24	1,350.00
RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS FOR FY24	370093	6/27/24	550.00
SMART SOURCE OF CALI	MOP/63845/PRINTING PD	370101	6/27/24	54.48
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	370102	6/27/24	222.88
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	370102	6/27/24	21.80
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	370102	6/27/24	52.64
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	370102	6/27/24	69.17
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	370102	6/27/24	184.51
STAPLES BUSINESS ADV	MOP/45704/SUPPLIES PD	370102	6/27/24	119.14
SYMBOLARTS, LLC	OFFICER BADGES AND REPAIRS FY 2024	370104	6/27/24	166.82
SYMBOLARTS, LLC	OFFICER BADGES AND REPAIRS FY 2024	370104	6/27/24	2,619.75
TAPIA, NATALIE	REIM: NTAPIA FUNDAMENTALS OF CYBERCRIME INVE	370107	6/27/24	92.30
WILLY'S ELECTRONIC S	MOP/45763/SUPPLIES PD	370115	6/27/24	54.30
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	370119	6/27/24	1,126.87
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370119	6/27/24	1,231.14
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370119	6/27/24	1,019.96
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370119	6/27/24	204.71
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370119	6/27/24	994.10

Total for Department 57,957.44

<u>Risk</u>				
CLAIMS MANAGEMENT AS	AGREEMENT TO PROVIDE MONTHLY RISK~	370046	6/27/24	6,400.00
CLAIMS MANAGEMENT AS	AGREEMENT TO PROVIDE MONTHLY RISK~	370047	6/27/24	7,200.00
CLERKIN SINCLAIR & M	USAA AS SUB/JOHNSON-LIABILITY CLAIM COST	370048	6/27/24	19,648.37
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - THOMAS	370056	6/27/24	4,349.53
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST	370057	6/27/24	633.50
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - REYNOSO	370058	6/27/24	495.00
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST	370059	6/27/24	310.00
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - UMANA	370060	6/27/24	2,196.80
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST - ALEGRE	370061	6/27/24	749.40



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Approval of an Agreement Amendment with Devaney Pate Morris & Cameron, LLP for legal services in the specialized area of land use and business matters regarding the San Diego Unified Port District by increasing the not-to-exceed amount by \$50,000.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the Agreement Between the City of National City and Devaney Pate Morris & Cameron, LLP, for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District by Increasing the Not-to-Exceed Amount by \$50,000 for a New Not-to-Exceed Total Amount of \$75,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City ("City") engages outside legal support for specialized areas. Matters involving the San Diego Unified Port District require specialized expertise related to the Public Trust Doctrine and other specialized laws, regulations and policies involving the waterfront. In January 2024, the City Attorney's Office negotiated a new retainer agreement with Devaney Pate Morris Cameron, LLP ("DPMC"). The legal services included representing the City in connection with waterfront development, implementation of the Balanced Land Use Plan and other business matters regarding the San Diego Unified Port District for a not-to-exceed amount of \$25,000.

To ensure the City's interests remain protected and to avoid any lapse in the City's ability to consult with DPMC, City staff recommends increasing the not-to-exceed amount by \$50,000 for a new not-to-exceed total amount of \$75,000.

FINANCIAL STATEMENT:

Sufficient funds exist in account 100-10-13-13100-7213 City Manager's Professional Services account.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Agreement Amendment

Exhibit B - Resolution

**AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
DEVANEY PATE MORRIS & CAMERON, LLP**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 6th day of August, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and Devaney Pate Morris & Cameron, (the “FIRM”).

RECITALS

WHEREAS, the CITY and the FIRM entered into an Agreement in January 2024 (“the Agreement”), wherein the FIRM agreed to provide advice and counsel the CITY in connection with matters related to San Diego Port District for a not-to-exceed amount of \$25,000.00; and

WHEREAS, the parties desire to amend the Agreement to cover the cost of providing the increase scope of services from the amount of \$25,000.00 to the not-to-exceed amount by \$50,000.00, for a total not-to-exceed amount of \$75,000.00.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The January 2024 Agreement is hereby amended to cover the cost of the increased scope of services from original contract amount of \$25,000.00 by a not to-exceed increased amount of \$50,000.00, for a total not-to-exceed amount of \$75,000.00.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the January 2024 Agreement 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

**Devaney Pate Morris & Cameron,
LLP**

By: _____
Benjamin A Martinez, City Manager

By: _____

Title: Partner

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND DEVANEY PATE MORRIS & CAMERON, LLP, FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LAND USE AND BUSINESS MATTERS REGARDING THE SAN DIEGO UNIFIED PORT DISTRICT BY INCREASING THE NOT-TO-EXCEED AMOUNT BY \$50,000 FOR A NEW NOT-TO-EXCEED TOTAL AMOUNT OF \$75,000

WHEREAS, in January 2024, the City of National City (“City”) entered into an Agreement with Devaney Pate Morris & Cameron, LLP (“DPMC”) to assist in representing the City in connection with matters regarding the San Diego Unified Port District for an amount not-to-exceed of \$25,000; and

WHEREAS, to ensure the City’s interests remain protected and to avoid any lapse in the City’s ability to consult with DPMC, City staff recommends amending the existing Agreement by increasing the not-to-exceed amount by \$50,000 for a new not-to-exceed total amount of \$75,000.

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

Section 1: Authorize the execution of an amendment, attached as Exhibit A to the Agenda Report, to the January 2024 Agreement between the City of National City and Devaney Pate Morris & Cameron, LLP, for legal services in the specialized area of land use and business matters regarding the San Diego Unified Port District to increase the not-to-exceed amount by \$50,000 for a new not-to-exceed amount of \$75,000.

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

PASSED and ADOPTED this 6th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Manager's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, August 6, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Discussion of Letter in Opposition of Legislation – Protecting Energy Efficiency Funding in Public Purpose Programs

RECOMMENDATION:

Discuss and Provide Staff Direction.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On November 2, 2021, the City Council and Community Development Commission – Housing Authority approved Ordinance No. 2021-2491, establishing Community Choice Aggregation. Additionally, at the same meeting the City Council adopted a Joint Powers Agency Agreement with the San Diego Community Power (SDCP) Community Choice Aggregation (CCA), California's second largest CCA providing over 950,000 customers with renewable and clean energy.

SDCP is coordinating with stakeholders and the California Public Utilities Commission (CPUC) to establish the San Diego Regional Energy Network (SDREN), which will offer 10 energy efficiency, building decarbonization, and demand response programs throughout the entire county of San Diego with a particular focus on hard-to-reach and underserved communities, like National City. San Diego is the only remaining region of the state eligible for a REN that does not have one. RENs were authorized by the CPUC in 2012 to provide missing resources needed to get more projects done and to provide centralized, regional program management and administration by local governments.

SDREN would address historical inequities as the region decarbonizes by investing in energy efficiency (EE) programs specifically in communities of concern and hard to reach customers. SDREN is funded through Public Purpose Program (PPP) funds which are already collected in customer energy bills. SDREN would offer the following types of programs to benefit utility customers in both the incorporated and unincorporated parts of the County:

- EE incentives and programs focused on underserved and/or rural communities
- Utility bill savings through EE programs
- Incentives for residents to electrify homes
- Direct free expert support for residences and businesses to identify energy saving opportunities in homes and buildings
- RENs also can cultivate workforce development programs to support green jobs

Vice-Mayor Ditas Yamane, who represents the City of National City on the SDCP Board, is requesting that the City Council consider writing a Letter in Opposition, “of Legislation, or any budget trailer bill that would eliminate non-cost effective energy efficiency program funding from PPP Funds.”

Relevant City Council Policies are attached as Exhibits A and B. Further explanation of the SDREN and an example letter of opposition are attached as Exhibits C and D, respectively.

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – City Council Policy No. 207 Mayor and City Councilmembers Office Budget which includes the City Council Policy No. 301 Legislative and Judicial Platform

Exhibit B – City Council Policy 119 Code of Ethics and Conduct for Elected Officials...

Exhibit C – San Diego Community Power - Plan for (SDREN)

Exhibit D – Example of Letter in Opposition provided by San Diego Community Power

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Mayor and City Councilmembers Office Budget POLICY: 207
ADOPTED: May 7, 2024 AMENDED:

PURPOSE

The City Council of National City, during the adoption of the Fiscal Year 2023-2024 City Budget, included a \$100,000 appropriation for each Councilmember's budget. The purpose of this policy is to establish uniform guidelines and procedures for the expenditure of the funds to ensure that the funds are expended in the best interests of the Council District and/or City, as applicable, and are consistent with the objectives of the City's Strategic Plan and City Council priorities.

POLICY

- A. The Mayor and each Councilmember must submit an Annual Appropriation Request for review by the Department of Finance and the City Manager as part of the City's Annual Budget Adoption process.

Budget categories are as follows:

- *Personnel Services*
 - Part Time Positions
 - Full Time Positions
 - Professional Services (consultants)
- *Governmental Purposes*: These expenditures must be consistent with the City's adopted Strategic Plan and City Council priorities and spent within the District of the Councilmember. (See attached Strategic Plan 2020 -2025).
- *Training, Travel and Subsistence*: These expenditures are for conferences or training registration fees, travel costs associated with getting to the training/conference, and lodging and meals during the training/conference. The training/conference must be directly related to City business and have a direct benefit to the City and, therefore, will be considered City business. When a Councilmember attends a conference/training at the expense of the City he/she must report out on the conference/training in accordance with AB 1234. Attachment 2 to this policy is the list of approved conferences and trainings. Conferences/trainings not listed will require City Council approval. All requests for reimbursement for travel and conference/training expenses must be consistent with City Council Policy #109 and must be pre-approved by the Purchasing Review Committee.

- These funds may also be used for travel, lodging and meals related to legislative advocacy provided the legislative advocacy is consistent with the City's adopted legislative platform.
- *Materials and Supplies:* These expenditures are for general office supplies, supplies for events or outreach. Purchase of materials and supplies must be consistent with the City's Purchasing Policy.
- B. *Professional Services:* Councilmembers may require, in addition to administrative support, services of a recurring nature or for a specific one-time project which cannot be routinely provided by City staff, either because of the expertise required or the ongoing workload. Consultants may be employed where City staff is unable to accommodate this need.

It is the policy of the Council that the selection of consultants by Mayor and/or Councilmembers shall be made from as broad a base of applicants as possible and that the choice be based on demonstrated capabilities or specific expertise. The Council encourages the engagement of local consultants where possible. The type and scope of the required service or product must be clearly defined by the Mayor/Councilmember so the City Manager can determine whether it can be most efficiently provided by City staff or by a consultant and, where a consultant will be chosen, whether licensed or non-licensed services are necessary.

A minimum of three qualified consultants should be considered for selection except in those cases where unique expertise is required and can be provided only by a limited number of available consultants.

All consultant contracts must be reviewed by the City Attorney's Office for compliance with AB 5 and shall be on a City Attorney approved contract form. All consulting contracts which exceed \$50,000 shall be reviewed and approved by the City Council. At a minimum, the following information shall be provided to the Council for review:

* The length of time the consultant has been in the business required by the scope of work.

* Proof of expertise and demonstrated success in the field of expertise required by the scope of work.

* Disclosure of economic interests and relationships between the Mayor/Councilmember and the consultant during the past 12 months.

For contracts below \$50,000, the City Manager has the discretion as to whether City Council approval is required.

- C. *Part Time and Full Time Personnel:* Part time and full time personnel shall be recruited and hired in accordance with the City's personnel hiring policies and practices.
- D. *Restrictions on the Use of Public Resources:* All expenditures are subject to the restrictions on the use of public funds including, but not limited to:
 - a. Gift of public funds prohibited.
 - b. Use of public funds or resources for political purposes is prohibited.
 - c. Political activities during the workday are prohibited.
 - d. Public resources cannot be used for political campaign activities.
- E. *Social Media:* To the extent public resources (i.e. funds or staff) are used for social media, the City's Social Media Policy is applicable. The Social Media Policy is Policy 1.13 and is located in the City Administrative Manual.
- F. *Reimbursement Procedure:* Prior to the expenditure, all reimbursement requests must be submitted to the Mayor (acting as the Department Head) for approval. The request shall show the details of the proposed expenditure with supporting documents. The Mayor shall review the request for compliance with this policy and any other applicable policy and affix his/her signature to signify approval and submit the request to the City Manager for final approval. Should the Mayor not approve a reimbursement request he/she shall notify the City Council within 24 hours of the denial and provide the basis for the denial. In the event the Mayor and City Manager disagree as to the approval/denial of the specific request, the request shall be submitted to the City Council for consideration.
- G. *District Budget Carryover:* Council District funds shall be expended during the fiscal year approved. Unexpended funds shall not carry over into the next fiscal year.
- H. *Non-profits:* Council District funds shall not be used to contribute to or support non-profit or tax exempt organizations.
- I. This policy shall be reviewed on an annual basis.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	POLICY #301
ADOPTED: February 24, 1981	AMENDED: October 17, 2023

Purpose

To establish guidelines which allow staff to respond to proposed legislation and pending litigation quickly and effectively and to serve as broad statement of City policy on a variety of public issues.

Policy

The City Council shall adopt a legislative and judicial platform and annual legislative priorities, developed by staff as policy parameters in order to respond to proposed legislation and pending litigation quickly. The direction provided in the legislative and judicial platform will encompass principles fundamental to the needs of the City. This platform shall be updated and revised by the City Council as necessary. In addition, the City Council shall adopt legislative priorities annually. These City Council endorsed legislative priorities may address specific and pending regional, state, and federal policy issues for the City of National City. Generally, the legislative priorities document shall include only those items of a direct and substantial impact on municipal operations. The City will work with local legislators, as appropriate, in advancing the City's adopted legislative platform.

The City of National City Legislative Platform and Priorities Policy formally establishes the City's position on pending legislative matters. With this policy guidance, the City Manager's Office shall advocate for and against legislative matters as appropriate without waiting for Council approval. The method of communication and level of engagement will be determined by the City Manager's Office based on the City Council priorities, legislative climate, and urgency of the legislative proposal. The City Council will be provided with legislative updates and copies of correspondence sent on behalf of the City.

Similarly, the platform and priorities allow City staff to provide input into the judicial system, such as by adding the City's name to amicus curiae briefs, by corresponding with appellate courts, or by supporting efforts of the Cal Cities Legal Advocacy Committee, without waiting for Council approval. Written correspondence to the appellate courts or requests to participate in amicus curiae briefs will be signed by the City Attorney or designee, with a copy to the City Council.

Council approval is required on those issues which do not fall within the parameters of the legislative and judicial platform or legislative priorities, unless scheduling an approval is not possible due to (a) the emergency nature of the legislation or litigation, or (b) the necessity of City action which prevents such scheduling in a timely manner. In such cases, the City Manager shall determine the appropriate course of action as to legislative matters, after considering the recommendation of the Department Director. The City Attorney shall make such determinations on litigation issues. For the purpose of the Legislative Platform, the term "City" includes the City of National City, Community Development Commission – Housing Authority, Successor Agency to the Community Development

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	POLICY #301
ADOPTED: February 24, 1981	AMENDED: October 17, 2023

Commission (“Successor Agency”), the Parking Authority, and Joint Powers Financing Authority.

Timeline

The City Council shall periodically update the legislative and judicial platform as needed. The City Council shall annually adopt legislative priorities. On or before November 15th, the City Manager shall submit legislative policy recommendations to the City Council for review. On or before the final City Council Meeting in December, the City Council shall formally adopt the annual Legislative Priorities.

On or before April 1st, the City Manager's Office shall compile items to be submitted for inclusion in the state and/or federal budget.

The priorities and timelines may be amended by the City Council from time to time when action on a matter appears to be of sufficient urgency that it would not be in the City’s best interest to wait until the next legislative year.

Related Policy References

February 24, 1981 – (Resolution No. 13,516) Adopting Legislative Policy Guidelines

Prior Policy Amendments:

November 12, 1991 (Resolution No. 91-228)
December 16, 2008 (Resolution No. 2008-271)
December 10, 2013 (Resolution No. 2013-189)
October 17, 2023 (Resolution No. 2023-149)

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	POLICY #301
ADOPTED: February 24, 1981	AMENDED: October 17, 2023

2023 CITY OF NATIONAL CITY LEGISLATIVE AND JUDICIAL PLATFORM AND CORE PRIORITIES

The National City Council urges the Legislature to:

- Preserve and enhance the City's ability to deliver quality and cost-effective services to National City's residents and visitors.
- Preserve and enhance the City Council's ability to serve National City residents by retaining local decision-making authority and maintaining state legislative and voter commitments for revenue resources.

LEGISLATIVE PLATFORM CORE LEGISLATIVE PRIORITIES

The following core legislative priorities highlight issues that could significantly affect National City and legislative advocacy efforts which will be focused in these priority areas.

HOME RULE / FISCAL SUSTAINABILITY

Home Rule and Local Control

The City believes strongly in the principles of home rule authority and local control and its ability to increase the effectiveness and efficiency of local government services. The City encourages the Legislature to respect and support home rule and opposes legislation that attempts to weaken municipal home rule authority and flexibility.

The City supports efforts that reflect a positive, collective, and cohesive approach to regional solutions, as long as local control is maintained.

Fiscal Sustainability

The City supports the retention of local taxing authority, the maintenance of fiscally balanced revenue sources, and measures that would provide fiscal independence to cities.

The City supports the full disbursement levels of existing revenue streams and directed funding sources including sales tax, property tax, and transient occupancy tax (TOT) and vehicle in-lieu fees. The City opposes diversions and reallocations of all funds by the Legislature in a manner that would negatively affect local government.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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The City opposes unfunded mandates placed on local jurisdictions, and encourages the Legislature to evaluate the fiscal impact such mandates will have on communities prior to considering the issue.

The City opposes any efforts to increase reporting requirements related to locally raised revenues.

INFRASTRUCTURE

The City supports the retention of infrastructure funding and bonding for street projects, housing, infill infrastructure projects and parks. The City recognizes that funding for these key project areas will help to spur economic activity in National City.

The City supports efforts to provide more flexibility in raising revenue for necessary infrastructure projects.

The City supports federal and state economic stimulus initiatives that provide the necessary resources and funds to invest in necessary infrastructure projects to improve the transfer of goods and services throughout the region, create jobs, and encourage economic development.

TRANSPORTATION

The City believes the movement of goods and people is vital to continued economic success and to the maintenance of a high quality of life. In order to preserve these, the City encourages the Legislature to invest in the maintenance and expansion of the State's multi-modal transportation network. The City supports regional coordination in transportation planning but opposes efforts that limit local control in the transportation decision-making process.

The City supports measures to finance local and regional multi-modal transportation improvements and to enhance transportation funding equity.

The City opposes proposals that would adversely affect the quality of National City and the San Diego region. Furthermore, the City Council supports efforts that grant cities the additional ability to provide for transportation improvements.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	POLICY #301
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PORT-RELATED LEGISLATION

The City and the Port of San Diego have worked cooperatively to address the disparity that has long existed between the regional benefits of the Port and the unique local impacts of the Port on the City and its residents. The City is committed to pursuing public policy that would achieve the balance necessary between the Port, the Working Waterfront, and National City consistent with the following six principles agreed upon by the parties:

1. Protection of Maritime Uses;
2. Enhancement of the Working Waterfront;
3. Environmental Compliance;
4. Public and/or Visitor Serving Amenities;
5. Financial Benefits to the Port and National City; and
6. Public Participation within National City.

Generally, the City is supportive of any legislative measures that are consistent with the policies and intent of one or more of the foregoing principles. Further, the City Council supports efforts that grant Port communities the ability to fully address the economic and environmental impacts directly and indirectly attributed to the Port. National City is also supportive of public policy that provides financial incentives to Port communities for the preservation and expansion of maritime activities within its jurisdiction.

ENERGY CONSERVATION & ENVIRONMENTAL PROTECTION

The City recognizes the importance of working cooperatively with other governmental and private sector entities to implement and manage efficient, cost-effective, and sound environmental programs and services that secure clean air, water, and land.

The City supports appropriate legislation and regulation that promotes pollution prevention, supports energy conservation efforts and encourages green development without imposing unfunded mandates.

The City opposes efforts that place a severe financial burden on municipalities.

LAND USE PLANNING

The City supports maintaining local authority in land use planning issues and supports legislative efforts that promote more orderly growth and oppose efforts that impede growth management, including the preservation of local authority to set land use policies.

The City supports efforts to assist local governments in implementing sustainable

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development practices.

The City opposes legislation that would restrict a City's ability to redevelop Under-performing areas.

ECONOMIC DEVELOPMENT

The City supports efforts to enhance the range of economic development mechanisms at a City's disposal that would strengthen the abilities of local agencies to prepare for and implement growth, job creation, workforce development, redevelopment, conservation, and beautification projects.

The City opposes any attempt to limit local control over, or ability to execute economic development projects including through the diversion of redevelopment funding.

The City opposes any state or federal proposals that reduce economic investment opportunities at the local level. This includes reductions and restrictions to block grants and housing subsidies.

HOUSING

The City recognizes the importance of housing for all income levels as critical to the balanced and healthy growth of the City and its communities. The City supports affordable housing efforts as a key component to workforce recruitment and retention. This includes support for federal and state participation and financial support of programs to provide adequate housing for the elderly, disabled, homeless, and low-income persons throughout the community.

The City supports efforts to establish a permanent funding source for the development rehabilitation and preservation of affordable housing. Advocate for efforts to review and reduce state mandated regulations on housing development.

GOVERNMENTAL PUBLIC LIABILITY POLICY

The City supports efforts to reinforce public entity design and discretionary act immunity.

The City supports efforts to abolish lump-sum awards for damages and to substitute installment payments projected over the plaintiff's life span, to cease at time of death.

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ADOPTED: February 24, 1981	AMENDED: October 17, 2023

The City supports efforts to develop statutory provisions calling for the reimbursement of all public entity defense costs and expenditures incurred in the defense of frivolous and spurious claims and lawsuits.

The City supports efforts to change the legal principal of "joint and several liability" to protect, ensure, and otherwise provide that the City will not be a target for unmeritorious lawsuits based on the City's more advantageous financial position, whether real or perceived, than that of the true tortfeasor .

The City opposes efforts to further erode governmental tort immunity.

The City opposes any efforts to remove or weaken any statutory time limits as to the filing and serving of claims and lawsuits as well as any efforts to open public entities to liability for punitive or exemplary damages.

The City opposes any efforts to expand situations in which public entities may be liable to pay for litigants' attorneys' fees or other litigation expenses.

LABOR RELATIONS AND BENEFITS

The City supports efforts that provide the City with necessary resources and authority to establish appropriate working conditions and benefits to its employees. This includes preserving and enhancing equal employment opportunities for all people seeking employment and opposing efforts that remove the local decision-making authority in employee issues.

The City is supportive of efforts that result in improved public and private sector labor management relations and opposes efforts that impose state mandates.

The City supports efforts to prevent abuses within the compensation system, which in turn result in increased costs to the City.

The City opposes efforts that would increase the City's liability for unemployment compensation and retirement pensions.

The City opposes efforts that would increase employee Workers' Compensation benefits without system reforms to offset increased employer costs, and that would provide presumptive eligibility for the award of Workers' Compensation.

PUBLIC SAFETY AND EMERGENCY SERVICES

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The City supports initiatives to preserve and enhance the ability of local governments to strategically plan for and respond to emergencies and efforts to ensure that the greatest level of public safety and emergency services are provided to the community without creating an unfunded mandate.

The City supports the retention of revenue streams for funding public safety employee disaster preparedness, crime prevention, fire prevention and suppression, emergency medical services, and public safety training.

The City supports efforts to provide the City with additional resources such as behavioral health clinicians and homeless outreach referral services to assist those in need of assistance and to direct them to the appropriate services.

The City opposed efforts that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by a guilty party.

The City supports efforts that strengthen local law enforcement, including: prevention of driving under the influence of drugs or alcohol; effective abatement of illegal land uses and illegal businesses; the sharing of criminal history information between states; registration of sex offenders; reducing access to firearms by the mentally ill; and providing tools and resources to address community challenges such as domestic violence, gangs, and human trafficking.

The City supports de-certification of officers under specified conditions, including those officers convicted of any felonies and those with a history of egregious misconduct, contingent that an impartial authority outside of the employing agency is utilized and officers are afforded due process.

The City supports statewide and federal tracking of information related to officers that resign in lieu of discipline or termination, or those with multiple sustained complaints and violations.

The City supports mandated and regular implicit and racial bias training for all law enforcement, and de-escalation training that focuses on alternatives to deadly force.

The City supports efforts that increase county, state and federal funding for local law enforcement, fire suppression, wildfire prevention, hazardous materials mitigation, and emergency medical services.

The City supports efforts that promote national fire code development using an open, consensus-based process.

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The City supports efforts to create a funding mechanism for a regional fire department in San Diego County that does not diminish the ability of cities to provide essential services and mechanisms that increase reimbursement funding for Medicare and Medi-Cal programs.

The City supports innovative health and safety efforts that improve access to primary and preventive care and decrease use of emergency departments, including expanded mental health services.

TELECOMMUNICATIONS

The City supports efforts that ensure consumer access to telecommunications services in an efficient and cost-effective manner while retaining local government's authority. This includes retaining local government's ability to negotiate franchise agreements, regulate the use of public rights-of-way, and collect appropriate revenues in order to maximize benefits to the consumer.

WATER MANAGEMENT

The City supports efforts to increase the water supply or improve water quality within the region and efforts that encourage voluntary water conservation.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Code of Ethics and Conduct for Elected Officials, Council Appointed Officials and Members of City Boards, Commissions and Committees **POLICY # 119**

ADOPTED: September 4, 2018

AMENDED: August 15, 2023

I. PURPOSE

The City Council of the City of National City (“City”) has adopted a Code of Ethics and Conduct (“Code”) for all National City elected officials, council appointed officials, and members of the City’s Boards, Commissions and Committees, to assure public confidence in the integrity of local government and its effective and fair operation. The people of National City expect public officials, both elected and appointed, to comply with both the letter and the spirit of the laws of the State of California, the United States of America, and the Municipal Code and established policies of the City of National City affecting the operations of local government.

While it is not possible to anticipate and provide a rule of conduct and ethics for all situations that public officials may face, this Code of Ethics and Conduct is designed to provide a framework to guide public officials in their daily duties and describe the manner in which members should treat one another, staff, constituents, and others they come into contact with in representing the City of National City. The term “member” refers to any National City Elected Official, Council Appointed Official, and Member of any City Board, Commission and Committee established by the National City Municipal Code, Ordinance or Policy.

The constant theme throughout the Code is respect and civility. Elected Officials experience large workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, officials are called upon to exhibit civil and ethical behavior at all times. Demonstrating respect for each individual through words and actions is the standard that can help members to do the right thing in even the most difficult situations.

While it is understood that there are numerous federal and state laws that guide the ethical behavior of public officials, the City wishes to establish that this is a community whose ethical values are clearly stated and fully understood by its members to represent the values this community holds in highest regard. The Code addresses various aspects related to the governance of the City and supplements, but does not supplant, other laws and rules that prescribe the legal responsibilities of City Officials. All persons covered by this Code will aspire to meet the highest ethical standards in the conduct of their responsibility as an Elected or Appointed Official of the City of National City.

Members are expected to be familiar with these laws to ensure that they exercise their public responsibilities in a proper fashion, including, but not limited to the Federal and State Constitutions, various provisions of the California Government Code (such as the Brown Act and the Political Reform Act), the Labor Code, laws prohibiting discrimination and harassment, and the City of National City Municipal Code and Policies.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Code of Ethics and Conduct for Elected Officials, Council Appointed Officials and Members of City Boards, Commissions and Committees	POLICY # 119
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II. SCOPE

The provisions of this Code of Ethics and Conduct shall apply to the Mayor and Members of the City Council, the Council Appointed positions of City Manager and City Attorney, and to all members of the Boards, Commissions, and Committees appointed by the Mayor or the Mayor and City Council, established by the City of National City Municipal Code, Ordinance or Policy, including any Ad-Hoc Committees.

III. POLICY

The City Council of the City of National City sets forth the following Code of Ethics and Conduct with the expectation that all National City Elected Officials, Council Appointed Officials, and Board Commissions, and Committee Members will incorporate the spirit of this document into their daily lives and will represent the community with the utmost integrity.

1. **Use of Office.** Public office shall be used for the public good and not for personal gain. Recognizing that stewardship of the public interest must be their primary concern; members will work for the common good of the people of the City of National City and not for any private or personal interest. Members will assure fair and equal treatment of all persons, claims and transactions coming before the City Council, Boards, Commissions, and Committees.
2. **Conduct.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall treat other elected officials, Council Appointed Officials, City Staff, Board, Commission and Committee Members, and the public with civility and respect. Harassment by any member for whatever motive is harmful to the environment desired by the Agency and will not be permitted. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other Elected Officials, Council Appointed Officials, City Staff, Board, Commission and Committee Members, or the public. No physical or verbal actions that could be construed as threatening or bullying will be tolerated. Belligerent, personal, demeaning, intimidating, slanderous, threatening, abusive, or disparaging comments that affect the ability to work, conduct business, or take part in City Government are not consistent with the standards of civility and respect referenced in this policy and are unacceptable.
3. **Role Models.** Members shall conduct themselves in a way that brings pride to the community and not in a way that brings disdain, embarrassment, or mockery. Members shall perform as role models for the community with an atmosphere of respect and civility.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Code of Ethics and Conduct for Elected Officials, Council Appointed Officials and Members of City Boards, Commissions and Committees POLICY # 119

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4. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for residents and businesses dealing with the Agency. Members shall recognize their special role in dealings with City Employees to in no way create the perception of inappropriate direction to Staff.
5. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council, and Board, Commissions and Committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of City Council policy decisions by City Staff.
6. **Communication.** Members shall publicly disclose substantive information that is relevant to a matter under consideration by the City Council or Boards, Commissions and Committees, which they may have received from source outside of the public decision-making process.
7. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.
8. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
9. **Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the city. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

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10. **Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
11. **Advocacy.** Members shall represent the official policies or positions of the City Council, board, commission or committee to the best of their ability when representing that body or the City of National City. When presenting their individual opinions and positions, members shall explicitly state that they do not represent their body or the City of National City, nor will they allow the inference that they do. Elected officials, Board, Commission, and Committee members have the right to endorse candidates for all council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, Board, Commission and Committee meetings, or other official City Meetings.
12. **Policy Role.** Members shall respect and adhere to the council-manager structure of government of the City of National City as outlined in the National City Municipal Code and shall not interfere with the administrative functions of the City or the professional duties of City staff. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, Boards, Commissions, and Committees, and City staff. Except as provided by the National City Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
13. **Independence of Boards, Commissions and Committees.** Because of the value of the independent advice of boards, commissions and committees to the public decision-making process, members shall refrain from using their position to unduly influence the deliberations or outcomes of such proceedings.

IV. IMPLEMENTATION AND ENFORCEMENT

This Code of Ethics and Conduct is an expectation of all members entrusted to public service and will be included in the orientations for all Elected Officials, Council Appointed Officials, and Members of Boards, Commissions and Committees.

The City Council may impose sanctions on Members whose conduct is not in compliance with the ethical standards as set forth. Those sanctions may include, but are not limited to: reprimand, formal censure, and removal from Boards, Commissions and Committees.

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Retaliation for reporting violations of this Code, for seeking to have prohibited conduct corrected, or for participating in an investigation is prohibited.

An annual review of the Code shall be conducted to ensure that the Code is an effective and vital document.

This policy shall in no way be construed to restrict any type of constitutionally protected speech or activities.

V. ETHICS TRAINING – AB1234

Effective January 1, 2006, California State law (AB 1234) requires, among other things, that local officials that receive compensation, salary, stipends, or expense reimbursements must receive training in public service ethics laws and principles every two years. The requirement applies not only to the governing body of a local agency, but also Boards, Commissions, and Committees, or other local agency bodies, whether permanent or temporary, decision-making or advisory.

To help local officials meet their ethics training requirements, the City of National City conducts bi-annual training. Additionally, the Institute for Local Government and the Fair Political Practices Commission have developed the ethics training course available on their website. The course has been approved by the Attorney General's Office and Fair Political Practices Commission (FPPC).

How to File a Complaint:

- Conflict of Interest, financial or campaign disclosures
 - California Fair Political Practices Commission (FPPC)
 - Phone: 916-322-5660
- Criminal
 - San Diego County District Attorney's Office
 - Phone: 619-531-4040
 - State of California Office of the Attorney General, Public Inquiry Unit
 - Phone: 800-952-5225

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VI. GLOSSARY OF TERMS

behavior	External appearance or action; manner of behaving, carriage of oneself.
censure	A formal statement or resolution by the City Council officially reprimanding a National City Elected Official, City Council Appointed Official, or Member of any City Board, Commission, and Committee.
civility	Politeness, consideration, courtesy.
conduct	The way one acts; personal behavior.
council-manager structure of gov't	Under this structure, residents elect a governing body, including a chief elected official, such as a mayor or boardchairman, to adopt legislation and set policy. The governing body then hires a manager or administrator with broad executive authority to carry out those policies and oversee the local government's day-to-day operations.
courtesy	Politeness connected with kindness.
ethics	The moral principles or philosophy that govern a person's behavior or the conducting activity.
manners	A way of acting; a style, method, or form; the way in which things are done.
member	Any National City Elected Official, City Council Appointed Official, and Member of any City Board, Commission, and Committee established by the National City Municipal Code, Ordinance or Policy, including Ad-Hoc Committees
impropriety	A failure to observe standards or show dishonesty, improper language, behavior or character.
respect	The act of noticing with attention; holding in esteem; courteous regard.
retaliation	The act of seeking revenge upon another.
sanction	A form of punishment that can be used if someone disobeys a rule or

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law bringing disrespect to public office.

values

A person's principles or standards of behavior; one's judgment of what is important in life. Also refers to National City's *Core Values* wherein members pledge to provide (1) *Commitment* – We strive for excellence, as we serve the public and each other with integrity, compassion, responsiveness, and professionalism; (2) *Customer Service* – We provide excellent service to residents, businesses, visitors, and colleagues; (3) *Courtesy* – We treat everyone with dignity and respect; (4) *Communication* – We communicate openly, honestly, and with clear, consistent messages; and (5) *Collaboration* – We work to achieve common goals and value our differences.

Related Policy References

National City Municipal Code

California Government Code section 34851, *et. seq.*

Ralph M. Brown Act, *California Government Code* section 54950 *et seq.*

Rosenberg's Rules of Order

City Council Policy #104 – Conduct of City Council Meetings

City Council Policy #108 – City Manager as Chief Administrative Officer

City Council Policy #601 – Employer-Employee Relations

City Council Policy #604 – Harassment and Discrimination

City Council Policy #605 – Workplace Violence and Security

Prior Policy Amendments

September 5, 2017 (Resolution No. 2017-181) - Establishing Policy

September 4, 2018 (Resolution No. 2018-160)



San Diego Regional Energy Network (SDREN)

San Diego Community Power (SDCP), the state's second largest community choice aggregator providing over 950,000 customers with renewable and clean energy, is coordinating with stakeholders and the California Public Utilities Commission (CPUC) to establish the San Diego Regional Energy Network (SDREN), which will offer 10 energy efficiency, building decarbonization, and demand response programs throughout the entire county of San Diego with a particular focus on hard-to-reach and underserved communities. San Diego is the only remaining region of the state eligible for a REN that does not have one.¹ RENs were authorized by the CPUC in 2012 to provide missing resources needed to get more projects done and to provide centralized, regional program management and administration by local governments. Since then, RENs have advanced energy equity and SDREN's approval will ensure San Diegans of all backgrounds can be part of the clean energy transition. The plan for SDREN, which could be approved by the CPUC as soon as August, is community driven. The proposed programs are informed by over 3,000 community touchpoints collected through community workshops and surveys and culminating in an SDCP [Community Power Plan](#).

SDREN will contribute to clean energy, climate, equity, reliability, and affordability goals

- ***It will help decarbonize the San Diego Region by helping customers replace natural gas space/water heating with efficient electric ones, enhancing the development of local building electrification codes, among other program offerings.*** SDREN programs will reduce energy consumption by 14 million kilowatt hours (KWhs) and 711,000 therms of natural gas which is equivalent to the electricity use of over 2,600 homes for one year. The deep decarbonization efforts align with the California Air Resources Board (CARB) [roadmap](#) to achieve carbon neutrality by 2045, part of the California Climate Crisis Act pursuant to [AB 1279 \(Muratsuchi\)](#).
- ***It will help lower energy bills and conserve energy through an efficiency refrigeration program for small businesses, home energy advisors, multi-family/renter improvements, and facility upgrades to help with bill savings.*** In the first four years, SDREN programs will help reduce energy consumption by over 14 million kilowatt hours (KWhs), which is enough energy for almost 2,000 households for a year and equates to \$6.3 million in customer bill savings. This will help meet the Clean Energy and Pollution Reduction Act of 2015 mandate to double energy efficiency savings by 2030 pursuant to [SB 350 \(De Leon\)](#).
- ***It will benefit grid reliability and help manage peak demand by helping residential and commercial customers install electric appliances that can respond to load reduction signals.*** San Diego's peak demand is expected to grow 70% by 2050 and there will need to be sufficient resources on the grid to meet the demand at all hours of the day. California is already experiencing reliability challenges and SDREN will provide another tool in the toolkit to manage peak load by implementing load shifting and peak demand reduction, which will contribute to the California Energy Commission's (CEC) 7 GW [load shift goal](#) ordered by recent legislation, [SB 846 \(Dodd\)](#).

¹ Other RENs in the state include SoCalREN, 3C-REN, BayREN, I-REN, and RuralREN. There are portions of the state not served by an IOU and therefore are not eligible to have a REN.



- ***It will focus on equitably sharing in the outcomes of the clean energy transition by prioritizing program offerings to hard-to-reach and underserved² communities, which account for 56% of the county, and through tribal engagement to create a pathway for tribes to implement their own energy efficiency programs.*** SDREN programs are designed to lead to energy efficiency and building decarbonization market growth, serve those who have historically been left behind in the clean energy transition, and increase grid resiliency. SDREN's programs are consistent with the state's focus on disadvantaged communities [in clean energy planning Cap & Trade funds](#) expenditures, and Governor Newsom's [executive order](#) to embed equity into state agency actions.
- ***It will help build the clean energy workforce of the future through a new Energy Pathways Program for high school students.*** SDREN will support individuals entering new career pathways in clean energy and provide education to disadvantaged workers, develop partnerships with community colleges, and provide career coaching. This is consistent with the Legislature's funding of the California Workforce Development's Low Carbon Economy Workforce grant program through the High Road Training Partnership initiative.
- ***It will maximize non-energy benefits.*** SDREN will improve public health, increased comfort at home and in the workplace, increased property values, increased productivity in the workplace, and enhanced community resilience and adaptation to climate change.

Reporting and Oversight

SDREN will file monthly, quarterly, and annual reports that track:

- The percentage of customers who experience lower energy costs due to participation.
- Median of equity customers expected first year bill savings.
- External funding leveraged.
- Number of newly educated or credentialed workers.

Funding

All electric and natural gas ratepayers in San Diego will contribute to funding SDREN through paying the public purpose program (PPP) charge, a financing mechanism established by the Legislature in 1996 for the purpose of funding programs that benefit the public as a whole. The PPP not only funds energy efficiency programs, but also low-income discount programs and rebuilding homes destroyed by natural disasters, among others. In San Diego, just over 16% of PPP funds goes towards energy efficiency programs, like the proposed SDREN. PPP charges currently account for or 1.6% of an average residential electric bill in San Diego. SDREN may increase this to no more than 2.4% of a customer's bill. Customers on low-income rate plans like CARE will see an even smaller increase.

The CPUC has found that SDREN will help communities that "face significant equity and climate change challenges," and that the costs "are reasonable, in the public interest, and make a unique contribution to the state's energy efficiency goals." One of SDREN's key functions is to leverage other local, state, and federal resources to maximize these investments and ensure judicious use of ratepayer dollars.

² These communities have historically not received services from utilities due to numerous barriers such as cost-effectiveness, geographic, language, and split incentives.

Date

The Honorable Robert Rivas
Speaker, California State Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

The Honorable Mike McGuire
President Pro Tempore, California State Senate
1021 O Street, Suite 8518
Sacramento, CA 95814

Re: Protecting Energy Efficiency Funding in Public Purpose Programs

Dear Speaker Rivas and President Pro Tem McGuire,

On behalf of **city/county**, I write to respectfully oppose legislation or any budget trailer bill that would eliminate non-cost-effective energy efficiency program funding from Public Purpose Program (PPP) Funds. We too are concerned about rising electric rates and bills, and the need for the Legislature to ensure that ratepayer funded programs are effective. However, strict adherence to stringent traditional cost-effectiveness tests as the only way to evaluate a program's value would mean that most of the hardest-to-reach, underserved, low-income customers may no longer benefit from energy efficiency programs that are not deemed sufficiently "cost-effective" by the California Public Utilities Commission. Sometimes, the true value of an investment in improving the lives of people cannot be quantified merely through "cost."

PPP-funded energy efficiency programs have saved customers more than \$100 billion in utility bills since the 1970s; benefiting ratepayers, the environment, and California's economy. Specifically, PPP programs:

- Lower customer energy bills;
- Support more than 300,000 jobs throughout the state;
- Reduce pressure on the electric grid and support equitable building decarbonization;
- Serve low-income, environmental justice, small business, and other hard-to-reach customers and communities; and
- Provide critical support to state and local jurisdictions in reaching carbon reduction and electrification goals.

City/County is a proud member of San Diego Community Power, a community choice aggregator that not only supplies clean power to our community, but also intends to offer a full suite of energy efficiency programs via the newly formed San Diego Regional Energy Network (SDREN). The investment in these programs will help our community reduce electric and gas usage, reduce greenhouse gas emissions, and put downward pressure on energy rates and bills. These benefits will not be realized without PPP funding.

Unfortunately, proposals to reduce PPP funding would move California further away from our energy, climate, and equity goals. For these reasons, we urge the Legislature to find other ways to reduce electric rates and bills.

Sincerely,

Name

Title

cc: Kip Lipper, Office of Senate President Pro Tem
Chase Hopkins, Policy Consultant, California State Assembly
Grant Mack, Deputy Legislative Secretary, Office of Governor Newsom
Christine Hironaka, Senior Advisor for Energy, Office of Governor Newsom