



AGENDA

Consolidated Regular Meeting

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)*

EFFECTIVE JANUARY 1, 2023

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

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

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

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



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

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

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

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

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

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

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 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 Regular Meeting

Tuesday, August 20, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

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

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

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

6.1 Miss National City and Court

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. 6
- Recommendation:
Approve and File.
- 8.3 Approval of a Budget Appropriation for the Abatement of Substantially Dangerous Conditions at 1700 East Plaza Blvd. in National City, California. 18
- Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing a Budget Appropriation of \$450,000 for the Abatement of Substantially Dangerous Conditions at 1700 East Plaza Blvd. in National City, California."
- 8.4 Authorize the Purchase of a John Deere 4066R Compact Utility Tractor for Engineering & Public Works Street & Wastewater Division 22
- 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 # 031121-DAC with RDO Agriculture Equipment Co. for the Purchase of a John Deere 4066R Compact Utility Tractor in a Not-to-Exceed Amount of \$68,135.02 for the Public Works Streets & Wastewater Division; and 2) Authorizing the City Manager to Approve Adjustments of up to \$6,813.50 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."
- 8.5 California Library Literacy Services ESL Grant Funds Acceptance 62
- 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) Two-year Grant in the Amount of \$20,000 for FY 2025 and \$20,000 for FY 2026 to Fund the National City Public Library's ESL Program for Fiscal Years 2025 and 2026, and Authorizing the Establishment of a Library Grants Fund Appropriation of \$20,000 for FY 2025 with a Corresponding Revenue Budget."
- 8.6 Dispense with Certain City Council Meetings Scheduled for November 2024, December 2024, and January 2025, per City Council Policy No. 104 and Schedule Special Meeting in November 2024. 67
- Recommendation:
Approve by Council Motion to Dispense with, and Schedule Special Meetings as recommended by staff.

8.7	Insurance Brokerage Services for Employee Benefits	69
	<p>Recommendation: Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with Alliant Insurance Services, Inc. for Insurance Brokerage Services for Employee Benefits.”</p>	
8.8	Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for Alcohol Sales at Etching Expressions Located at 900 Civic Center Drive.	211
	<p>Recommendation: Staff Recommends Approval of the CUP for an ABC Type 21 Alcohol License and Associated CDP, Subject to the Recommended Conditions in Planning Commission Resolution 2024-10. The Sale of Alcohol would be Non-Retail in Nature and Associated with Custom Gift Products. No General Public Access would Occur and Hours Reflect Standard Weekday Business Hours.</p>	
8.9	Notice of Decision – Planning Commission Approval of a Conditional Use Permit for Beer and Wine Sales (ABC Type 41) at an Existing Restaurant (Mariscos de la Capital) at 801 National City Blvd., Suite 105.	245
	<p>Recommendation: Staff Recommends Approval of the Sale of On-Site Beer and Wine, Subject to the Recommended Conditions in Planning Commission Resolution No. 2024-11, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Downtown Specific Plan Development Zone 4 and Would be Accessory to Food Sales in the Restaurant.</p>	
8.10	Semi-Annual Report – Boards, Commissions, and Committees Attendance Report – Includes First and Second Quarter of Calendar Year 2024	291
	<p>Recommendation: Receive and file.</p>	
8.11	Temporary Use Permit – Spirit Halloween Retail Tent Store Hosted by Spirit Halloween at Westfield Plaza Bonita Mall from August 24, 2024 through November 3, 2024 with No Waiver of Fees.	304
	<p>Recommendation: Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.</p>	

8.12	Setting the FY 2025 Property Tax Rate for Library General Obligation Bonds	328
	<p>Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Setting the Fiscal Year 2025 Secured Property Tax Rate for the Library General Obligation Bonds at 0.284 cent (0.00284%) per \$100 of Assessed Valuation."</p>	
8.13	Investment transactions for the month ended April 30, 2024.	333
	<p>Recommendation: Accept and file the Investment Transaction Ledger for the month ended April 30, 2024.</p>	
8.14	Investment transactions for the month ended May 31, 2024.	345
	<p>Recommendation: Accept and file the Investment Transaction Ledger for the month ended May 31, 2024.</p>	
8.15	Warrant Register #1 for the period of 6/28/24 through 7/4/24 in the amount of \$1,958,635.66	358
	<p>Recommendation: Ratify Warrants Totaling \$1,958,635.66</p>	
8.16	Warrant Register #2 for the period of 7/5/24 through 7/11/24 in the amount of \$2,328,767.15	367
	<p>Recommendation: Ratify Warrants Totaling \$2,328,767.15</p>	

9. STAFF REPORTS

9.1	League of California Cities Annual Conference – Designation on Voting Delegate and Alternate(s)	374
	<p>Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Designating a Voting Delegate and up to Two Alternates to Represent the City of National City at the 2024 League of California Cities Annual Conference and Expo."</p>	

10. CITY MANAGER'S REPORT

11. ELECTED OFFICIALS REPORT

12. CITY ATTORNEY REPORT

13. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, September 3, 2024 - 6:00 p.m. - Council Chambers - National City, California.



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, August 20, 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 August 6, 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 August 6, 2024



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

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

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

Others Present:
Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Alejandro Hernandez, Chief of Police
Carlos Aguirre, Director of Community Development
Phil Davis, Interim Finance Director
Lydia Hernandez, Director of Human Resources
Danielle Ghio, Acting City Librarian
Martha Juarez, Assistant Director of Engineering/Public Works
Brian Krepps, Fire Captain
Brian Hadley, Deputy City Manager

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. 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 Luisa Diaz de Leon.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

4. INVOCATION

Invocation delivered by Jesus Church of San Diego

ADDITION OF ITEM NOT ON AGENDA:

Mayor Morrison announced that one item would need to be added to the agenda. This was a time-sensitive item that was brought to the attention of the City concerning “Operation Stand-Down” to occur on Friday, August 9, 2024 regarding the Veteran’s Village and San Diego Rescue Mission. A two-thirds vote was required of the Council to add this item to the agenda.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to add the item to the agenda as item 9.2.

Motion carried by unanimous vote.

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

Mayor Morrison summarized the process for acceptance of live public comment allowing one (1) minute per comment and introduced City Clerk Shelley Chapel.

Six (6) spoken comments were received:

Sherry Gogue

Rob Umana

Truth

Terry-Ann Skelly (via Zoom)

Becky Rapp (via Zoom)

Madison Rapp (via Zoom)

6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New City Employees

City Manager Martinez introduced department directors who introduced the staff.

Alex Hernandez, Police Chief introduced Violeta Cisneros, Senior Office Assistant.

Martha Juarez, Assistant Director of Engineering/Public Works, introduced two new employees to the Engineering/Public Works Department who were unable to be present at the meeting. Blanca Rincon Olmos, Custodian, and Francisco Ornelas, Building Trades Specialist.

7. REGIONAL BOARDS AND COMMITTEE REPORTS

Councilmember Molina reported on SANDAG meetings in July.

Vice-Mayor Yamane attended the San Diego County Water Authority meeting.

Councilmember Bush attended the MTS Board Meeting.

Mayor Morrison reported on the SANDAG “I Talk” Board Selection Committee Meeting, attendance at the National Association of Regional Councils’ (NARC) Conference in Atlanta, and the Sweetwater Authority met at Stein Family Farm.

One (1) spoken comment was received: Truth

8. CONSENT CALENDAR

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to approve Consent Calendar Items 8.4-8.7, 8.11-8.14, 8.18, 8.21, 8.23-8.25.

Items pulled by members of the public 8.1-8.3, 8.8-8.10, 8.16-8.17, 8.19-8.20, 8.22, and 8.15 pulled by Councilmember Molina for discussion.

Motion carried by unanimous vote.

Item pulled for discussion.

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

One (1) spoken comment was received: Truth

Motion carried by unanimous vote.

Item pulled for discussion.

8.2 Approval of City Council Meeting Minutes.
Recommendation: Approve and File.

One (1) spoken comment was received: Truth

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

Motion carried by unanimous vote.

Item pulled for discussion.

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

Adopted Resolution No. 2024-73

Two (2) spoken comment was received: Truth, and Ted Godshalk

One (1) Written Comment: Ted Godshalk

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."

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

Motion carried by unanimous vote.

8.4 AMR Agreement Extension

Adopted Resolution No. 2024-74

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."

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-75

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."

Motion carried by unanimous vote.

8.6 Awarding a Contract to Bert W. Salas Inc. for 3131 Hoover Avenue Storm Drain Replacement Project, CIP No. 24-11.

Adopted Resolution No. 2024-76

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."

Motion carried by unanimous vote.

- 8.7 Awarding a Contract to Wright Construction Engineering Corp for Paradise Creek Emergency Storm Damage Repair, CIP No. 24-08.

Adopted Resolution No. 2024-77

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."

Motion carried by unanimous vote.

Item pulled for discussion.

- 8.8 8th Street Bicycle and Pedestrian Rail Crossing Enhancements CIP 22-33 PSA

Adopted Resolution No. 2024-78

One (1) spoken comment was received: Truth

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."

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

Motion carried by unanimous vote.

Item pulled for discussion.

- 8.9 2023 LISTOS California CERT Support Grant

Adopted Resolution No. 2024-79

One (1) spoken comment was received: Truth

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."

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

Motion carried by unanimous vote.

Item pulled for discussion.

- 8.10 Agreement between the City of National City and Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Law.

Adopted Resolution No. 2024-80

One (1) spoken comment was received: Truth

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."

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

Motion carried by unanimous vote.

- 8.11 Acceptance of Highway Safety Improvement Program Funding for the Construction Phase of the Pedestrian Safety Enhancements Project, CIP 22-16.

Adopted Resolution No. 2024-81

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."

Motion carried by unanimous vote.

- 8.12 Affordable Housing Density Bonus Agreement for 2039 E 8th Street

Adopted Resolution No. 2024-82

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.”

Motion carried by unanimous vote.

- 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.

Adopted Resolution No. 2024-83

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.”

Motion carried by unanimous vote.

- 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 Schedules

Adopted Resolution No. 2024-84

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.”

Motion carried by unanimous vote.

Item pulled for discussion.

- 8.15 California Library Literacy Services ESL Grant Funds Acceptance

Adopted Resolution No. 2024-85

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.”

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

Motion carried by unanimous vote.

Item pulled for discussion.

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

Adopted Resolution No. 2024-86

One (1) spoken comment was received: Truth

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."

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

Motion carried by unanimous vote.

Item pulled for discussion.

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

Adopted Resolution No. 2024-87

One (1) spoken comment was received: Truth

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."

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

Motion carried by unanimous vote.

- 8.18 FY23 State Homeland Security Grant Program Funds to Purchase Equipment for the Police and Fire Departments.

Adopted Resolution No. 2024-88

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."

Motion carried by unanimous vote.

Item pulled for discussion.

- 8.19 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

One (1) spoken comment was received: Truth

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

Motion carried by unanimous vote.

- 8.20 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

Motion carried by unanimous vote.

- 8.21 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

Motion carried by unanimous vote.

- 8.22 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

One (1) spoken comment was received: Truth

Motion carried by unanimous vote.

- 8.23 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

Motion carried by unanimous vote.

- 8.24 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

Motion carried by unanimous vote.

- 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.

Adopted Resolution No. 2024-89

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."

Motion carried by unanimous vote.

9. STAFF REPORTS

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

Recommendation: Discuss and Provide Staff Direction.

San Diego Community Power - Government Affairs Director Laura Fernandez was available to answer questions.

One (1) spoken comment was received: Truth

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

Motion carried by unanimous vote.

9.2 Tentative Use Permit Application (TUP) Veteran’s Village of San Diego – Stand-Down 2024 Event.

City Manager Martinez explained the necessity of this item being added on this agenda. This process requires an expedited process since the event is happening Friday, August 9, 2024 beginning at 6:00 a.m. and will end Sunday, August 11, 2024, at 12:00 p.m. Located at 2400 Euclid Avenue.

Recommendation: Provide staff direction, to expedite the TUP Permit application process, staff meeting Wednesday with all relevant departments to gather specifics on the site, and delegate Council’s discretion to the staff to review the project, and approve the event if found to be approvable.

One (1) spoken comment was received: Truth

ACTION: Motion by Councilmember Molina, seconded by Vice-Mayor Yamane to approve, with Councilmember Bush abstaining based on the location of the event and his residence.

Motion carried by unanimous vote.

10. **CITY MANAGER’S REPORT**

No report.

11. **ELECTED OFFICIALS REPORT**

Closing remarks were provided by members of the City Council.

One (1) spoken comment was received: Truth

12. **CITY ATTORNEY REPORT**

No report.

13. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 20, 2024, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:25 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 20, 2024.

Ron Morrison, Mayor



AGENDA REPORT

Department: Community Development
Prepared by: Carlos Aguirre, Director
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Approval of a Budget Appropriation for the Abatement of Substantially Dangerous Conditions at 1700 East Plaza Blvd. in National City, California.

RECOMMENDATION:

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing a Budget Appropriation of \$450,000 for the Abatement of Substantially Dangerous Conditions at 1700 East Plaza Blvd. in National City, California.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

From May to June 2024, the National City Police Department received numerous calls for service regarding trespassing and other concerns at 1700 East Plaza Blvd. (“Property”). The Property had previously operated as the Stardust Inn Motel and was sold to the current Property owner in January 2024. Since the transfer of ownership, the Property was abandoned and had become an attractive nuisance to trespassers and transients. The National City Fire Department responded to four fires from May 6, 2024 to June 3, 2024. Two of the fires caused significant structural damage and could have easily spread to neighboring properties.

Representatives from various City Departments walked the property on June 4, 2024, and documented 367 separate unlawful conditions that were in violation of multiple provisions of law, including, but not limited to, the National City Municipal Code (“NCMC”), California Health and Safety Code (“HSC”), California Building Code (“CBC”) as adopted by NCMC section 1 15.80.010, California Existing Building Code (“CEBC”), California Fire Code (“CFC”) as adopted by NCMC section 15.28.010, California Electrical Code (“CEC”) as adopted by NCMC section 15.24.005, California Plumbing Code (“CPC”) as adopted by NCMC section 15.20.005, California Mechanical Code (“CMC”) as adopted by NCMC section 15.14.005, Uniform Housing Code (“UHC”) as adopted by NCMC section 15.16.005, and the Uniform Code for the Abatement of Dangerous Buildings (“UCADB”) as adopted by NCMC section 15.10.005.

The transients that trespassed and permanently occupied the unsafe buildings accumulated large amounts of garbage and refuse across the interior and exterior of the buildings of the Property. The City requested that the Property owner immediately abate the dangerous conditions and secure the property, but the Property owner acknowledged that they did not have the resources to properly abate and secure the Property.

Given the extent of dangerous conditions and the imminent health and safety risk to the public, the City initiated the abatement of dangerous conditions on the Property using City contractors.

The City's contractors removed all garbage from the exterior and interior of the property, properly secured each unit, fenced the entire perimeter of the Property, removed vegetation, and painted over all the graffiti. The total cost to abate the dangerous conditions plus contingency is estimated at \$450,000. On July 11, 2024, the City issued a Notice and Order to Abate Public Nuisance and the City will pursue further legal actions to claim full reimbursement for all costs incurred.

FINANCIAL STATEMENT:

Upon adoption of the resolution, an appropriation of \$450,000 will be established in General Fund expenditure account 100-50-61-61100-7650- Stardust Inn Remediation. There is no revenue account associated with the budget appropriation. The funds will pay for the work done to remove all garbage from the exterior and interior of the property, the boarding up of each motel unit, fencing the entire perimeter of the Property, removing all vegetation, painting over graffiti, on site security services, utilization of EDCO trash containers, and a 10% contingency.

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

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING A BUDGET APPROPRIATION OF \$450,000 FOR THE ABATEMENT OF SUBSTANTIALLY DANGEROUS CONDITIONS AT 1700 EAST PLAZA BLVD. IN NATIONAL CITY, CALIFORNIA

WHEREAS, from May to June 2024, the National City Police Department received numerous calls for service regarding trespassing and other concerns at 1700 East Plaza Blvd. ("Property"); and

WHEREAS, the Property had previously operated as the Stardust Inn Motel and was sold to the current Property owner in January 2024; and

WHEREAS, since the transfer of ownership, the Property was abandoned and had become an attractive nuisance to trespassers and transients; and

WHEREAS, the National City Fire Department responded to four fires from May 6, 2024 to June 3, 2024, of which two fires caused significant structural damage and could have easily spread to neighboring properties; and

WHEREAS, representatives from various City Departments walked the property on June 4, 2024, and documented 367 separate unlawful conditions that were in violation of multiple provisions of law, including, but not limited to, the National City Municipal Code ("NCMC"), California Health and Safety Code ("HSC"), California Building Code ("CBC") as adopted by NCMC section 15.80.010, California Existing Building Code ("CEBC"), California Fire Code ("CFC") as adopted by NCMC section 15.28.010, California Electrical Code ("CEC") as adopted by NCMC section 15.24.005, California Plumbing Code ("CPC") as adopted by NCMC section 15.20.005, California Mechanical Code ("CMC") as adopted by NCMC section 15.14.005, Uniform Housing Code ("UHC") as adopted by NCMC section 15.16.005, and the Uniform Code for the Abatement of Dangerous Buildings ("UCADB") as adopted by NCMC section 15.10.005; and

WHEREAS, the transients that trespassed and permanently occupied the unsafe buildings accumulated large amounts of garbage and refuse across the interior and exterior of the buildings of the Property; and

WHEREAS, the City requested that Property owner immediately abate the dangerous conditions and secure the property, but the Property owner acknowledged that they did not have the resources to properly abate and secure the Property; and

WHEREAS, given the significant extent of dangerous conditions and the imminent health and safety risk to the public, the City initiated the abatement of dangerous conditions on the Property using City contractors; and

WHEREAS, the City's contractors removed all garbage from the exterior and interior of the property, properly secured each unit, fenced the entire perimeter of the Property, removed vegetation, and painted over all the graffiti and the total cost to abate the dangerous conditions plus contingency is estimated at \$450,000; and

WHEREAS, on July 11, 2024, the City issued a Notice and Order to Abate Public Nuisance to the Property owner and the City will pursue further legal actions to claim full reimbursement for all costs incurred.

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

Section 1: That the City Council hereby authorizes the establishment of an appropriation in the amount of \$450,000 for the abatement of dangerous conditions at 1700 East Plaza Blvd. in National City under expenditure account 100-50-61-61100-7650- Stardust Inn Remediation.

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

PASSED and ADOPTED this 20th 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: Tirza Gonzales, Operations Manager
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Authorize the Purchase of a John Deere 4066R Compact Utility Tractor for Engineering & Public Works Street & 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 # 031121-DAC with RDO Agriculture Equipment Co. for the Purchase of a John Deere 4066R Compact Utility Tractor in a Not-to-Exceed Amount of \$68,135.02 for the Public Works Streets & Wastewater Division; and 2) Authorizing the City Manager to Approve Adjustments of up to \$6,813.50 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 & Wastewater Division utilizes a utility tractor to assist with weed abatement of vacant lots, creeks, and channels citywide. The current utility tractor has been in service since 2009 and has exceeded its useful life of fifteen (15) years and is scheduled to be replaced.

Staff is requesting the approval of the purchase of a John Deere 4066R Compact Utility Tractor in a not-to-exceed amount of \$68,135.02, and authorization for the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to \$6,813.50 as a 10% contingency for unforeseen fluctuations in pricing. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract # 031121-DAC with RDO Agriculture Equipment Co. to allow for the purchase.

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

National City's Purchasing staff has confirmed that the Sourcewell Contract # 031121-DAC 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:

644-10-31-31600-7511- Streets	\$68,135.02
644-10-31-31600-7511- Streets	\$6,813.50 contingency

An appropriation of \$75,000 for this purchase was previously approved in the FY24 budget and is being carried over to the current fiscal year. Since the cost is now expected to be \$68,135.02, no additional appropriation should be necessary even if the contingency is expended.

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: RDO Equipment Co. Quote
Exhibit B: Sourcewell Contract 031121-DAC
Exhibit C: Resolution

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 RDO Agriculture Equipment Co
 20 Iowa Avenue
 Riverside, CA 92507
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 RDO Agriculture Equipment Co
 20 Iowa Avenue
 Riverside, CA 92507
 951-682-5353
 SLMiller@rdoequipment.com

Quote Summary

Prepared For:
 CITY OF NATIONAL CITY
 1243 NATIONAL CITY BLVD
 NATIONAL CITY, CA 91950
 Business: 619-336-4570

Delivering Dealer:
RDO Agriculture Equipment Co
 Stefanie Miller
 20 Iowa Avenue
 Riverside, CA 92507
 Phone: 951-682-5353
 slmiller@rdoequipment.com

Sourcewell Account # 17730
 * Current ETA 5 - 7 months from date RDO Equipment Co. confirms receipt of agency PO or LOI. ETA can be subject to change without notice.

Quote ID: 31383997
Created On: 24 July 2024
Last Modified On: 24 July 2024
Expiration Date: 23 August 2024

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)	\$ 62,048.75	1	=	\$ 62,048.75
Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)				
Price Effective Date: July 23, 2024				
Equipment Total				\$ 62,048.75

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 62,048.75
Trade In	
SubTotal	\$ 62,048.75
Sales Tax - (8.75%)	\$ 5,429.27
CA Tire Fee	\$ 7.00
Sourcewell Delivery Fee	\$ 650.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 68,135.02
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 68,135.02

Selling Equipment

Quote Id: 31383997 **Customer Name:** CITY OF NATIONAL CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 RDO Agriculture Equipment Co
 20 Iowa Avenue
 Riverside, CA 92507
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 RDO Agriculture Equipment Co
 20 Iowa Avenue
 Riverside, CA 92507
 951-682-5353
 SLMiller@rdoequipment.com

JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)

Hours:
Stock Number:
Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

Selling Price *
 \$ 62,048.75

Price Effective Date: July 23, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
038BLV	4066R Compact Utility Tractor (52 PTO hp)	1	\$ 51,150.00	18.00	\$ 9,207.00	\$ 41,943.00	\$ 41,943.00
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1717	Factory Installed Loader with Bucket	1	\$ 9,471.00	18.00	\$ 1,704.78	\$ 7,766.22	\$ 7,766.22
2060	Deluxe Cab with Air Ride Seat	1	\$ 12,610.00	18.00	\$ 2,269.80	\$ 10,340.20	\$ 10,340.20
2660	Factory Installed Stereo	1	\$ 705.00	18.00	\$ 126.90	\$ 578.10	\$ 578.10
4060	iMatch™ Quick Hitch Category 1	1	\$ 373.00	18.00	\$ 67.14	\$ 305.86	\$ 305.86
5243	44x18-20 (4PR, R3 Turf, 1 Position)	1	\$ -589.00	18.00	\$ -106.02	\$ -482.98	\$ -482.98
6243	27x10.50-15 (4PR, R3 Turf, 2 Position)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 22,570.00		\$ 4,062.60	\$ 18,507.40	\$ 18,507.40
Dealer Attachments/Non-Contract/Open Market							
BXX11039	DUAL REAR SCV - 4th and 5th Selective Control Valve Kit Cab	1	\$ 1,349.63	18.00	\$ 242.93	\$ 1,106.70	\$ 1,106.70
BXX11094	Cab Beacon Light Kit	1	\$ 331.08	18.00	\$ 59.59	\$ 271.49	\$ 271.49
BLV11095	7-Pin Trailer Connector Connector (Cab Only)	1	\$ 183.96	18.00	\$ 33.11	\$ 150.85	\$ 150.85
BLV10359	Horn Kit	1	\$ 84.52	18.00	\$ 15.21	\$ 69.31	\$ 69.31
Dealer Attachments Total			\$ 1,949.19		\$ 350.84	\$ 1,598.35	\$ 1,598.35

Selling Equipment

Quote Id: 31383997 **Customer Name:** CITY OF NATIONAL CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 RDO Agriculture Equipment Co
 20 Iowa Avenue
 Riverside, CA 92507
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 RDO Agriculture Equipment Co
 20 Iowa Avenue
 Riverside, CA 92507
 951-682-5353
 SLMiller@rdoequipment.com

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Total Selling Price	\$ 75,669.19	\$ 13,620.44	\$ 62,048.75 \$ 62,048.75

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Deere & Company

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:22 PM CDT

DocuSigned by:
Andrew Roman
C44230CF47A24D5...
By: _____
Andrew Roman
Title: Contract Administrator
Date: 4/30/2021 | 11:29 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 4/30/2021 | 11:30 AM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: Deere & Company
Address: 2000 John Deere Run
Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday February 03, 2021 15:51:18
Submitted On: Wednesday March 10, 2021 08:15:55
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: 15a28f33-864b-4511-9a93-ee50d039fe70
Submitter's IP Address: 165.225.9.87

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company
2	Proposer Address:	2000 John Deere Run Cary, NC 27513
3	Proposer website address:	www.johndeere.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bethany Schneider 10789 South Ridgeview Road, Olathe, KS 66061 SchneiderBethanyM@JohnDeere.com 515-802-4941

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith shop. Today it has grown into a corporation that does business around the world and employs over 56,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture, construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the US and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918 and manufacturing of lawn equipment since 1963.
8	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcwell members.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Deere & Company's 2020 Annual Report that has been uploaded as part of our proposal.
10	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
11	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere is a manufacturer. b. John Deere has a nationwide dealer network. The dealer network are independently owned and operated businesses. John Deere partners with these independently owned John Deere dealers that will deliver and service the products being offered in the RFP.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of grounds maintenance equipment) in the United States.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor</p> <p>2019 World's Most Ethical Companies - Ethisphere Institute 50 Sustainability & Climate Leader - Bloomberg Best Workplaces for Innovators - Fast Company Top Employer - Top Employers Institute Americas Most JUST Companies - JUST 100</p> <p>2018 Best Global Brand - Interbrand World's Most Ethical Companies - Ethisphere Institute Top 10 Innovative Company - American Innovation Index Corporate Partner of the Year - National Society of Black Engineers</p> <p>2017 World's Most Admired Companies - Fortune Magazine # 50 50 Best Places to Work in the US - Indeed.com US Chamber of Commerce Foundation Citizens Award Company of the Year - Society of Hispanic Professional Engineers</p> <p>2016 2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
18	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds over 115 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined.</p> <p>The sales volumes over the past three years are as follows: 2020 - \$320.0M 2019 - \$326.3M 2018 - \$305.5M</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds the following GSA Contracts: Ag Tractor Contract #GS-30F-0007T UV Contract #GS-07F-9670S L&G Contract #GS-06F-0083S</p> <p>The total sales volume for the GSA contracts over the past three years are as follows: 2020 - \$15.2M 2019 - \$21.0M 2018 - \$15.3M</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Broward County Public Schools	Edgar Lugo	754-321-0508	*
Loudoun County Virginia	Gerald Landayan	703-771-5956	*
Osceola County Florida	Paul Callaway	407-742-0932	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	
State of Arkansas - Sourcewell Participating Addendum	John Leverett	501-683-2222	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 13.2M FY19 = 11.5M FY18 = 10.4M	*
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 5.4M FY19 = 8.1M FY18 = 8.6M	*
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 10.3M FY19 = 12.8M FY18 = 20.7M	*
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment.	Varies	FY20 = 8.0M FY19 = 11.5M FY18 = 10.3M	*
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 9.1M FY19 = 9.2M FY18 = 9.8M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 5 Government Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining Government Account Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government account managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government account managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Grounds Maintenance Equipment Contract, the government account managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.	*
24	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
25	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>John Deere will serve Sourcewell member agencies in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows:</p> <ol style="list-style-type: none"> 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order. 	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*

30	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?	John Deere will serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. <p>A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will play a key role in working with and supporting the John Deere Government Account Managers, by helping the Account Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Account Managers will be a valuable tool. Because the Account Managers have a strong relationship with the John Deere dealers, the account managers will help the dealers understand the contract and market it in their particular areas. The account managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcwell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.
37	Describe any technological advances that your proposed products or services offer.	<p>Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers.</p> <ol style="list-style-type: none"> 1. Available in a 60- or 72-inch cutting widths, 2. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. 3. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased. 4. The unique design also helps minimize the amount of debris blown onto the operator. 5. Allows operators to mow closely around fixed objects with either side of the deck. <p>Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award</p> <ol style="list-style-type: none"> 1. Quik-Knect System Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. 2. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. 3. Developed to help increase operator ease and enhance productivity. 4. Operators slide the tractor and implement connectors together until they click into place. <p>Commercial Walk Behind Mowers Recognized with 2020 AE50 Award</p> <ol style="list-style-type: none"> 1. AE50 awards highlight the most innovative designs in product engineering. 2. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. 3. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: <ol style="list-style-type: none"> 1. Reduce environment impact including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards. <ol style="list-style-type: none"> 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere)
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: <ol style="list-style-type: none"> 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought.
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	John Deere is only submitting equipment manufactured by John Deere.	*
47	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.	*
48	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 4% to 24% off Current MSRP.
55	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere can offer “Sourced Goods” to Sourcewell Members. What Sourcewell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include:</p> <p>Residential Zero-Turn Radius Mowers & Equipment Lawn Tractors & Equipment Garden Tractors & Equipment Equipment for Lawn & Garden Tractors Commercial Walk-Behind Mowers & Equipment Commercial Zero-Turn Radius Mowers & Equipment Commercial Front Mowers & Equipment Commercial Wide Area Mowers & Equipment Compact Utility Tractors & Equipment Equipment for Commercial Mowing Products Equipment for Compact Utility Tractors Mid-Size Utility Vehicles & Equipment Full-Size Utility Vehicles & Equipment Traditional Utility Vehicles & Equipment HPX Utility Vehicles & Equipment Implements for Utility Vehicles TerrainCut Mowers & Equipment Special Application Vehicles & Equipment Aercore & Equipment Debris Maintenance & Equipment Frontier Implements and Attachments</p> <p>Our independent dealer network will provide aftermarket services upon request.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>List of subcategory products John Deere will offer within this RFP include:</p> <p>Material Handling Attachments (Loaders, Backhoes, Mower Decks, Rotary Tillers, Snow Blowers) Frontier Attachments (Cotton, Cutting/Mowing, Hay & Forage, Landscape, Livestock, Material Handling, Planting & Seeding, Snow, Sprayers, Tillage)</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	See uploaded Price Schedule and Price Pages.pdf.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input type="radio"/> Yes <input checked="" type="radio"/> No	John Deere is not providing parts, service or warranty programs as part of its RFP response. However, Sourcewell members will be able to purchase parts and other service programs directly from the John Deere dealers.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2021 and beyond includes this discussion.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	John Deere relies heavily on applicable safety standards as published by the International Standards Organization (ISO), the American National Standards Institute (ANSI), the American Society of Agricultural and Biological Engineers (ASABE), European Committee for Standardization (CEN), and other organizations. Our goal is to meet or surpass the intent of these standards. As part of our design process, we ensure safety information appears in pre-delivery instructions, operator's manuals, technical manuals, and other service publications. In addition, safety instructions in the form of safety signs are affixed to the product to appropriately warn an operator of potential hazards. We also provide training resources such as videos, posters, brochures, and guides.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT
TO
CONTRACT #031121-DAC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Deere & Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 30, 2021, through April 30, 2025, (Original Agreement).

The parties wish to amend the Contract to add:

Upon a Dealer’s acceptance of this Contract’s Terms and Conditions, Supplier authorizes Dealers to sell directly to Participating Entities; this includes accepting Purchase Orders and Invoicing Participating Entities. In the event a Dealer does not accept this Contract’s Terms and Conditions, Supplier may sell directly to Participating Entities.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

Deere & Company

By: DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

By: DocuSigned by:
Andrew Roman
E2D8D7D6435C47C...
Andrew Roman

Title: Director of Operations & Procurement/CPO

Title: Contract Administrator

Date: 7/12/2022 | 9:09 PM CDT

Date: 7/12/2022 | 11:17 AM CDT

Approved:

By: DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 7/12/2022 | 9:10 PM CDT

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 #031121-DAC WITH RDO AGRICULTURE EQUIPMENT CO. FOR THE PURCHASE OF A JOHN DEERE 4066R COMPACT UTILITY TRACTOR IN A NOT-TO-EXCEED AMOUNT OF \$68,135.02 FOR THE PUBLIC WORKS STREETS AND WASTEWATER DIVISION; AND 2) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP TO \$6,813.50 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 utilizes a utility tractor to assist with weed abatement of vacant lots, creeks and channels citywide, which has been in service since 2009 and has exceeded its useful life of fifteen (15) years and is scheduled to be replaced; and

WHEREAS, the City of National City has an opportunity to piggyback onto the Sourcewell Contract # 031121-DAC with RDO Agriculture Equipment Co. to allow for the purchase of a John Deere 4066R Compact Utility Tractor; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the Sourcewell Contract # 031121-DAC with RDO Agriculture Equipment Co. 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 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 # 031121-DAC with RDO Agriculture Equipment Co. for the purchase of a John Deere 4066R Compact Utility Tractor for the Public Works Streets and Wastewater Division in a not-to-exceed amount of \$68,135.02.

Section 2: That the City Council hereby authorizes the City Manager to approve adjustments of up to \$6,813.50 to the not-to-exceed amount for the purchase as a 10% contingency for unforeseen fluctuations in pricing.

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

PASSED and ADOPTED this 20th 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 and Community Services
Prepared by: Danielle Ghio, Acting City Librarian
Meeting Date: Tuesday, August 20, 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) Two-year Grant in the Amount of \$20,000 for FY 2025 and \$20,000 for FY 2026 to Fund the National City Public Library’s ESL Program for Fiscal Years 2025 and 2026, and Authorizing the Establishment of a Library Grants Fund Appropriation of \$20,000 for FY 2025 with a Corresponding Revenue Budget.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Approved by Board of Library Trustees at the regular meeting of August 7, 2024.

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 and 2023-2024 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 294 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.

This CLLS grant is awarded in one payment of \$20,000 for FY 2025 and in one payment of \$20,000 for FY 2026. Funds will pay for part-time staff costs and instructional materials and supplies.

FINANCIAL STATEMENT:

Approval of the Resolution would authorize the establishment of a Library Grants Fund appropriation of \$20,000 for FY 2025 with a corresponding revenue budget. The grant award for FY 2026 will be reflected in the City's budget for FY 2026.

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:

1. State Library Award Letter Agreement and Certificate of Compliance
2. Resolution



26 January 2024

Danielle Ghio
National City Public Library
1401 National City Blvd.
National City, CA, CA 91950

Dear Ms. Ghio,

We're pleased to provide funds to support your English as a Second Language program and the important work you, your staff, and your volunteers do for your community through the California Library Literacy Services program.

In 2021-2022, the state budget included \$15 million in one-time California Library Literacy Services funding for English as Second Language Services. These funds were to be allocated over a five-year period. This award letter provides a combined award covering Year Four and Year Five. Your total award is **\$40,000**.

Your award for the 2024-2025 fiscal year beginning July 1, 2024, is: **\$20,000**.

Your award for the 2025-2026 fiscal year beginning July 1, 2025, is: **\$20,000**.

Year Four award funds must be spent between July 1, 2024, and June 30, 2025, and must be fully expended by June 30, 2025.

Year Five award funds must be spent between July 1, 2025, and June 30, 2026, and must be fully expended by June 30, 2026.

All funds must be spent in accordance with your approved budgets included in this award packet. Additionally, all California Library Literacy Services English as a Second Language funds must be *fully* expended by June 30, 2026, in accordance with the timeframe dictated by the California State Legislature.

Please review the [California Library Literacy Services Allowable and Unallowable Expenses](#) guidelines to ensure that program expenditures are consistent with the California Library Literacy Services allowable expenses. If you have any questions about expenses or expending your award funds, please contact Allyson Jeffredo at 916-603-6709 or Allyson.Jeffredo@library.ca.gov.

To strengthen your program, we strongly encourage your program staff to develop and maintain community partners, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium, and participate in library literacy

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

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



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](#).


Year Four and Year Five funding will be distributed in separate claim processes:

- The payment process for your Year Four funding 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.
- The claim process for Year Five funding will begin after the successful completion of the 2024-2025 CLLS Mid-Year Report. Once the report is complete, the payment process for your Year Five funding will begin when we receive your completed and signed budget modification form (if needed), claim form, and certification form. 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
State Fiscal Office, stategrants.fiscal@library.ca.gov
Mikki Vidamo, mvidamo@nationalcityca.gov

Enc: Re: ESL21-4-34: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

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) TWO-YEAR GRANT IN THE AMOUNT OF \$20,000 FOR FY 2025 AND \$20,000 FOR FY 2026 TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S ESL PROGRAM FOR FISCAL YEARS 2025 AND 2026, AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$20,000 FOR FY 2025 WITH A 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 294 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 a two-year California Library Literacy Services grant in the amount of \$20,000 per year for fiscal years 2025 and 2026 to fund an English as a Second Language (ESL) Program for our community residents; and

WHEREAS, staff recommends the establishment of a Library Grants Fund appropriation of \$20,000 for fiscal year 2025 with a corresponding revenue budget; and

WHEREAS, the grant award for fiscal year 2026 will be reflected in the City's budget for fiscal year 2026.

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 California Library Literacy Services (CLLS) two-year grant in the amount of \$20,000 for FY 2025 and \$20,000 for FY 2026 to fund the National City Public Library's ESL program for fiscal years 2025 and 2026 and authorizes the establishment of Library Grants Fund appropriation in the amount of \$20,000 for FY 2025 with a corresponding revenue budget.

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

PASSED and ADOPTED this 20th 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 Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Dispense with Certain City Council Meetings Scheduled for November 2024, December 2024, and January 2025, per City Council Policy No. 104 and Schedule Special Meeting in November 2024.

RECOMMENDATION:

Approve by Council Motion to Dispense with, and Schedule Special Meetings as recommended by staff.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Municipal Code Section 2.04.010, Regular Meetings of the City Council shall be held on the First and Third Tuesday of each month.

The City Council approved work furlough will result in City Hall being closed from Monday, December 23, 2024, through Friday, January 3, 2025. City Staff will return to City Hall Monday, January 6, 2025.

In order to provide the public with the proper notice of 72 hours, it is recommended that the City Council adopt a motion dispensing with the meetings as follows:

1. Cancel regular meeting of Tuesday, November 5, 2024 – Election Day per City Council Policy No. 104

Section III Meetings – (K) Holidays or Elections: In the event that a regular meeting of the City Council is scheduled on the same day as a legal holiday, or an **election day on which a National City candidate or National City measure appears on the ballot, no meeting will be held that week.** Any regular meeting may be dispensed with by a majority vote of the City Council.

2. Schedule Special Meeting – Tuesday, December 10, 2024, to Certify the Election, and Administer the Oath of Office to newly Elected Councilmembers for Districts 2 and 4.
3. Cancel regular meeting of Tuesday, December 17, 2024 -- the Special Meeting on December 10, 2024 will serve as the second meeting for the month of December.

4. Cancel regular meeting of Tuesday, January 7, 2025 – Would not allow the 72-hour notification of meeting required by law. The City’s staff do not return to work until Monday, January 6, 2025.
5. Schedule Regular Meeting, Tuesday, January 21, 2025.

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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:

Not Applicable



AGENDA REPORT

Department: Human Resources
Prepared by: Lydia Flores-Hernandez, Human Resources Director
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Insurance Brokerage Services for Employee Benefits

RECOMMENDATION:

Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with Alliant Insurance Services, Inc. for Insurance Brokerage Services for Employee Benefits.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City utilizes the services of a consultant/broker of record for providing health, dental, vision, life, accidental death and dismemberment, and short-term/ long-term disability insurance for its employees. The broker additionally assists the City with its optional benefits such as voluntary life, accidental death and dismemberment, and short-term/ long-term disability insurance, and Section 125 flexible spending accounts. The city currently has an agreement with HUB International to act as broker of record. That agreement is in its final year of renewals. As such City staff initiated a Request for Proposals (RFP) process in May 2024. In all, five responses to the RFP were received. After reviewing the proposals, the five firms were invited to present their proposals to an interview committee that consisted of City staff and representatives of each of the employee bargaining units. After the presentations, the committee unanimously recommended Alliant Insurance Service, Inc., as the consultant of choice to provide these services. The firm was chosen based upon their understanding of the industry in general and their comprehensive package of broker services.

Under the terms of the proposed agreement, the firm will be paid on a commission basis, which is consistent with typical industry practices. The contract’s duration will be two years with the ability for three one-year extensions. Based on the committee’s recommendation, staff have prepared an agreement with Alliant for consideration of approval by the City Council. If approved, Alliant will assume the role as the City’s consultant/broker of record effective September 1, 2024, and Alliant will work with the City for health and welfare insurance renewals to be effective February 1, 2025.

FINANCIAL STATEMENT:

Fees will be paid to the insurance broker on a commission basis by the City’s employee benefits providers. In turn, these fees are incorporated into the rates charged to the City and its employees for the various employee benefit coverages.

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 - Resolution

Exhibit B – Agreement

Exhibit C – Alliant RFP Response

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE BROKERAGE SERVICES FOR EMPLOYEE BENEFITS.

WHEREAS, in order to provide robust but cost-effective benefits to its employees including, but not limited to, health, dental, vision, life, accidental death and dismemberment, and short-term/long-term disability insurance, the City of National City (“City”) desires to employ a consultant to provide insurance brokerage services for such employee benefits; and

WHEREAS, based on the need for specialized services, the City’s Human Resources Department issued a Request for Proposal (“RFP”) for insurance brokerage services; and

WHEREAS, the City received five (5) proposals from various firms; and

WHEREAS, staff reviewed the proposals and, based on the strength of its proposal, scored evaluations, negotiations, and their understanding of the industry in general and their comprehensive package of brokerage services, City staff recommends executing a two-year agreement with the option for three (3) one-year extensions with Alliant Insurance Services, Inc. to provide insurance brokerage services for employee benefits.

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

Section 1: That the City Council hereby authorizes the Mayor to execute a two-year agreement with Alliant Insurance Services, Inc. for insurance brokerage services, with the option for up to three (3) one-year extensions. The Agreement is attached to the Agenda Report as Exhibit B.

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

PASSED and ADOPTED this 20th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ALLIANT INSURANCE SERVICES, INC.**

THIS AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and ALLIANT INSURANCE SERVICES, INC., a California corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide insurance brokerage services.

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

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

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

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall not become effective and binding until fully executed by both the CITY and CONSULTANT. The duration of this Agreement is from September 1, 2024 through August 31, 2026. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three (3) one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

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

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

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Human Resources Director hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Karyn Goodsite thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly broker commissions built into the employee benefit plans. CONSULTANT's commission is based upon percentages negotiated with various insurance companies and paid directly to the CONSULTANT by such insurance companies. The commission percentages and annual dollar equivalents shall be disclosed to the CITY annually. CONSULTANT's commission shall not exceed current commission percentages being paid for plan year 2024 as described in Exhibit "A".

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

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

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

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

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

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 15, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

13. **DRUG FREE WORKPLACE.** The CONSULTANT 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 CONSULTANT pursuant to this Agreement shall contain this provision.

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

15. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. Similarly, CITY shall use commercially reasonable efforts to prevent disclosure or use of CONSULTANT’s confidential or proprietary information, except as authorized in this Agreement. The CONSULTANT shall treat

all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the receiving party, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the receiving party, without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the receiving party, by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

Notwithstanding anything to the contrary in this Agreement, if a party is required to disclose confidential information of the other party by a valid order of a court or governmental agency with proper jurisdiction or otherwise by law or regulation, the receiving party shall, if allowed by law, give the other party sufficient advance notice so that the such party may seek a protective order or employ other lawful means to avoid or limit disclosure at such party's own cost and expense.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 16.

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

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

17. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONSULTANT’S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONSULTANT’s employees hereby waive any claims to benefits or compensation described in this Section 17. This Section 17 applies to CONSULTANT notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

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

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

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

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

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000

combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

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

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

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

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 19 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 ten-thousand dollars (\$10,000) must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 19, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

21. **TERMINATION.**

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

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

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

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

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

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

To CITY: Lydia Flores-Hernandez
Human Resources Director
Human Resources Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Karyn Goodsite
Vice President, Consultant
Alliant Insurance Services, Inc.
333 S. Hope Street, Suite 3750
Los Angeles, CA 90071

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

23. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process, or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT

represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

The CONSULTANT shall be strictly liable to the CITY for all damages, costs, or expenses the CITY may suffer by virtue of any violation of this Section 23 by the CONSULTANT.

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

25. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 19 and the indemnification and hold harmless provision of Section 16 of this Agreement.

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

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

CITY OF NATIONAL CITY

ALLIANT INSURANCE SERVICES, INC., a California corporation

(Corporation – signatures of two corporate officers required)

By: _____
Ron Morrison, Mayor

By: ^{Signed by:} Michael Menerey
Michael Menerey
Executive Vice President, Consultant

Date: _____

Date: 8/13/2024

APPROVED AS TO FORM:

By: ^{Signed by:} Karyn Goodsite
Karyn Goodsite
Vice President, Consultant

Date: 8/13/2024

By: _____
Barry J. Schultz
City Attorney

Date: _____

CONTACT INFORMATION

CITY OF NATIONAL CITY
1243 National City Boulevard
National City, CA 91950-4397

Phone: (619) 336-4309
Fax: (619) 336-4303
Contact: Lydia Flores-Hernandez
Title: Human Resources Director
Dep.: Human Resources
Email: lhernandez@nationalcityca.gov

ALLIANT INSURANCE SERVICES, INC.,
333 S. Hope Street, Suite 3750
Los Angeles, CA 90071

Phone: 951-897-1184
Fax:
Contact: Karyn Goodsite
Title: VicePresident, Consultant
Email: kayn.goodsite@alliant.com
Taxpayer I.D. No.: 33-0785439



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2024

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

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

PRODUCER Alliant Insurance Services, Inc. 560 Mission St., 6th Floor San Francisco CA 94105 License#: 0C36861 ALLIHL-01	CONTACT NAME: Heather Shoemaker Williams PHONE (A/C No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: AlliantCorporateCerts@alliant.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insuranc</td> <td style="text-align: center;">20702</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : ACE American Insurance Company	22667	INSURER C : ACE Fire Underwriters Insuranc	20702	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 270016645** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			36053943	3/1/2024	3/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Deductible</td><td style="text-align: right;">\$ 0</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Deductible	\$ 0
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73626536	3/1/2024	3/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ n/a			78186770	3/1/2024	3/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 25,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 25,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 25,000,000	AGGREGATE	\$ 25,000,000		\$								
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B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71756712 71832959	3/1/2024 3/1/2024	3/1/2025 3/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation & Employers Liability Coverage consisting of the following programs:
 71832959 (WC- OR, WI), ACE Fire Underwriters Insurance Company (NAIC#20702), 3/1/2024-3/1/2025
 71756712 (WC- All Other States, except monopolistic states of OH, WA, WY, ND - Stop Gap/Employers Liability coverage only.)
 Re: Contract #20-10690
 CalOptima's officers, officials, directors, employees, agents, and volunteers are named as Additional Insureds as respects to General Liability and Auto Liability in which coverage afforded by these policies to the Additional Insureds is primary and non-contributory as required by written contract, per the attached carrier endorsements. Waiver of subrogation applies to General Liability, Automobile Liability and Workers Compensation in favor of CalOptima's officers, officials, directors, employees, agents, and volunteers where allowable by law.
 See Attached...

CERTIFICATE HOLDER CalOptima 505 City Parkway West Orange CA 92868	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: ALLIHOL-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Alliant Holdings, L.P. Alliant Insurance Services, Inc. 18100 Von Karman Ave., 10th Floor Irvine CA 92612	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

30 Days Notice of Cancellation except 10 Days for Non-Payment is provided for General Liability, Automobile Liability and Workers Compensation per attached endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ALLIANT HOLDINGS, L.P.</p> <p>Endorsement Effective Date: 03/01/2024</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: (24) 7362-65-36

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY

Address:

Under Common Policy Conditions the following condition is added:

NOTICE OF CANCELLATION – SCHEDULED PERSON(S) OR ORGANIZATION(S)

When we cancel this policy we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

POLICY NUMBER: (24) 7362-65-36

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ALLIANT HOLDINGS, L.P.</p> <p>Endorsement Effective Date: 03/01/2024</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ANY PERSON(S) OR ORGANIZATION(S) WHERE REQUIRED BY WRITTEN CONTRACT</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Policy Conditions

Endorsement

Policy Period M□□□□□□2□24□□□□ M□□□□□□2□25

Effective Date M□□□□□□2□24

Policy Number 3605-39-43 NBO

Insured ALLIANT HOLDINGS, L.P.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued M□□□□□□2□24

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy we will notify person(s) or organizations(s) shown in the Schedule at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s): ANY PERSON(S) OR ORGANIZATION(S) OR CERTIFICATE HOLDER(S) ON FILE WHERE REQUIRED BY WRITTEN CONTRACT.

Address: -

All other terms and conditions remain unchanged.

Conditions
(continued)

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. Q.", written over a horizontal line.

Liability Insurance

Endorsement

Policy Period MAR 1, 2020 To MAR 1, 2020

Effective Date MAR 1, 2020

Policy Number 3033 NO

Insured A H d, L.P.

Name of Company D RAL INS RAN C OMPAN

Date Issued MAR 1, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Designated Person Or Organization

Persons or organizations designated in the Schedule below are **insureds** with respect to liability arising out of your operations, but only for your negligence with respect to your operations and only if you are contractually obligated to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs after your contractual obligation to them ends.

If other insurance is available to the persons or organizations described in the Schedule below for damages insured under this policy, this insurance will apply on a primary basis and we will not seek contribution from the other insurance available to such persons or organizations.

SCHEDULE

Designated Person or Organization:

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

Policy Period M□□□□□□2□24 □□□□□□M□□□□□□2□25

Effective Date M□□□□□□2□24

Policy Number 3605-39-43 NBO

Insured ALLIANT HOLDINGS, L.P.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued M□□□□□□2□24

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. K. W.", written over a horizontal line.



Liability Insurance

Endorsement

Policy Period M□□□□□□2□24 □□□□ M□□□□□□2□25

Effective Date M□□□□□□2□24

Policy Number 3605-39-43 NBO

Insured ALLIANT HOLDINGS, L.P.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued M□□□□□□2□24

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. K. W.", written over a horizontal line.

Workers' Compensation and Employers' Liability Policy

Named Insured ALLIANT HOLDINGS, L.P. 18100 VON KARMAN AVE, 10TH FLOOR IRVINE, CA 92612	Endorsement Number
	Policy Number Symbol: Number: (25) 7175-67-12
Policy Period 03-01-2024 TO 03-01-2025	Effective Date of Endorsement 03-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**EARLIER NOTICE OF CANCELLATION
OR NONRENEWAL PROVIDED BY US**

A. Under Condition D. Cancellation of Part Six, the time period is amended as follows:

We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
2. 30 days before the effective date of cancellation if we cancel for any other reason.

B. Under Part Six - Conditions of the policy, the following is added:

Notice of Nonrenewal

When we do not renew this policy, we will mail or deliver to you written notice of the nonrenewal at Least 30 days before the expiration date. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

SCHEDULE

ANY PERSON OR ORGANIZATIONS ON FILE WHERE REQUIRED BY WRITTEN CONTRACT

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ALLIANT HOLDINGS, L.P. 100 ON ARMAN AVE, 10TH FLOOR IRVINE, CA 92612	Endorsement Number
	Policy Number Symbol: WLR Number: (25) 7175-67-12
Policy Period 03-01-2024 TO 03-01-2025	Effective Date of Endorsement 03-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2023

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

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PRODUCER License # 0C36861 Alliant Insurance Services, Inc.	CONTACT NAME: michele.rodriguez@alliant.com PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability			MKLV7PL0006120	12/15/2023	12/15/2024	Each Claim/Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This is a Claims Made Policy.

Evidence of insurance.

CERTIFICATE HOLDER <p style="text-align: center;">For informational purposes only</p>	CANCELLATION <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE <i>Frank T. Podilly</i></p>
---	---

Exhibit A

Scope of Services

1. **Plans and Lines of Coverage.** The Scope of Services applies to the Client's following current group benefits programs. Core benefits included:

- Medical benefit plans
- Dental benefit plans
- Vision benefit plans
- Employee Assistance Programs
- Life and Accident insurance plans
- Disability insurance plans
- Administrative plans (does not include provision of actual TPA services)
 - Flexible Spending Accounts
 - Health Savings Accounts (HSA)
 - Health Reimbursement Arrangements (HRA)
 - COBRA
- Wellness plans
- Voluntary benefits plans

a. Standard Services

Service	Frequency
<u>Overall Strategy</u>	
Set/review goals and objectives against financial strategies	Annually
Evaluate market trends, competitive environment, and culture	Annually
Develop/refresh multiyear strategic glide path and financial plan to support goals and objectives	Annually
Benchmark plan designs, costs and contributions	Annually
Facilitate planning meetings and prepare executive-level documents as necessary	Annually
Develop and manage service/benefit calendar	Annually
<u>Financial and Renewal Management</u>	
Deliver expected vs. budget reports including claim experience, fixed fees, and high cost claims	Annually
Prepare pre-renewal analysis to inform renewal strategy	Annually
Initiate renewals with vendors, negotiate annual rates and terms and conditions	Annually
Model employee contributions	Annually
Develop budget projections	Annually
<u>Marketing and Placement Support</u>	
Prepare request for proposals (RFP) - evaluate potential vendors and develop bid specifications	As needed
Conduct detailed bid analysis – compare financial and quality responses, review plan designs, evaluate alternative cost and funding alternatives, negotiate performance guarantees	As needed
Facilitate finalist meetings and scorecard analysis; negotiate best and final rates	As needed
Implementation support: facilitate project plan management, review administrative agreements and contract terms and conditions	As needed
<u>Vendor Management</u>	
Manage and regularly evaluate insurance carrier and service provider relationships	Ongoing
Conduct utilization review meetings	Annually
Support escalated claim or plan design issues	As needed
Review plan document changes (contracts, policies, SBCs)	Annually
<u>Health, Well-being and Productivity</u>	
Develop well-being strategy (including incentive design) in combination with annual benefit objective setting and strategy discussions	Annually

Service	Frequency
Assist in navigating the vendor landscape as it pertains to well-being programs and point solutions	Ongoing
Support marketing of vendors	As needed
Provide access to standard communication toolkit including monthly newsletter, annual communications calendar, health educational flyers and pamphlets on relevant health conditions and well-being initiatives	As needed
Share clinical opinion guides and infographics on common topics such as preventive care, cancer, diabetes, stress, screenings and biometrics	As needed
Support annual review of program engagement, participation and outcomes reports and provide feedback and recommendations	As needed
Provide templates for employee and employer surveys and assessments	As needed
<u>Compliance</u>	
Offer ongoing education through webcasts, podcasts, white papers, and legislative alerts	Ongoing
Provided daily Q&A support by designated Alliant compliance consultant on client's group health plan compliance questions, e.g. ERISA, COBRA, HIPAA, ACA, section 125, etc.	Ongoing
Prepare 5500s, SARs, and PCORI fees	Annually
Provide consolidated annual notices package that includes the main Federal requirements including Medicare Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
Provide template documents for ERISA compliance including wrap plan documents, SPD's, Summary Material Modifications, COBRA model notices, customizable HIPAA Privacy and Security policies and procedures	As needed
<u>Communications</u>	
Facilitate communication strategies for open enrollment and new hires	Annually
Assess current communication materials provided by vendors and developed in-house	Annually
Draft open enrollment materials based on Alliant's template materials including announcement letter/email, open enrollment PowerPoint, benefit guides	Annually
Provide consolidated annual notices package that includes the main Federal requirements including Medicare Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
Coordinate vendor materials and supplies to support open enrollment	Annually
Provide access to library of videos and educational materials	As needed
<i>Optional/Additional Communications Services:</i>	
Create custom employee communication campaign and electronic materials \$600 per hour	As needed
Offer professional voiceover recordings \$600 per hour	As needed

Service	Frequency
Conduct open enrollment meetings and/or virtual or live benefits fairs (vendor costs passed through to client)	Annually
Offer mobile technology application/portal for employee	Annually
Alliant Medicare Solutions including provision of educational materials and decision support for employees eligible for Medicare via employer-specific toll-free number – base service is no cost, buy-up option is additional cost	Ongoing

b. Analytics Services

Service	Frequency
<u>Financial Services</u>	
Underwriting service and support on fully-insured medical, dental, and vision plans, including models and assumption recommendations	As needed based on data availability
Migration analysis, including advice on potential enrollment changes based on plan structure	Once annually
Contribution analysis, including advising on potential employee contribution structure to achieve strategic goals	Once annually
Plan design change analysis	As needed

Service Guarantee: To illustrate our commitment of quality service to the City, Alliant is willing to place 10% of our annual consulting compensation at risk. Listed above are the proposed categories of the Service Guarantee:

- Execution of Scope of Work (50%) –The City’s satisfaction with deliverables in the Scope of Work
- Service and Support (50%) - Service and support of the City with decision making tools, attendance at meetings, and assistance for any implementation of new benefits/products and transition of carriers.

At any time, the City can invoke the terms of the guarantee. All categories are based solely on client satisfaction level.

COMPENSATION DISCLOSURE

As consideration for the Services Alliant provides pursuant to this Agreement, Alliant will receive the compensation set forth below. To the extent applicable, this compensation information is disclosed pursuant to ERISA section 408(b)(2), and in order for Client to comply with its fiduciary duty under ERISA to determine the reasonableness of the compensation Alliant will receive under the Agreement.

Alliant will receive commissions as a percentage of premium for Medical, dental, vision, life, disability, employee assistance plan and voluntary coverages (ex. voluntary life, accident, critical illness, etc.) that are applicable under this agreement. Alliant will take over current levels of commissions built into these products.

1. Indirect Compensation.

- a. **Contingent Commission Opt Out.** As set forth above, Alliant may receive income as a result of contingent commission agreements with certain insurance carriers. Client may opt-out of having its plan premiums included in the calculation of these contingent commissions by accessing the "opt-out" form from the link on Alliant's website: <http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The parties acknowledge that these commissions, if any, are determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information related to the carriers' decision-making process on the payment of these contingent commissions is solely within the discretion of each insurance carrier. Note that if your organization has opted out of contingent or override commissions, Alliant returns those commissions to the carrier per the opt-out request, if received.
- b. **Noncash Compensation.** Alliant may, as is standard in the industry, receive certain non-cash compensation from Plan insurance carriers, vendors, and service providers that is not connected to any particular employer plan or Alliant client. Provision of non-cash compensation is solely within the discretion of the entity providing Alliant the non-cash compensation. This compensation can include gifts valued at less than \$100 annually, an occasional dinner, or ticket to a sporting event, or other entertainment, or reimbursements in connection with educational meetings or training events, client workshops or events, or marketing or advertising initiatives. Plan vendors, insurance carriers, and service providers may also occasionally pay or reimburse Alliant for the costs associated with, education or training events that certain Alliant team members attend, and for Alliant sponsored conferences and events.
- c. **Changes in Compensation.** As required under ERISA 408(b)(2), Alliant will provide timely, updated disclosures for any changes in the compensation set forth above.
- d. **Changes in Services.** If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this Section 1 will be adjusted accordingly.
- e. **Disclosure by Other Plan Service Providers.** Any other plan service provider that is subject to the 408(b)(2) disclosure requirements is required to make its own independent 408(b)(2) disclosure and any such disclosure is not included in this Agreement.



Section I: Title Page

City of National City

RFP EMPLOYEE BENEFIT BROKERAGE CONSULTING SERVICES

Alliant RFP Response - COPY

June 20, 2024

Michael Menerey

Executive Vice President, Consultant

Phone: (213) 270-0972

Email: MMenerey@alliant.com

Headquarters: 18100 Von Karman Avenue, 10th Floor, Irvine, CA 92612

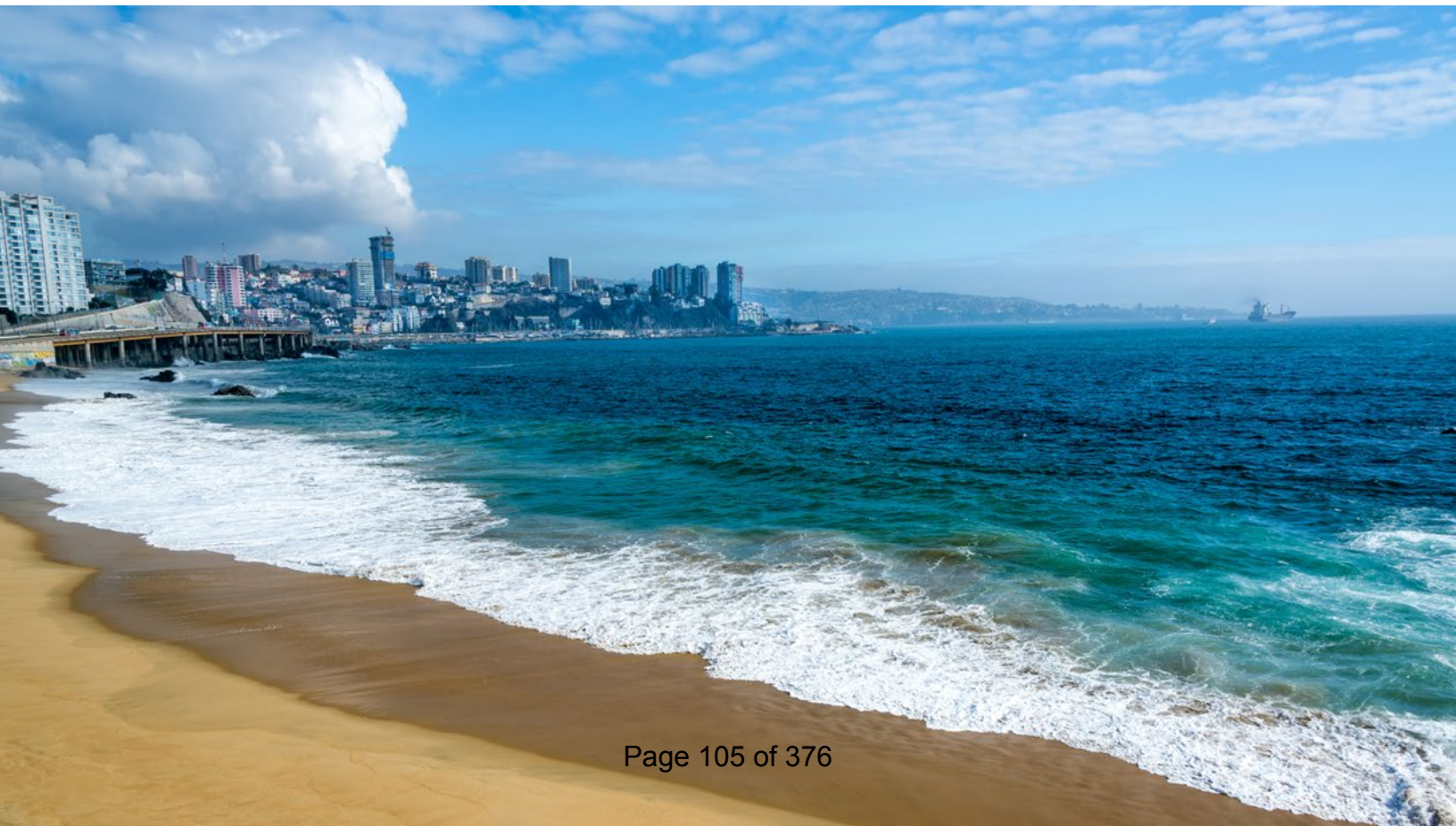
Servicing Office: 333 S. Hope Street, Suite 3750, Los Angeles, CA 90071

Karyn Goodsite

Vice President, Consultant

Phone: (951) 897-1184

Email: Karyn.Goodsite@alliant.com



Confidentiality and Disclosure Notices

CONFIDENTIALITY

The information contained in this proposal, including the Exhibits, is the confidential and proprietary information of Alliant Insurance Services, Inc. (Alliant) and is protected by trade secret and other applicable laws. The recipient of this proposal agrees that this information will only be used in connection with the review and consideration of this proposal and may not be copied or shared with any other person or entity other than the recipient. If the recipient is requested, whether by subpoena, court order, public records or freedom of information request, to disclose any part of this proposal, the recipient shall promptly notify Alliant of such request, prior to any disclosure, so that Alliant can, at its option, take steps to protect the confidential and proprietary information contained in this proposal. The breach of this confidentiality obligation may result in irreparable harm to Alliant and, as such, the recipient acknowledges and agrees that Alliant shall be entitled to pursue all available legal and equitable remedies, including injunctive relief, without the requirement to post a bond, in the event of a breach.

DISCLAIMERS AND DISCLOSURES

Changes in Services: If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this RFP response will be adjusted accordingly.

Transparency and Disclosure: Upon Client's reasonable request, Alliant will disclose Commissions it receives, where possible, in connection with any insurance placements on behalf of Client under Alliant's "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, Alliant's conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Alliant's clients.

Services Included in Cost of Premium: In addition to the compensation described in this RFP response, Alliant and/or its related entities may receive additional compensation for underwriting, program administration, and other services that are (a) provided to either Client or the insurance carrier, (b) not contracted for directly by Client, and (c) outside the Scope of Services. This additional compensation, if any, will be included in the cost of the premium Client pays to the carrier and accordingly, will create no additional cost for Client. Notwithstanding this paragraph, any services contracted for directly by Client may be subject to additional costs.

Indirect Income: With exception, Alliant may also receive income because of a contingent or supplemental income agreement with the insurance carriers. Client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: <http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The parties acknowledge that indirect income, if any, is determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion.

Section II: Cover Letter and Executive Summary

6/20/2024

City of National City

Lydia Flores-Hernandez

Human Resources Director

140 E. 12th Street, Suite A National City, CA 91950

Dear Lydia,

On behalf of Alliant Insurance Services, Inc., it is our intent and formal interest in applying for this RFP Employee Benefit Brokerage Consulting Services for City of National City (hereafter the City). Our desire is to serve as a business partner on two fronts – first, by working alongside your leadership to create and maintain the most optimal benefits offering for improving health outcomes; and second, by complimenting the resources and knowledgebase of your Benefits team with our flexible solutions, high-touch service model, and vast offerings.

Why should the City of National City engage this firm?

- **Strategic Partnership** – We are confident that we are best positioned to partner with the City to deliver high value to your organization, your team members & their family members.
- **Multi-Year Strategic Plan:** Benefits program management is not a one-time event, but an ongoing journey. Alliant will, in collaboration with the City, develop a multi-year employee benefits strategy aligned with the City's goal of maintaining a competitive total reward offering while managing overall cost.
- **Public Agency Experience:** Alliant understands the unique challenges and issues that public agencies deal with daily. Through our work with Cities, Counties, and various special districts, we bring expertise in collaborating with employee benefits committees to provide education and help their constituents to make informed decisions that ensure the future success of their respective health and welfare program.
- **Competitive Benefits Program:** We understand the importance that a benefit program can play in a total rewards strategy and your recruitment and retention efforts. We provide benchmarking specific to local cities and public agencies as well as marketplace intelligence on the latest trends so your benefit program can evolve to meet the needs of a rapidly changing workforce demographic.
- **Cost Management and Stability:** Our understanding of the culture, finances, mission and challenges facing public entities such as City of National City makes us uniquely positioned to best serve their benefits needs. Alliant will provide City of National City with the strategic options, access to exclusive pools and JPAs, proprietary programs, and innovative ideas so that you can maximize your benefits investment.
- **Proprietary Programs:** There are many firms that can design a benefit plan, underwrite a risk, and set contributions. But when it comes to unique solutions and proprietary programs to

manage claims trend and long-term costs, Alliant is years ahead of the competition. As an Alliant client, City of National City will have access to innovative programs such as the:

- Pooled Purchasing Programs via the PRISM JPA (www.prismrisk.gov) that are unavailable through other Brokers
- Alliant Pharmacy Programs
- Alliant Stop Loss Program
- Alliant Data Analytics

Service Excellence

- **Dedicated Service Team:** City of National City will have an experienced dedicated service team with decades of collective experience to execute on both strategic and tactical deliverables and to manage your program from plan design, financial modeling, holistic well-being, and regulatory compliance.
- **Employee Engagement:** We take a multi-generational approach in communicating and educating employees which allows them to receive information in the form that is best for them. Whether it is print, electronic, video, or via a smartphone app, we can ensure that your employees, from the C-suites to the production and field employees, will have the knowledge to make the best health care decisions for their family.

Alliant acknowledges that we will have a contractual responsibility with the City. Alliant Insurance Services Headquarters, 18100 Von Karman Avenue, 10th Floor, Irvine, CA 92612, (949) 756-0271. The contact person during the period of proposal evaluation is Karyn Goodsite, Vice President, Consultant. Her information is listed below.

By submitting a proposal, Alliant certifies that we have fully read and understand the RFP and have full knowledge of the scope, nature, and quantity and quality of the services to be performed. Alliant has reviewed the RFP and we confirm we meet all the minimum requirements and confirm that all information submitted is true and correct. Alliant's proposal will remain valid for 120 calendar days. We are both authorized to bind the firm and the proposed account team. If you should have any questions, please feel free to contact us at the email/phone listed below.

Sincerely,



Michael Menerey, Executive Vice President,
Consultant
Phone: (270) 213-0792
Email: mmenerey@alliant.com

Servicing Office: 333 S. Hope Street, Suite 3750, Los Angeles, CA 90071



Karyn Goodsite, Vice President, Consultant
Phone: (951) 897-1184
Email: karyn.goodsite@alliant.com

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EXHIBITS

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- [Exhibit 2](#)- Alliant Individual Health Solutions
- [Exhibit 3](#)- Voluntary Benefits Consulting
- [Exhibit 4](#)- Team Bios
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- [Exhibit 16](#)- Alliant DEIB and Philanthropy
- [Exhibit 17](#)- Alliant Redlines and Exceptions Summary

Section III– Firm information

a. Organizational structure of the firm, including the type of firm (individual, partnership, corporation, subsidiary, or government entity); and history, including number of years in existence, number and location of offices, total number of employees.

About Alliant: With history dating back to 1925. Alliant Insurance Services, Inc. (Alliant) is the 8th largest brokerage and consulting firm in the United States and is a private corporation that is majority employee owned. Our operational headquarters is in San Diego, California and our corporate headquarters is in Irvine, California. Alliant has 130+ offices throughout the United States. In addition to employee benefits products and services, Alliant provides property and casualty, workers' compensation, surety, and financial products and services to more than 27,000 clients nationwide. Our client base includes public entities, non-profit, higher education, tribal nations, and enterprises from industries including real estate, retail, healthcare, financial, energy and marine, law, construction, biotech and aviation, among others. The following illustrates Alliant's key statistics:



b. Names and titles of all principals/officers of the firm (name, title, phone number).

Alliant Employee Benefits is a division within Alliant Insurance Services, Inc., and overseen by a Board of Directors. The Board of Directors is comprised of Alliant Insurance's corporate executives including our Chairman and Chief Executive Officer (Tom Corbett), President (Gregory Zimmer), President of our National Brokerage Group (Ralph Hurst), and

three principals from our primary investor, Stone Point Capital. Alliant's Executive Management team reports to the Board of Directors through Chairman and Chief Executive Officer, Tom Corbett. The executive management board is comprised of our President, Chief Operating Officer, and Chief Financial Officer, along with the President of our National Brokerage Group, President of our Specialty Insurance Services, Chief Administrative Officer, and heads of our divisions. Alliant's primary divisions include Specialty group, Alliant Americas, and Employee Benefits. Together, our executive management team and division heads lead Alliant's nationwide offices with 12,400+ employees. Please see **Exhibit 1** for an Executive Leadership Organizational Chart of Alliant's Employee Benefits Division. The main phone number to Alliant's HQ office in Irvine, CA is (949) 756-0271

c. List applicable certifications and licenses and the associated numbers.

Alliant's Corporate License Number is CA License No. OC36861. We are happy to provide a copy upon request.

Section IV – Project-Related Experience

a. Describe the ability of your firm to provide local service to sites/offices located in National City.

We believe we are uniquely qualified to serve the City and make a positive impact on the employee benefits programs. Alliant will fulfill the proposed scope of services using internal staff and resources only. We do not require sub-contractors to execute the Scope of Work outlined in this RFP.

Dedicated Account Executive:

Adrianette (Yvette) Fields, GBA

AVP, Account Executive

Phone: (213) 213-0147

Email: Adrianette.Fields@alliant.com

Industry Experience since 1997

With Alliant: 2023

Dedicated Account Manager:

Nancy Mallaret

Account Manager

Phone: (213) 270-0976

Email: NMallaret@alliant.com

Industry Experience since 1995

With Alliant: 2008

Alliant Client Service Support: Alliant will function as a liaison between the City and all insurance carriers and third-party vendors. As part of our proposed services, your Alliant team will:

- Respond to and expedite resolution of all issues regarding contract administration, service provisions, benefits coverage, billing questions, and service delivery in a timely manner.
- Work with insurance carriers, providers, and network administrators to resolve claims disputes, eligibility and billing errors, contract discrepancies, and quality of care.

Your dedicated account team is available on demand to help resolve complicated administrative issues. In general, the types of issues escalated to Alliant fall into one of these categories:

- Carrier/vendor service or contract related
- Enrollment related and Claims related
- Benefits technology related
- Compliance related

b. How many years has your firm been providing health, dental, life and vision benefits services to municipalities?

Alliant Insurance Services, Inc. has a long history dating back to 1925. It was previously known as Robert F. Driver and underwent rebranding to become Alliant Insurance Services, Inc. in 2006. The company started working in the employee benefits field in 1971 and expanded its services to include the public sector in 1977.

c. List the municipalities your firm provided similar services for within the past three (3) years. Include the number of employees for each agency.

Alliant is a full-service brokerage and consulting firm that provides a variety of services to meet the needs of an entire range of client sizes, funding arrangements, and product configurations. Regardless of the size of our clients, Alliant does not follow a “one size fits all” approach. We provide custom solutions to our clients which is determined by the unique individual challenges that each client faces. The Alliant team will work with the City to determine culture and goals to curate a scope of services that aligns with your culture and meets your goals.

Below, is a condensed list of our Employee Benefit Brokerage and Consulting services **included** in our Proposed Scope of Services:

- **Alliant Individual Health Solutions (Exhibit 2)** is a new Alliant concierge program to help employees who are ineligible or cannot afford coverage for themselves or their dependents find affordable coverage and identify eligibility for premium subsidies, as applicable.
- **Renewals:** Alliant will represent the City in all negotiations with insurance providers, third party administrators, networks, vendors, etc. Alliant's size and market leverage allows us to leverage and negotiate from an extraordinarily strong position with the carriers.
- **Expert Representation at Benefit Committee Meetings.** Our experience in the Public Sector arena allows us to better serve you and to provide expert representation at your various meetings, including regular Benefit Committee Meetings. We understand the issues related to aligning multiple constituents, negotiating with unions, preserving benefits, and managing costs and contributions.
- **Carrier Relationships -** We pride ourselves in the strength of our carrier partnerships, which have allowed us to build several unique, proprietary programs with preferred pricing for our clients.
- **Vendor Management:** Alliant commands deference from key carrier partners due to our membership numbers. We optimize their service models to meet client requirements and obtain longer-term commitments. We ensure clients benefit financially from these commitments. Audits help identify and remedy shortcomings. Alliant develops performance standards and guarantees for benefit plan providers, monitoring results monthly and advising clients on vendor performance. We also perform claims operation audits to validate results and ensure compliance with negotiated plan provisions.

- **Voluntary Benefits Consulting (Exhibit 3)** - We believe that voluntary employee-paid benefit plans can augment and increase the perceived value of a core employee benefits program at no additional cost to employers. Alliant will advise on how to incorporate a wide range of enrollment, technology, and employee communication services with voluntary benefits.

Here is a list of additional Employee Benefits services. These services are *optional, and fees may apply*. Dedicated consultant is included and indicated if services are selected.

The Alliant team will work with the City to determine culture and goals to curate a scope of services that aligns with your culture and meets your goals.

- **LifeBalance:** LifeBalance is an Alliant company, offers a turnkey customizable, well-being focused discount network on a user-friendly platform. With LifeBalance, employees can enjoy more the things we all love – fun family time, health fitness, travel, electronics, apparel, the great outdoors, and a good deal.
 - Customizable and easy to implement, LifeBalance makes it easy to deliver comprehensive, well-being-focused employee discounts.
 - With over 20,000 recreational, cultural, well-being, and travel related vendors, the discount network ensure meaningful savings available to all, regardless of age, location, income, ability, and interests.
 - LifeBalance can assume management of existing employee discounts, ensuring those savings are current and listed on the discount platform.
- With a dedicated account manager and customer service team, clients and employees are fully supported, reducing work on HR and Benefit teams.
- **Alliant’s Absence, Disability, and Life (ADL) Practice (Exhibit 5)** provides end-to-end service from consulting to actuarial, to underwriting, fiscal management, clinical audits, claims review and forecasting, communications, and more. A full team of legal and compliance experts backs our ADL-focused team, too, helping you navigate the ever-expanding local, state, and federal regulatory environment.



Absence, Disability, and Leave Practice

Kevin Collins

Executive Vice President, ADL Strategy Team Lead

Phone: (312) 546-5637

Email: kcollins@abcsys.com

Industry Experience since 1985 With Alliant: 2018

- **Alliant Human Capital Consulting:** With tactical and strategic service offerings, we partner with you to fundamentally prepare and execute for the future through holistic people strategies that help solve your toughest HR, organizational development, and compensation challenges. [Exhibit 6.](#)



Jim Finkelstein

Executive Vice President, Managing Director, Alliant Human Capital

Phone: (415) 299-4456

Email: Jim.Findelstein@alliant.com

Industry Experience since 1976 With Alliant: 2022

- **Alliant's Employer Technology Consulting ([Exhibit 7](#)):** Our technology experts provide consulting for employer enablement technology including HRIS, Benefits (ben-admin), Payroll, Learning Management Systems (LMS) and more.



Matthew Kaiser, CEBS, MBA, SPHR

Senior VP, National Director, Employer Technology Consultant

Phone: (206) 690-5687

Email: Matthew.Kaiser@alliant.com

Industry Experience since 1998 With Alliant: 2021

- **Alliant Retirement Consulting ([Exhibit 8](#)):** Alliant's Retirement Consulting practice currently services approximately 500 clients with over \$10 billion in assets under management. Each retirement client has access to a dedicated staff to assist with matters related to investment strategy, client service, and compliance matters. We offer a comprehensive due diligence process to ensure that clients are meeting fiduciary obligations. Our core services fall under 3 main categories: Fiduciary Liability Reinforcement, Investment Services, and Vendor Search & Benchmarking.

Dedicated Consultant if services are elected.



Eric Kaufman

Senior VP, Consultant, Retirement Services

Phone: (661) 219-7263

Email: EDKaufman@alliant.com

Industry Experience since 1992 With Alliant: 2022

Benefits Advocacy (Exhibit 9): Your employees (and retirees) face many questions with the benefits you provide. Our Benefit Advocates are ready to help educate your people on the ins and outs of their plans and answering the tough questions with professionalism and industry-leading expertise.

Serving as a single point of contact for all benefit-related questions, Alliant Benefit Advocates are available via email or phone, support 240+ different languages, and provide the most comprehensive help when your people need it. Our Advocates assist with:

- Clarifying benefit-related questions
- Answering claims questions
- Solving prescription issues
- Providing enrollment and eligibility information
- Supporting Flexible Spending Account questions
- Providing support for COBRA-related issues
- Medicare questions

**Benefit advocates cannot answer questions on Workers' Compensation claims or Medicaid.*

Dedicated Consultant if services are elected.



Jackie Alvarez

Account Manager, Benefit Advocate

Phone: (949) 242-6283

Email: JAlvarez@alliant.com

Industry Experience since 2009 With Alliant: 2016

Alliant Medicare Solutions (AMS) is a white glove concierge service with a core focus on helping employers and employees navigate questions about Medicare and Medicare enrollment, as well as a host of other healthcare decision points. Without educational support, employees and spouses nearing age 65 may not understand employer-sponsored plans and Medicare healthcare options, leading to uninformed decisions. Alliant Medicare Solutions (AMS) provides the education, support, and planning resources to not only employees, but their family and friends who are nearing Medicare eligibility. Besides helping employees find the right mix of coverage, AMS helps employers stay compliant with ERISA/DOL/CMS/IRS regulations and avoid serious risk around answering employee questions about Medicare, Social Security, and retirement.

AMS offers two tiers of service:

- **AMS Complimentary: Available to all Alliant clients at no cost**
 - Access to licensed AMS agents via toll-free number for evaluation of employer/Medicare healthcare options, and assistance with Medicare enrollment, as applicable
 - Includes promotional flyer, Medicare education guide, and Medicare 101 video
 - Service is available to employees, friends, and family members
- **AMS Premier: Available for PEPM fee** offers an expanded suite of employee services, beyond Medicare enrollment, and eases many concerns for your HR team by redirecting questions about Medicare, Social Security, COBRA alternatives, and retirement to experts. When you engage with AMS Premier, you get a dedicated account manager to provide specialized consulting and answer complex questions. Besides reducing liability, AMS offers proven ROI based on real employer and employee cost savings through avoided cost. For example, transitions to Medicare save an employer over \$15K each in avoiding claims costs. Please see [Exhibit 10](#) for more information.

Dedicated Consultant if services are elected.



Alliant Medicare Solutions

Bill Jetter, CEBS

Vice President, Marketing and Strategy Development

Phone: (312) 546-5637

Email: kcollins@abcsys.com

With Alliant: 2021




e. Describe the responsibility, experience and qualifications of the individual(s) who would comprise the service team.

Alliant's Core Account team will be based in Orange County at our Irvine office (18100 Von Karman Avenue, 10th Floor, Irvine, CA 92612), except for Michael Menerey and Karyn Goodsite who is based in our Los Angeles office (333 S. Hope Street, Suite 3750, Los Angeles, 90071).

- **Alliant Insurance Executive Advisory and Core Service Team:** The Executive Sponsor is responsible for client satisfaction and the direct management of the

account team comprising of a Consultant/Team Lead, Account Executive, and an Analyst.

- Alliant Insurance Specialty Resource Team:** Alliant's Core Service Team will engage our Specialty Resource team as necessary to support the annual work plan and address client's needs.

Executive & Advisory Team		Role
	<p>Michael Menerey Senior VP, Consultant Phone: (213) 270-0972 Email: MMenerey@alliant.com Industry Experience since 2002 With Alliant: 2003</p>	<p>Executive sponsor responsible for overseeing client satisfaction and strategy.</p>
	<p>Karyn Goodsite Vice President, Consultant Phone: (951) 897-1184 Email: Karyn.Goodsite@alliant.com Industry Experience since 1995 With Alliant: 2024</p>	<p>Cultivating strategic relationships and guiding the execution of specialized projects, ideas and initiatives as well as providing benefits and compliance expertise.</p>
Core Service Team		Role
	<p>Adrianette (Yvette) Fields, GBA AVP, Account Executive Phone: (213) 213-0147 Email: Andrianette.Fields@alliant.com Industry Experience since 1997 With Alliant: 2023</p>	<p>Oversees/Manages plan performance, ensures appropriate strategic direction and execution of deliverables, and compliance, while overseeing service team</p>



Nancy Mallaret

Account Manager

Phone: (213) 270-0976

Email: NMallaret@alliant.com

Industry Experience since 1995

With Alliant: 2008

Primary day-to-day contact for plan administration related issues, vendor management and project management lead



John Tabbert

Benefit Analyst I

Phone: (949) 660-5900

Email: John.Tabbert@alliant.com

Industry Experience since 2020

With Alliant: 2023

Responsible for financial analyses and reports as well as manages marketing and renewal process and assists with rate and plan negotiations

f. Describe the firm's philosophy for servicing an account and commitment to customer service and quality assurance.

Alliant's service philosophy is to form **integrated consulting and service teams around our clients**. In addition to consulting, our goal is to make life easier for our clients by acting as an **extension of the HR and Benefits team**. We provide resources to ensure execution of benefit program strategy and day-to-day support to for ongoing management of the benefit program. Our support includes:

- **Regular meetings.** We collaborate best with clients when we are in regular contact with them. We aim to be an extension of your team which requires we communicate often. The frequency of formal meetings and modality (in-person or virtual) throughout the year is based on each client's needs, complexity, and projects at-hand. The expectation is we would hold the following meetings with PBS Biotech throughout the year:
 - Pre-Renewal Strategy Meeting
 - Claims Experience Review (calls or webinars)
 - Renewal and Marketing Presentation Meeting(s)
 - Open Enrollment Meeting(s)
 - Annual Debrief Meeting
 - Bi-Weekly Team Check-in Calls
- **Annual stewardship reports** focused on accountability and transparency surrounding progress towards set goals and deliverables.
- 24-hour (*maximum*) response time - calls or emails

- Assist with billing disputes
- Research and resolve claim and eligibility issues
- **Monitor service** of carrier and third-party administrators
- **Track claims trends & member services data** to assess and make recommendations for plan changes and employee education needs

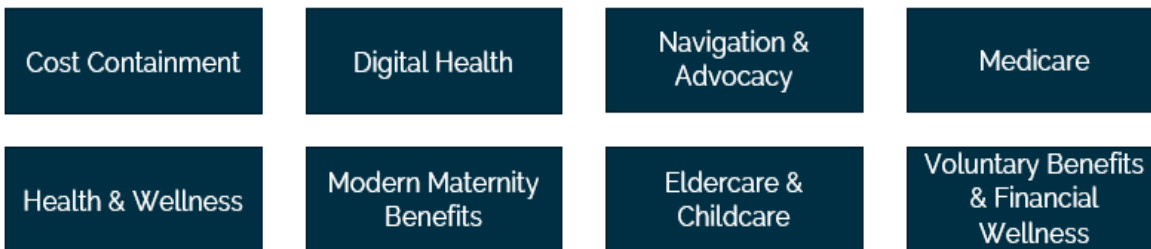
g. Describe your firm's resources or methods to provide education on best practices, trends or hot topics.

Alliant is constantly monitoring the market and staying current with market developments. We believe that informed clients are better equipped to make important decisions and effectively communicate with their stakeholders. During our Pre-Renewal Meeting, our service team will meet with the City to discuss evolving employee benefit trends, both at the national and local levels.

Marketplace Trends - Benchmarking can be a useful tool to confirm how your benefits stack up to the competition, but it doesn't necessarily inform you how benefit design needs to evolve to meet the changing workforce demographic. Understanding marketplace benefit trends and what employees are looking for can put an employer ahead of the game from a Recruitment and Retention standpoint. If attracting talent is a primary objective, Alliant will spend time with the City on trends in the marketplace that forward thinking employers are implementing. Below are a few examples of new types of programs our clients are currently exploring/implementing:

- Financial wellness & Student Loan Assistance
- Modern Maternity & Family Planning Benefits
- Eldercare and Childcare Resources
- Digital Resiliency Programs & Digital Mental Health Resources
- Healthcare Navigation Services

Educational Events - Alliant Employee Benefits Learning Academy - There is an extraordinary amount of innovation in the employee benefits world and it's not always possible to cover the variety of trends in the marketplace during our face-to-face meetings. As a result, we have created the Alliant Employee Benefits Learning Academy which consists of virtual educational events throughout the year to keep our clients informed about marketplace trends and solutions that may be relevant for their employee benefit program. Please see below for topics we have discussed in the past and some recent events we have hosted.



h. Describe the organization's legal research capabilities and how you communicate legislative updates to your clients.

Alliant's in-house national compliance practice is led by Director of Compliance, Kristine Blanco, J.D. with regional compliance consulting provided by Andrea Alarcon, J.D. Please meet your dedicated Compliance Consultant, full bio can be found in [Exhibit 4](#).



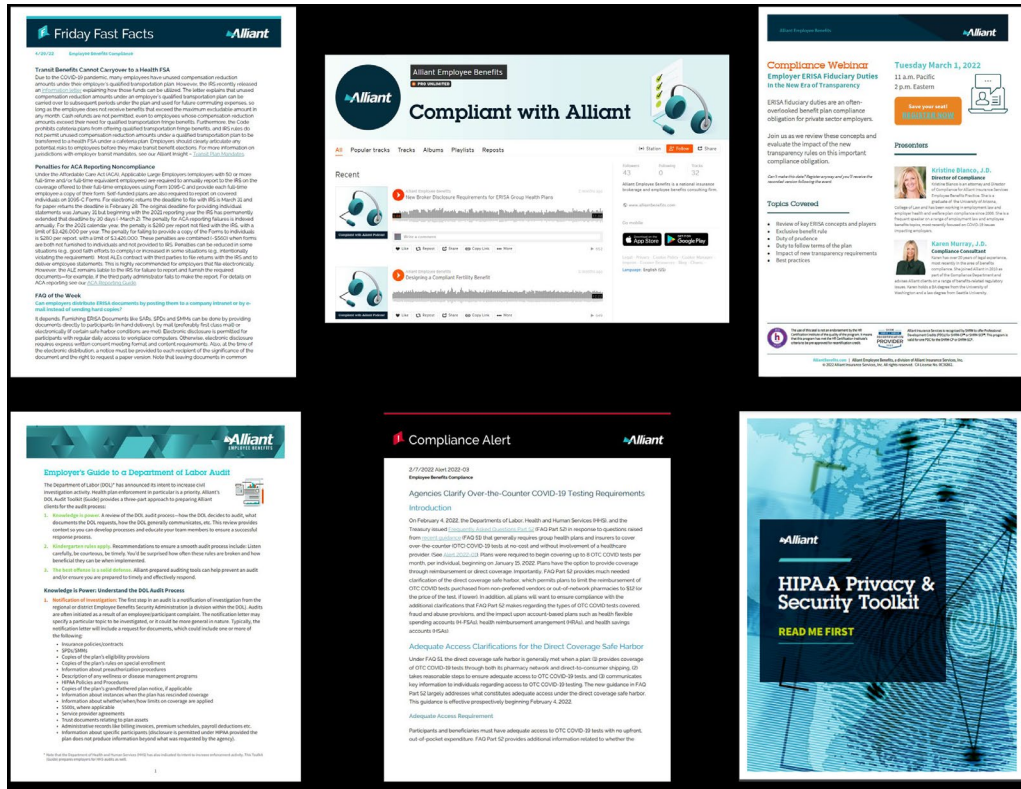
Kristine Blanco, J.D.
Executive VP, Director, Compliance and Privacy
 Phone: (916) 643-2714
 Email: Kristine.Blanco@alliant.com



Andrea Alarcon, J.D.
Compliance Consultant
 Phone: (916) 643-2791
 Email: Andrea.Alarcon@alliant.com

Compliance (Exhibit 11): Our in-house Compliance department is an essential resource in the era of increased regulatory burden and enforcement. Our Compliance department remains current with federal and state regulatory agencies, including the Internal Revenue Service (IRS), the Department of Labor (DOL), the Department of Health and Human Services (HHS), and the Centers for Medicare and Medicaid Services (CMS). In addition to regular conversation around the topic of compliance, Alliant offers the following resources to our clients:

- Seminars, Webinars, Newsletters, Podcasts, and Alerts
- Compliance Audits and HIPAA Toolkit
- Our Team of In-House ERISA Counsel
- Dedicated leave of absence compliance and legal team resources
- Compliance Audit (we conduct for all new clients)



HR Workplace Services (HRWS) is Alliant's strategic consulting partner for HR-related needs. Founded in 2009, HRWS works with companies ranging in size from small group to 200,000 employees, across multiple industries throughout the United States. A dedicated team is assigned to Alliant's clients, whose members average over 20 years of industry experience. Please note that as a value-added service, core advisory and operational resources of HRWS are available to our clients at no additional cost. In addition, HRWS offers optional fee-based services such as custom handbook development and non-discrimination testing that may be of interest to HR leadership.

- HR Advisory Support:** Contact HRWS consultants by phone or email. Ask questions and receive guidance related to FMLA, EEOC issues, disabilities and leaves, harassment, terminations, immigration, local regulations, compensation, optimizing HR processes, and other areas of concern.
- Employee Handbooks:** Review of your current handbook with redlines and recommended edits.
- Training:** Access a "Video Vault" with short best-practice educational courses on a variety of key HR topics such as ADA, COBRA, ACA, leaves, hiring and termination,

and employment law basics, to name a few. There is also employee and manager harassment training, which is state/jurisdiction specific.

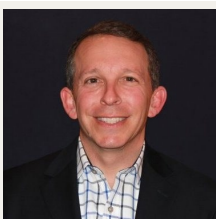
- **HR Content and Collateral:** Obtain HR checklists, forms, and sample policies—either for direct use or as a quality check on current content.

i. Describe your underwriting resources, procedures and staff.

Underwriting and Actuarial Support: Alliant maintains a Technical Underwriting & Actuarial Unit staffed with seasoned underwriters and in-house actuaries that all possess previous carrier underwriting backgrounds and experience.

- **Underwriting:** Our Technical Underwriting Unit will play a key role in the ongoing management, negotiation of renewal premiums and plan design options. In addition, our underwriting department will review the marketplace for alternative funding and purchasing options.
- **Actuarial Services:** Alliant does have actuarial services in-house. With Alliant's Analytics practice, our robust and expert team of consultants, actuaries, underwriters, financial analysts, and data specialists support your strategic development efforts with a comprehensive approach that reveals the history, present state, and future projections of your benefits programs.

Please meet your dedicated Actuary and Underwriting Consultants. Please see [Exhibit 4](#) for full bios.



Doug Levit
Executive VP, Director, Analytics

Phone: (678) 867-6125
 Email: DLevit@alliant.com
 Industry Experience since 2000
 With Alliant: 2005



Amy Feldberg
VP, Underwriting Consultant

Phone: (949) 660-5977
 Email: AFeldberg@alliant.com
 Industry Experience since 2008
 With Alliant: 2011

For fully insured clients, we can provide the following analysis and review which is subject to the availability of the carrier data. Alliant provides the following standard

financial analyses on an ongoing, scheduled basis throughout the plan year. These capabilities are delivered by the subject matter experts in financial analysis and underwriting on the City's account team. The following is a list of the standard financial analyses we provide to the City.

- **Budget Projections:** We calculate the City total annual benefit spend based on actual plan designs and contemplated changes. Our projections are provided on a gross basis as well as net basis (employer cost only) to ensure full understanding of plan costs as well as potential changes in cost. Our analysis also factors in other financial aspects of your benefits program (employee plan migration assumptions, funding arrangement, etc.). This analysis is provided annually or on an as-needed basis.
- **Carrier Claims Data and Financial Monitoring (when available):** We provide quarterly monitoring of fully insured plans to identify and address potential needs such as updating premium projections based on changes in enrollment or the impact of large claims. This ongoing process supports strategic plan design and benefit strategies.
- **Negotiation of Fully Insured Rates:** Alliant markets, negotiates, and renews fully insured plans upon contract renewal. This data-driven approach ensures the best possible financial and contractual terms. This analysis is conducted annually.
- **Benchmarking of Plan Designs and Costs:** We apply benchmarking data to inform all our analyses in the development of alternative plan options and strategies. We draw from multiple data sources to enhance the range, accuracy, and quality of data. Benchmarks are specified to client needs based on various factors such as company size, geographic region, and industry. This analysis is conducted annually or on an as-needed basis.
- **Contribution Strategy Modeling:** Based on the goals and objectives set through annual planning and strategy meetings, we model and compare multiple contribution scenarios to determine which approach best meets the financial needs of the City while promoting fairness, consistency, and affordability for employees. This analysis is conducted annually.
- **Claims and Medical Service Utilization:** We analyze reported data for financially relevant information to understand claim drivers and recommend targeted, client-specific strategies to reduce the cost of claims. For self-insured plans, this analysis is conducted monthly, and for fully insured plans, it is conducted quarterly.

This list represents the standard financial analyses we will provide to the City. Special projects and customized reports can also be conducted upon request.

j. Describe your renewal process and timelines.

The Alliant team will spread the renewal tasks throughout the year so that there should not be much of an additional time commitment on your staff, even during the initial renewal period. We guide you appropriately with our knowledge about the various vendors in consideration. We then push the requests out to the markets that could take on and solve your needs in a culturally appropriate way. Please see [Exhibit 12](#) for a Sample Renewal Calendar.

Pre-Renewal Strategy: We begin the renewal process at least 6 months prior to the effective date with our Pre-Renewal meeting so that we understand the City's budget requirements, expected growth and other anticipated needs. We will provide the following information at the pre-renewal meeting:

- Provide market trends & benchmarking
- Introduce new product innovation
- Review insurance carrier performance
- Identify areas of cost containment
- Provide renewal estimates
- Provide claims experience and utilization analysis
- Determine strategy for upcoming renewal

Renewal Negotiation: Alliant maintains a Technical Underwriting & Actuarial Unit staffed with seasoned underwriters and in-house actuaries that all possess previous carrier underwriting backgrounds and experience. This unit will play a key role in the negotiation of renewal premiums and plan design options through the evaluation of utilization patterns, claim experience, plan costs, and demographic changes for our self-funded clients.

- Evaluate carrier renewal calculation and challenge carrier assumptions
- Evaluate demographic changes via census analysis and compare to carrier assumptions
- Use critical analysis and Alliant's book of business to negotiate the lowest cost
- Identify and recommend cost saving options that do not change benefits
- When appropriate, market lines of coverage to other carriers in the marketplace

- Identify potentially beneficial alternative funding and pooled purchasing options that are available
- Provide side by side comparisons of current and proposed plans for analysis and decision making

k. What resources does your firm offer to assist with the administration of a benefits program (i.e. on-line benefits enrollment and management, COBRA administration, and flexible spending account administration)?

Open Enrollment Support and Ben Admin: Alliant's team provides traditional support at Open Enrollment meetings that is expected of a Broker/Consultant. As a Broker/Consultant, Alliant does not own/operate a Benefit Administration System, an Enrollment Firm or COBRA Administration System. We routinely help clients conduct due diligence, selection and implementation of Benefits Administration and COBRA systems that can include a variety of services including but not limited to:

- Employee Portal - Hosted Web portal for communication of a client's employee benefits program
- Online Enrollment/Eligibility - Web-based system with employee self-service, electronic carrier eligibility management and payroll system integration
- Employee Communications - Distribution of communication materials to plan participants, including summary plan descriptions and carrier forms
- Open Enrollment Processing/Fulfillment - Full management of open enrollment process, including employee calls and transaction approval
- COBRA/Retiree Services - Notification and premium billing for COBRA and retirees, including carrier reporting

l. Describe your firm's capabilities with regard to communication. Include ongoing employee communication/open enrollment and web based communications.

Alliant's communications capabilities are a differentiator, included in our standard scope of services. We understand that effective employee communications and employee engagement are vital components of successful health and welfare programs. We are experts in developing communications that are designed to clearly explain benefit options, available resources, increase employee awareness/participation, and educate employees and retirees on how to get the most out of their benefits.

Our communications experts are prepared to develop a strategy for the City that encompasses:

- **Year-Round Conversation (Exhibit 13)** – Benefits are not only important during open enrollment. We help support recruitment, new hire, and educational efforts throughout the plan year.
- **Multiple Channels for Multiple Generations** – Deliver benefits messages across multiple channels so that employees and home decision makers can get to the information they need – in the format they prefer. Person-to-person, print, digital...we got it.
- **Bite-Sized Approach** – Your employees want digestible information. We focus on quality over quantity with brief, easy-to-consume information.
- **Benefits and Health Literacy** – Understanding is just as important as awareness. We teach your employees about basis insurance concepts, tax saving plans, saving money on Rx etc.
- **Driving Behavior Change** – We move beyond understanding benefits to driving consumer behavior change (choosing the best health plan, accessing right care, disease management etc.)
- **Innovative Solutions** – Our communications experts are always up to date on the most innovative, forward-thinking solutions.
- **Your Branding** – All materials will reflect your branding, not ours!

We take a multi-generational approach in communicating and educating employees which allows them to receive information in the form that is best for them. Whether it is print, electronic via email or posting on your intranet site, videos, or via a smartphone app, we can ensure that your employees will have the knowledge to make the best health care decisions for themselves and their families.

- **CampaignBuilder™ (Exhibit 13)** is our turnkey system of communications and content that provides clear and direct benefits materials, reflective of your brand and culture. From open enrollment to compliance requirements, our attractive and engaging turnkey templates relieve your budget and internal resources from having to build core benefits materials. With a full complement of digitally enabled resources, materials can be customized with your logo, theme images, colors and taglines. The table below describes many of the materials we offer and whether they are included in our proposed fee or for an additional cost.

<p>CampaignBuilder Templates/Materials – <i>Included with Base Fee with 3 rounds of edits</i></p>	<p>Core Templates</p> <ul style="list-style-type: none"> ▪ Benefit Summary Booklets/Guides ▪ Email Campaigns ▪ Presentations <p>Supplemental Templates</p> <ul style="list-style-type: none"> ▪ Postcards ▪ Posters/Flyers ▪ Benefits-at-a-glance ▪ Open Enrollment Kick-Off Video ▪ Educational Articles, Guides, Emails ▪ Medical Plan Comparison Chart ▪ Newsletter Template <p>Compliance Templates</p> <ul style="list-style-type: none"> ▪ Annual Notices <p><i>Note: Many templates are available in English and Spanish.</i></p>
<p>CampaignBuilder Value Adds – <i>Included with Base Fee with 3 rounds of edits</i></p>	<ul style="list-style-type: none"> ▪ FlippingBook including bookshelves (description below) ▪ Brainshark (description below) ▪ Licensed Videos (description below) ▪ Stock Photo Library and/or client provided photos
<p>Additional Materials Sample Listing – <i>fees may apply</i></p>	<ul style="list-style-type: none"> ▪ Outsourced materials (printing, professional voiceover, translations, texting campaign, decision support tool, digital postcards, custom videos, etc.) ▪ Fully custom (creation of materials that do not currently exist) ▪ Social Media Campaign ▪ Total Comp Statements

Please visit: <https://alliantbenefits.cld.bz/Alliant-Sample-Communications> for samples of Alliant's Communication tools.

Below are further descriptions of Alliant's CampaignBuilder value adds:

- **FlippingBook.** FlippingBook is another platform that has been highly effective in communicating and educating employees digitally. They allow us to convert PDFs and the open enrollment and new hire benefit overview booklets online. We refer to these digitized documents as “flipbooks.” In addition, FlippingBook includes a Bookshelf feature which allows us to house several individual

flipbooks via one link.

- **Brainshark.** Our recorded presentations have been the most effective part of digital communications for our clients as they reduce the administrative burden from HR teams who must conduct new hire benefit presentations regularly. The Alliant team will prepare an engaging open enrollment presentation summarizing the benefit changes for the coming year and highlighting benefits focus points.
- **Licensed Videos.** Capture employee's attentions with less than 2-minute educational videos on several benefits topics including "Flexible Spending Accounts," "ER vs Urgent Care," "Balance Billing" and much more. Most videos are available in both English and Spanish. Below is a sampling of our video library. Please click image below or visit the following link for a sample video:
<https://vimeo.com/609859696/de011cdd18>

m. Describe the resources and tools available for benchmarking.

Benchmarking: Your Alliant team will provide meaningful benchmark data each year. Our benchmarking approach is highly customized to avoid comparisons to obsolete and stale data. Designing and maintaining a state-of-the-art benefit plan allows our clients to attract and retain talent. *All our benchmarking services are included with our service platform.* As part of our standard process, we will review plan design, funding and purchasing alternatives, provide benchmarking and submit recommendations for changes in line with your short term and long-term goals. See [Exhibit 14](#) for more information and a sample benchmarking report.

Alliant Public Entity Benchmarking Survey - Alliant conducts an annual benchmarking survey comprised of Cities, Counties, Courts, & Special Districts. The survey provides our clients with relevant California benchmarking information pertaining to all aspects of respondents' benefits programs: premiums, contributions, plan offerings / designs, wellness programs, communications strategy, perks, & voluntary benefits. Once the survey results are complete, Alliant service teams utilize benchmarking results to help inform ongoing strategy & benefits discussion with our clients. Please visit: <https://alliantbenefits.cld.bz/Alliant23PESurvey> for the latest Public Entity.

n. Describe the firm's view of the role wellness programs have on controlling healthcare costs. What resources and tools do you offer clients around wellness initiatives?

Alliant's Health and Productivity team will help the City develop a robust Wellness program. Because our clients have differing needs and are in varying stages of wellness initiatives, we will "meet you where you are" and then turn the dial from that point to ensure a vibrant, comprehensive and ever-changing wellness strategy to gain the most leverage from employee engagement.

Alliant's Health & Productivity (H&P) Consulting Team supports conversations across the spectrum of need.

- **Strategic Support and Vendor Procurement:** Alliant's H&P team provides strategic plan support and vendor procurement, delivering a holistic consultative service that addresses recruiting and retention strategies, while evaluating and implementing best-in-class data driven interventions to impact preventable healthcare spend and offer employers the nation's leading well-being vendors.
- **Vendor Management:** Alliant stays current on the ever-growing vendor landscape to quickly identify solutions that can drive impact on the City's wellness initiatives. The Health & Productivity team has procured special pricing for various vendors for services such as biometrics, onsite education, corporate wellness challenges, fitness tracking devices and flu shots. However, our philosophy is to be vendor agnostic to ensure agility in adding or replacing vendors as the vendor landscape changes. Vendors placed are also managed by the Health & Productivity team to reduce the City's administration burden.
- **Long-standing Expertise and Experience:** Alliant's Health & Productivity team is nationally run and regionally represented. With an average of 15+ years of experience, our team has a wide range of skills and expertise including clinical backgrounds in worksite wellness, employee benefits, and health education.
- **Program Development and Deployment:** In most cases, our clients have minimal bandwidth to take on additional responsibilities. For this reason, Alliant's Health & Productivity practice can become an extension of your HR/Benefits team and drive the process for developing and deploying your wellness program.
- **Legislative and Compliance Oversight:** The Health & Productivity team will proactively keep the City informed of legislative changes regarding incentive limitations, reasonable alternative standards, EEOC wellness regulations, HIPAA, and GINA requirements, etc.

- **Alliant's Readiness and Evaluation Scorecard (ARES)** will provide the City with data driven analysis and multi-year road map to achieve the highest return for their wellbeing investment in all five categories of wellbeing drivers: physical, emotional, financial security, job satisfaction, and social connectedness.

In addition to our core strategic health and productivity consulting practice, below are examples of low or no cost wellbeing resources available through Alliant:

- ▾ Alliant's scope of services includes our turn-key monthly wellbeing focused newsletters, flyers, and health campaigns, as well as a mental health toolkit and virtual health fair platform.



As a client of Alliant, the City will also have access to our turnkey wellbeing solution Brio Health ([Exhibit 3](#)):

- ▾ Easy, affordable starting point to get your health and productivity program going
- ▾ Provides effective online resources for both participants and employer admins
- ▾ Spark and maintain employee engagement with four pre-set group challenges during the year

Health & Productivity Consulting Team ([Exhibit 15](#)) - Our Health & Productivity Consultant will design a wellness strategy that is specific to your goals.



Niti Thai
VP, Health and Productivity Consultant
 Phone: (949) 660-8123
 Email: Niti.Thai@alliant.com
 Industry Experience since 2014
 With Alliant: 2016

- o. Describe the firm's experience in establishing or knowledge of insurance pools. Discuss your philosophy related to the concept of insurance pools.**

PROPRIETARY PROGRAMS & OFFERINGS FOR CALIFORNIA PUBLIC AGENCIES

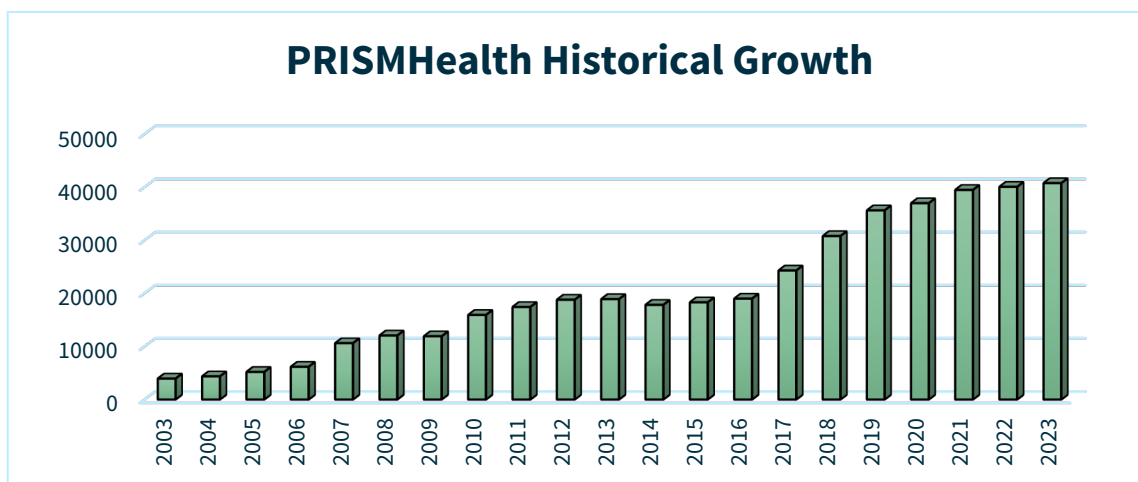
Alliant works with several Joint Powers Authorities (JPA's) throughout the country to develop exclusive pooled purchasing benefit programs that are designed specifically for public agencies and their unique characteristics. These programs leverage volume to provide *cost savings and greater long-term stability* through risk sharing. Our strategy is to provide an independent consulting approach and present both available program solutions as well as options that are available in the market.

- ▼ **PRISM Benefit Programs (www.prismrisk.gov):** The Public Risk Insurance Solutions Management (PRISM) is a member directed joint powers authority (JPA) comprised of California public agencies dedicated to controlling losses and providing risk management and employee benefit solutions. PRISM's membership has expanded to include 94% of California Counties, 60% of California Cities and several other public districts California Public Agencies (Superior Courts, Special Districts and other Joint Powers Authorities).

PRISM Benefit Programs leverage volume to offer lower administrative fees, reduced carrier profit margin and risk sharing to create more stable renewals; the result is lower costs and greater long-term stability for PRISM program members. Through Alliant, the City has access to PRISM Benefit Programs including Medical, Dental, Life, Disability, Paid Family Leave, Vision and EAP. **Note that access to PRISM Benefit programs is exclusively through Alliant; other Brokers may not access PRISM Benefit Programs.** Below is a graph showing renewal history for PRISM Benefit Programs:

PRISM Program Renewal History			
Program	Carrier	No. of Lives	Average Renewals
PRISMHealth - Medical Program	Anthem/Blue Shield/Kaiser	42,000	Jan 2025: 4.66% Hist. Average: 5.7%
PRISM Dental (Average Renewals vary by size Segment)	Delta Dental & Ameritas	93,150	2025: -3.5% to -3.1% 2024: -3.1% to -3.1% 2023: 0.0% to 0.5% 2022: 3.3% to 3.9% 2021: -1.3% to -1.3% 2020: 0.0% to -0.90% 2019: -3.4% to -1.4%
PRISM Vision	VSP	43,700	2021-2025: Rate Pass 2018-2021: Rate Pass 2015-2018: Rate Pass 2013-2015: 4% 2011-2013: Rate Pass
PRISM Vision	EyeMed	5,900	2021-2025: Rate Pass 2018-2021: Rate Pass 2016-2018: Rate Pass 2012-2016: Rate Pass
PRISM Life and Disability	Lincoln & Voya	72,000	2023-2026: Rate Pass 2020-2023: -2% Life; -4% DI 2017-2020: Rate Pass Life & DI 2014-2017: -5% Life; Rate Pass DI
PRISM EAP	Concern and Anthem	71,200	Concern 2023-2026: Rate Guarantee Anthem 2023-2026: 5% 2018-2023: -5%

PRISMHealth - Medical Program is a self-funded not-for-profit Medical Purchasing Program that was launched in 2003 to offer public agencies an alternative to the state-run CalPERS Program. Since inception, the program has seen steady growth as illustrated below. As of 1/1/24, PRISMHealth had approx. **42,000** covered employee lives **and \$748M** in annual premium and is the second largest non-School purchasing coalition in California after CalPERS.



PRISMHealth offers a choice of either Anthem Blue Cross or Blue Shield of California products alongside Kaiser for its member employers. PRISM Health uses a unique risk sharing methodology to reduce volatility and provide more stable renewals for CA public agencies which is reflected in our stable renewal history. In

addition to providing custom plan designs for active and retiree plans, PRISM offers several unique benefits for employees and dependents including:

- \$0 Copay surgeries and cancer care at select Centers of Excellence (Example: City of Hope, Scripps in San Diego among others)
- \$0 Copay for Diabetes Care via a program that offers a Digital Glucometer and access to a clinical care team that includes a physician, coach, nutritionist, and social worker.
- \$0 copay for Digital Physical Therapy and pain management
- PPO Plans with \$0 Virtual Primary Care and \$0 Virtual Mental Health Care
- \$0 Copays for generic maintenance medications via mail order program

PRISMHealth has a long history of providing renewal premium increases that outperform the marketplace. Since 2003, the program has an average renewal increase of 5.7%, outperforming both the direct marketplace and CalPERS during that timeframe.

- ▼ **NEW! PRISM EAP Program for First Responders:** First Responders often face extreme stressors in the course of their duties, which can result in profound, long-lasting effects that can take a toll on mental health and emotional wellbeing. To address the unique needs of First Responders, PRISM created a Public Safety Support Task Force (PSSTF) comprised of PRISM member agencies, active-duty law enforcement employees, PRISM staff, mental health clinicians experienced in treating First Responders and Alliant Consultants.

The Task Force worked with Alliant to create the ***PRISM ConcernPlus First Responder EAP Program*** that will overlap, complement or replace existing services offered to First Responders and their family members to include:

- Rapid access to culturally competent mental health providers
- Enhanced EAP sessions – 8, 10 or 15
- Additional EAP sessions once session limit has been met (if clinically appropriate)
- Specialized First Responder Training Programs
- Specialized First Responder Critical Incident services
- Preventive services, screenings and support
- Culturally competent Peer Support training and guidance

This unique EAP Program includes *Culturally Competent Providers* who consider values, beliefs and culture when providing care. They build trust, understand the demands of

the job, are licensed, and specifically trained to treat the unique needs of first responders and their families; this includes training in techniques for individuals suffering from trauma including: EMDR, Brainspotting, CISM, CBT with trauma focus.

p. Describe your firm's commitment to diversity in both your employment practices and in client relations.

Commitment to Diversity, Equity, Inclusion, and Belonging: Alliant Insurance Services has been named to Forbes' prestigious list of America's Best Employers for Diversity for the second consecutive year. To learn more, here is the link. <https://alliant.com/news-resources/alliant-insurance-services-recognized-by-forbes-as-one-of-america-s-best-employers-for-diversity-in-2023/>. Refer to **Exhibit 16** for a summary of Alliant's action with DEIB and Philanthropy initiatives.

- **We believe** culture and diversity make a better workplace.
- **We invest** in our team, share our resources, and inspire excellence. We can attract and retain the best - and only the best - people at every level because we give them the freedom to do what they do best: find creative solutions to the unique and complex challenges our clients face.
- **Diversity** at Alliant is about understanding that **everyone** has a unique perspective, background, belief, experience, and that together we have unlimited potential. **#alliantbettertogether**.
- **Inclusion** is our call to action that means actively involving every employee's idea, knowledge, perspective, approaches, and styles to maximize business success. The team you want to be a part of.

Section V – Fee Information

- 1. Describe your method of compensation for your services. Discuss how your method of compensation will be transparent and reported to our team. Does your company accept any carrier "overrides"? If on a commission basis, would your company be taking any form of compensation beyond the commission built into our premium rates? If selected, what are your methods of disclosing compensation to the City and the frequency of that disclosure?**

Strategy	Frequency	
Set/review goals and objectives; establish Strategic Plan	Annually	
Evaluate market trends, competitive environment, and culture	Annually	
Develop/refresh multiyear strategic plan and financial plan to support goals and objectives	Annually	
Benchmark plan designs, costs and contributions	As Needed	
Facilitate Pre-Renewal planning meeting; provide education on marketplace trends and progressive benefit strategies that support cost containment and recruitment/retention goals	Annually	
Evaluate funding alternative and risk transfer strategies; evaluate Pooled Purchasing Options (PRISM)	As Needed	
Provide reports as requested, education and analysis to City and Health Benefits Committee	As Needed	
HR Workplace Services membership	Annually	
Develop and manage service/benefit calendar	Annually	
Financial and Renewal Management		
Initiate renewals with vendors, negotiate annual rates and terms and conditions	Annually	
Lead negotiations with providers on issues, premiums, benefit levels, plan design and special terms and conditions.	Annually	
Conduct self-insured underwriting analysis and forecasting for applicable self-funded plans	Annually	
Price plan design alternatives	Annually	
Develop employer premiums and calculate COBRA rates for any self-funded plans	Annually	
Model employee contributions	As Needed	
Develop budget projections	Annually	
Stop loss analysis (if applicable) – review coverage level, negotiate and market	Annually	
Calculate annual reserve (IBNR) estimates for any self-funded plans	Annually	
Reporting		
Quarterly Financial Reporting for self-funded plans that includes funding, claims experience, large claim reporting, and net surplus/deficit results	Self-insured: Quarterly	

Provide annual utilization reporting with cost drivers and clinical opportunities	Annually	
Marketing and Placement Support		
Provide professional, customary consulting in the management of the medical, dental, vision, and life and disability insurance plans	As needed	
Prepare request for proposals (RFP) for Insurance Carriers, TPA's, PBM's, Digital Health /Point Solutions, other healthcare related vendors and Benefit Administration vendors - evaluate potential vendors and develop bid specifications	As needed	
Conduct detailed bid analysis – compare financial and quality responses, review plan designs, conduct disruption analysis, evaluate alternative cost and funding alternatives, negotiate performance guarantees	As needed	
Facilitate finalist meetings and scorecard analysis; negotiate best and final rates	As needed	
Implementation support: facilitate project plan management, review administrative agreements and contract terms and conditions	As needed	
Vendor Management		
Manage and regularly evaluate insurance carrier and service provider relationships	Ongoing	
Work with third-party administrators for ancillary programs such as COBRA, Section 125, etc.	Ongoing	
Support escalated claim or plan design issues	As needed	
Assist in resolving vendor service issues	Ongoing	
Review actual performance vs Vendor Performance Guarantees	Annually	
Review plan document changes (contracts, policies, SBCs)	Annually	
Health, Well-being and Productivity		
Develop well-being strategy (including incentive design) in combination with annual benefit objective setting and strategy discussions	Annually	
Assist in navigating the vendor landscape as it pertains to well-being programs and point solutions	Ongoing	
Support marketing of vendors	As needed	
Provide access to standard communication toolkit including monthly newsletter, annual communications calendar, health educational flyers and pamphlets on relevant health conditions and well-being initiatives	As needed	

Share clinical opinion guides and infographics on common topics such as preventive care, cancer, diabetes, stress, screenings and biometrics	As needed	
Support annual review of program engagement, participation and outcomes reports and provide feedback and recommendations	As needed	
Provide templates for employee and employer surveys and assessments	As needed	
Compliance		
Offer ongoing education through webcasts, podcasts, white papers, and legislative alerts	Ongoing	
Provided daily Q&A support by designated Alliant compliance consultant on client's group health plan compliance questions, e.g., ERISA, COBRA, HIPAA, ACA, section 125, etc.	Ongoing	
Prepare SARs and PCORI fees	Annually	
Provide consolidated annual notices package that includes the main Federal requirements including Medical Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually	
Provide templates documents for ERISA compliance including wrap plan documents, SPD's, Summary Material Modifications, COBRA model notices, customizable HIPAA Privacy and Security policies and procedures	As needed	
Communications – with 3 rounds of edits included		
Facilitate communication strategies for open enrollment and new hires	Annually	
Assess current communication materials provided by vendors and developed in-house	Annually	
Draft open enrollment materials based on Alliant's template materials including announcement letter/email, open enrollment PowerPoint, benefit guides	Annually	
Provide consolidated annual notices package that includes the main Federal requirements including Medical Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually	
Coordinate vendor materials and supplies to support open enrollment	Annually	
Provide access to library of videos and educational materials	As needed	

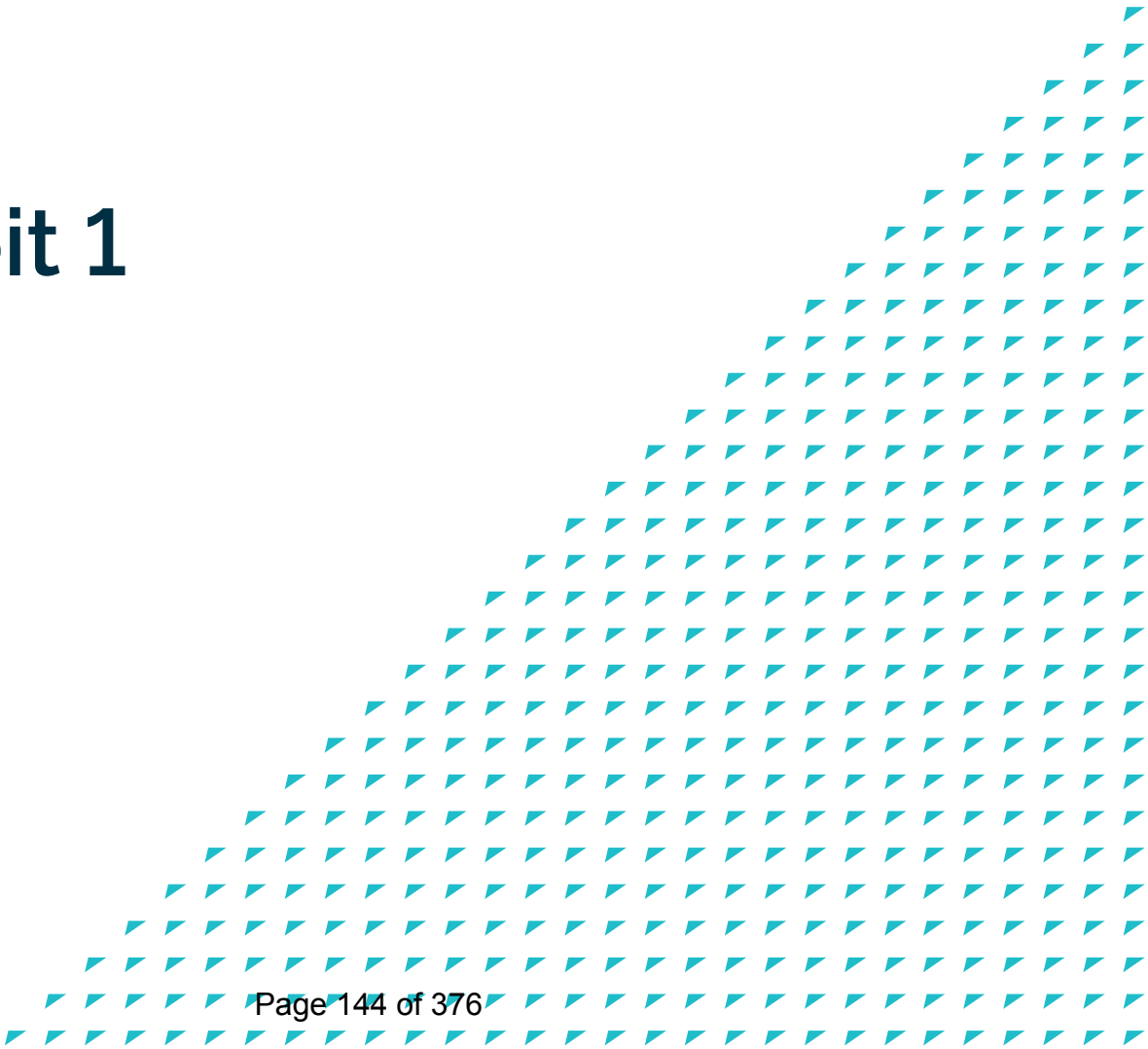
Conduct open enrollment meetings and/or benefit fairs (Virtual/In-Person)	As needed	
MyBenefits.Life™ Mobile Application	Annually	
Medicare Support for Employees & Retirees		
Alliant Medicare Solutions including provision of educational materials, procurement of Individual Medicare products and decision support for employees/retirees eligible for Medicare	Annually	
Other Services		
Retirement Plan Consulting	N/A	
HR Technology Consulting	N/A	
LifeBalance	N/A	
Alliant Human Capital Management	N/A	
Alliant Benefit Advocates – Call Center	N/A	
Alliant Medicare Solutions (AMS) - Premier	N/A	
BrioHealth, Wellness Program	N/A	
Voluntary Benefits Consulting	N/A	

Section VI – Contract

The firm selected shall be required to enter into a Professional Services Agreement for this project with the City of National City. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City of National City, which may require City Council approval. Upon approval, the contract shall start within 1 day after the award of the contract.

On behalf of Alliant Insurance Services, Inc. our legal and risk management experts understand the conditions set forth in the RFP and we agree to them with nominal exceptions which are summarized in [Exhibit 17](#) We are happy to provide the redlines and exceptions in Word format upon your request.

Exhibit 1





Alliant Executive Management

Tom Corbett
Chairman
Chief Executive Officer

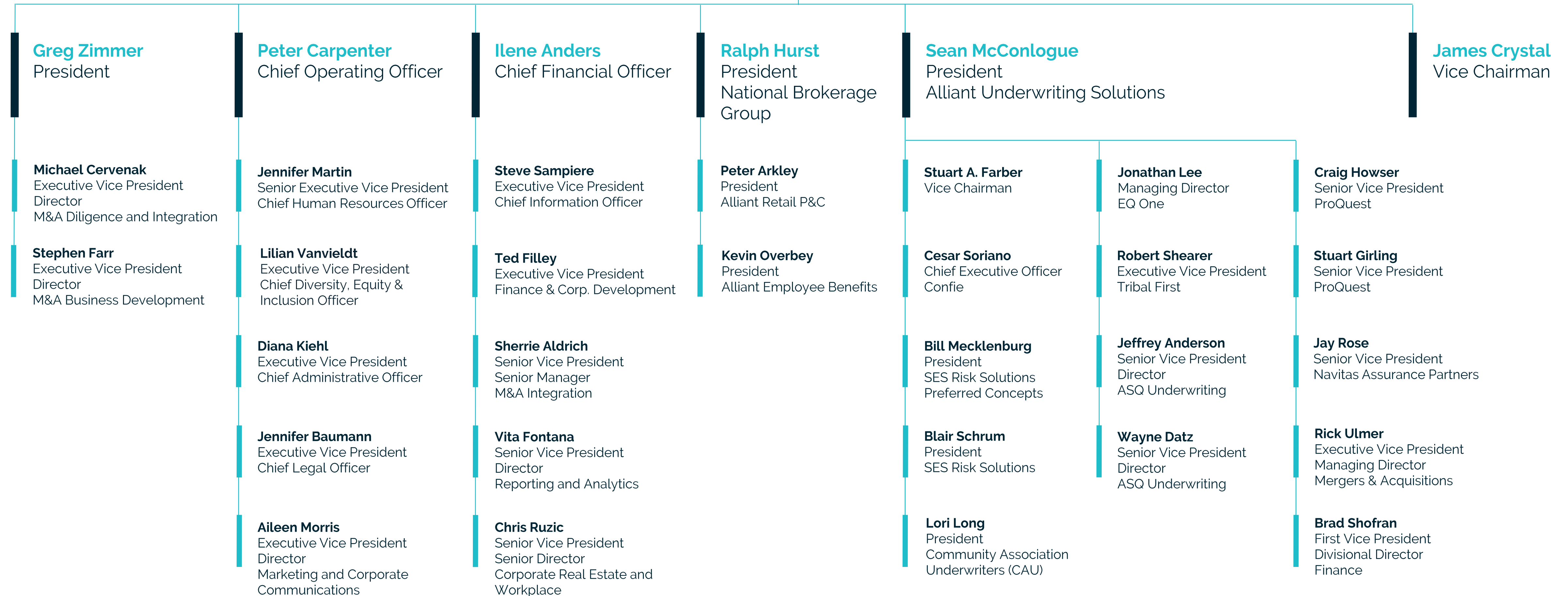
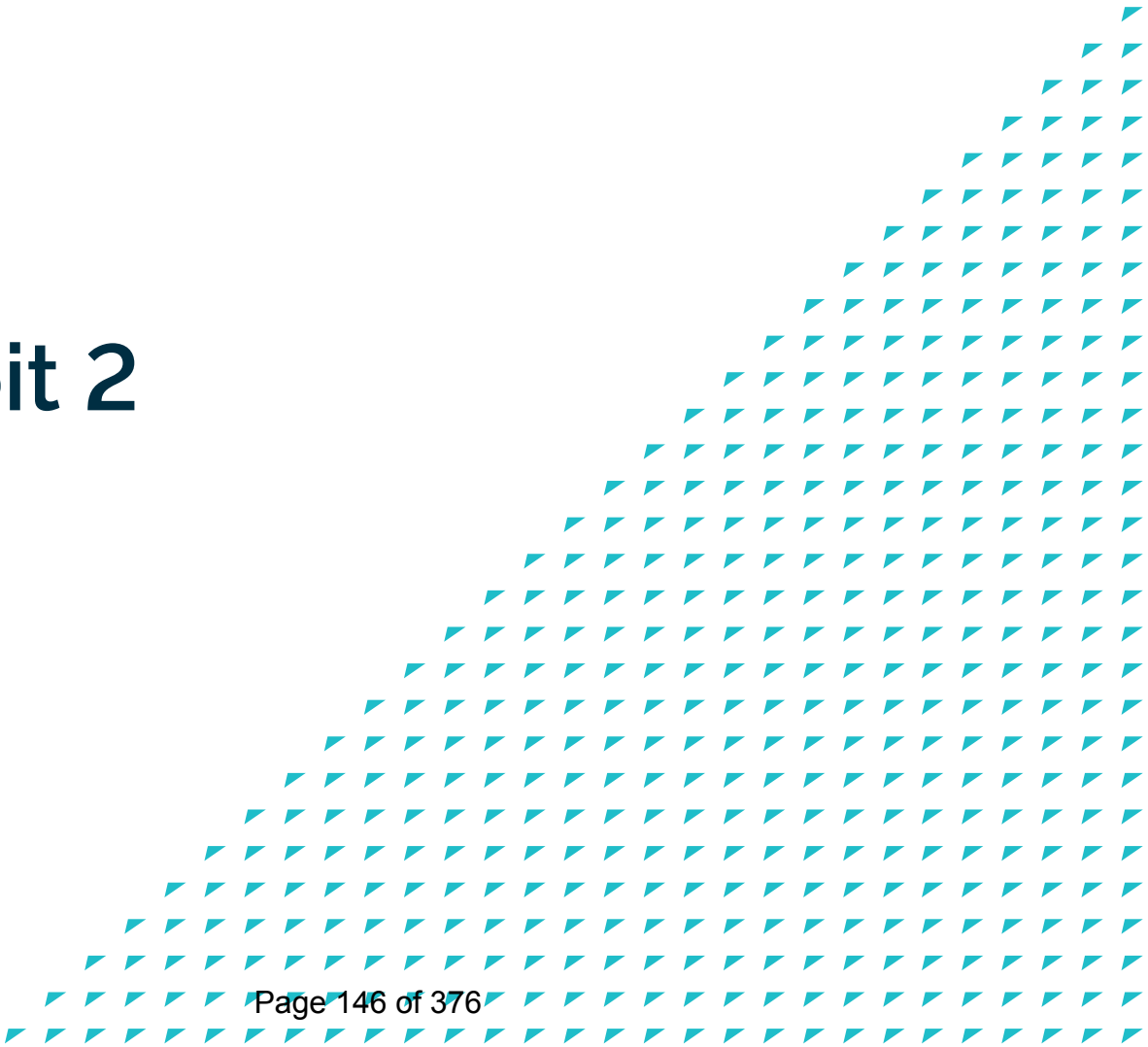


Exhibit 2





Alliant Individual Health Solutions

Accessible, affordable alternatives for employees and dependents

We know insurance could be better

Health insurance costs are squeezing employees and employers. While you face significant pressure to contain those costs, your employees are forced to make decisions that impact their entire family such as foregoing care and insurance altogether. When employees can't afford the care they and their dependents need, the risks ripple through your company, too.

With Alliant Individual Health Solutions (AIHS), we ensure that access to care is integrated into your broader health, productivity, and retention strategy by connecting your employees and their dependents to affordable coverage, whether they are ineligible or unable to afford your sponsored plan.

Your people and their dependents get the coverage they need at premiums they can afford. You get savings and lower risk exposure.

Partnering with AIHS can help you provide health coverage for:

- Employees and dependents not eligible for company benefits

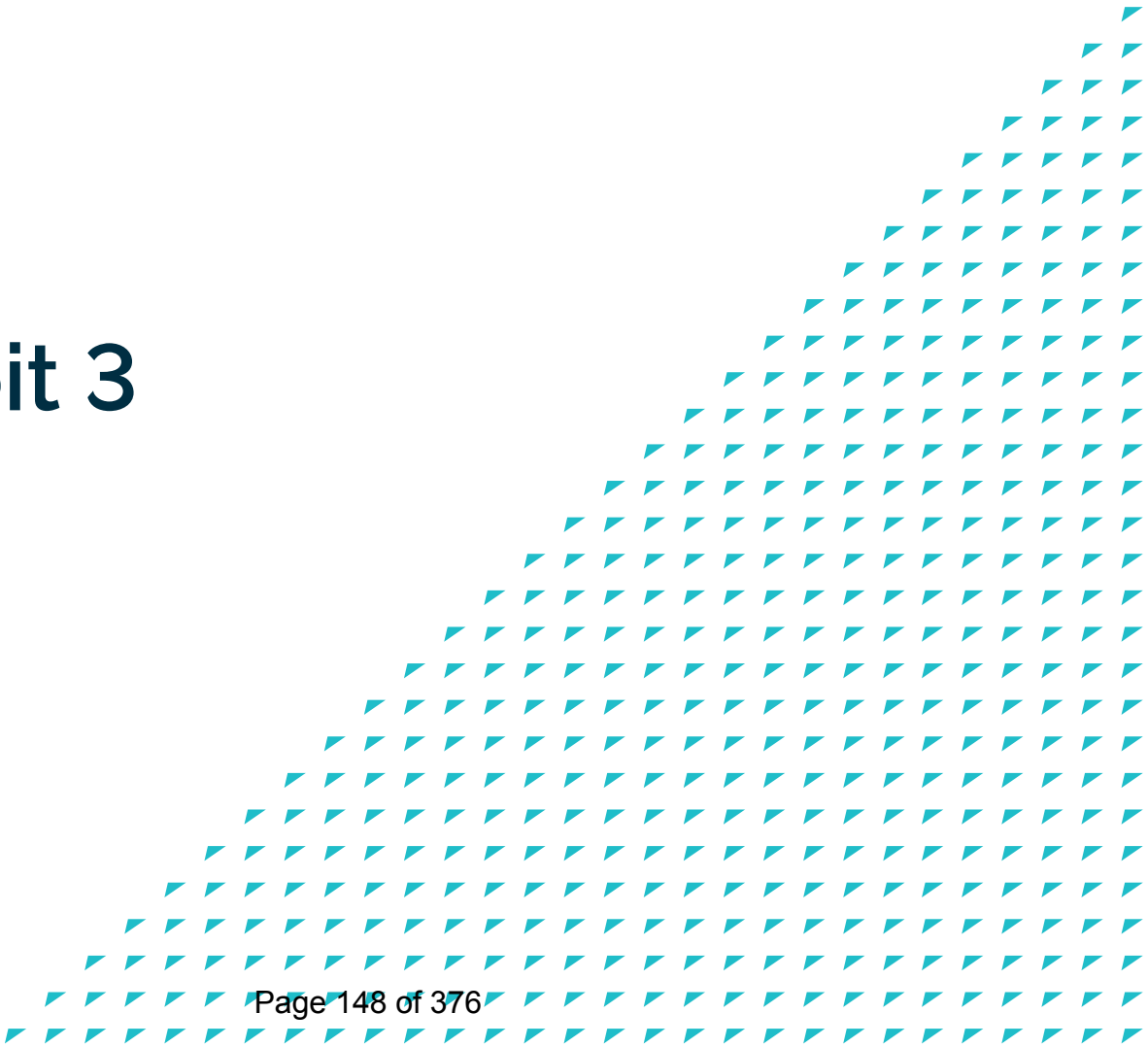
- Dependents of eligible employees where employer coverage is not affordable
- Dependents 26+ who need individual health insurance
- Spouses under 65 (not Medicare-eligible) who need individual health coverage
- Employees being terminated

AIHS is comprised of a team of licensed insurance agents who are positioned to help your people navigate their options within available state and federal subsidies. Our team also provides outreach resources such as new hire orientation communications, open enrollment information, and enrollment assistance.

Health is on the way, without the added risk, expense, and workload

Employer-provided group plans aren't always the most affordable for employees or employers. With Alliant Individual Health Solutions, quality care at a fair price is no longer out of reach. With unparalleled access to major medical insurance programs, we support your people and their dependents in finding the coverage they can afford.

Exhibit 3





Voluntary Benefits Consulting

A holistic approach to an essential offering

Help your employees protect what matters

Enhancing the total benefits package you offer does more than help your bottom line; it improves the lives of your people by filling in the inevitable gaps in core benefits coverage. Your employees can select supplemental benefits that best suit their needs and their budget.

It's more than financial protection; it's peace of mind.

At Alliant, our Voluntary Benefits team continuously evaluates our products to ensure we're meeting your people where they are today and where they'll be tomorrow.

Build a healthy foundation

Operating your business and tailoring benefits to meet the unique, generational needs of your workforce are often two different initiatives. With Alliant, our cross-industry experience and vendor relationships make us leaders in finding the best solutions for you.

From the evaluation, design, and progress of your plan, to benchmarking and vendor analysis, to enrollment and communication strategies, every step of our benefits consulting is backed by our knowledge of the voluntary benefits landscape.

Integration meets simplicity

With clean and seamless integration into your existing core benefits enrollment process, we ease the administrative strain on your HR department, so you and your employees feel supported.

Our consulting team helps create a suite of voluntary benefits that are cost effective, easy to administer and comprehend, and deeply valued:

- Accident
- Critical Illness
- Hospital Indemnity
- Identity Theft Protection
- Legal Services
- Pet Insurance
- Auto & Home
- Permanent Life with Long-Term Care
- Individual Disability
- Discount Programs
- And more!

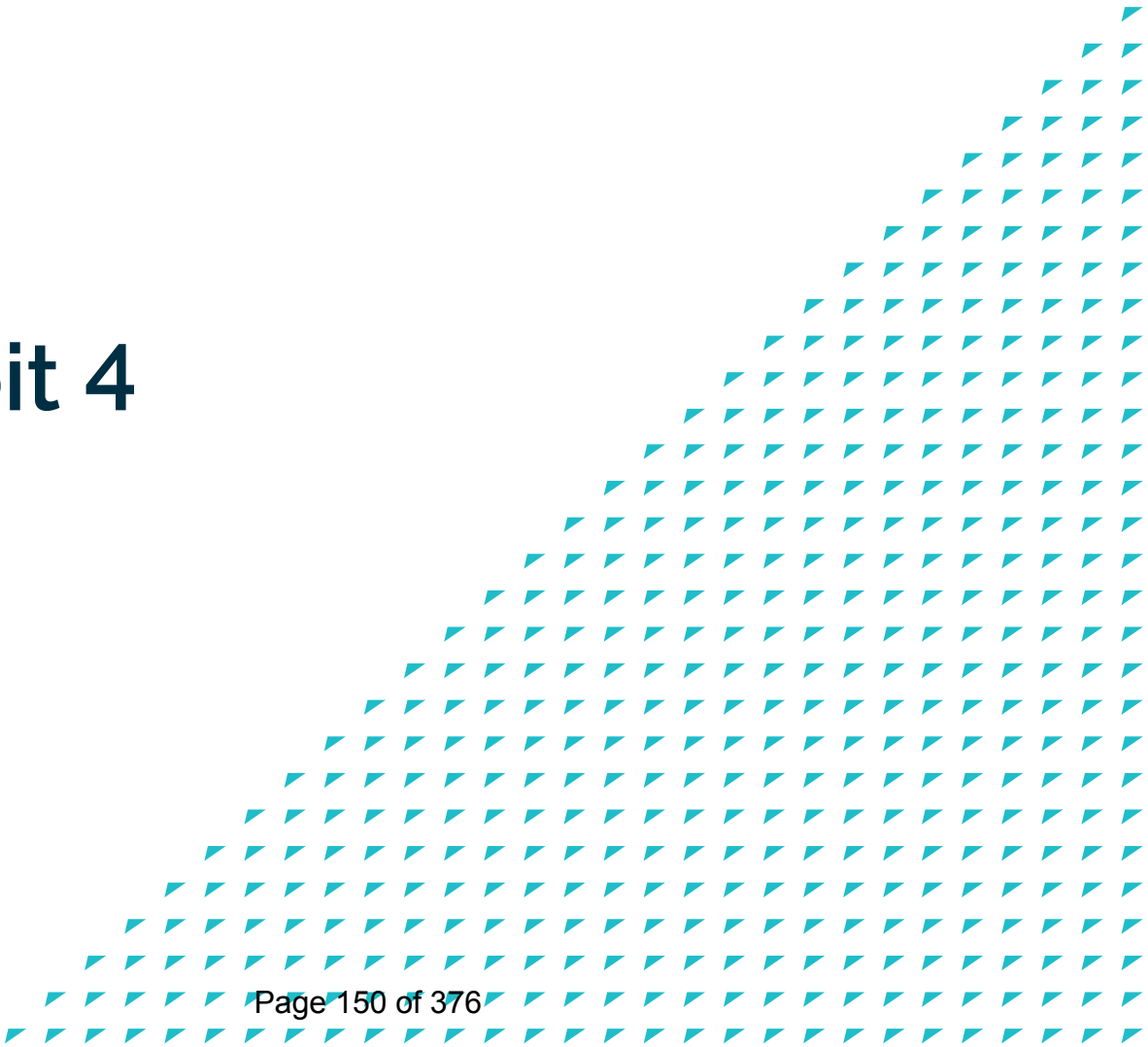
Voluntary benefits have staying power

Voluntary benefits will help you stay competitive while providing the financial protection and peace of mind your people are looking for. Our consulting team lives in the space of forward-thinking, innovative voluntary benefits solutions. Ensuring that our knowledge and insight evolves with today's workforce, our focus is on you, your company's goals, and your people.

It's a win-win.



Exhibit 4





Meet your Core Account Team



Michael Menerey

Senior Vice President, Partner & LA Office Leader

(213) 270-0972

mmenerey@alliant.com

Los Angeles Office

Responsibilities

Michael is a Senior Consultant and Partner in the California Employee Benefits Practice and manages the Los Angeles Office. He has extensive experience with self-funded employers and implementing solutions that lower cost and improve benefits including centers of excellence, digital health, virtual care and concierge navigation. Michael is also passionate about educating employers on how to remove waste and misaligned incentives in the Pharmacy component of health insurance.

Michael's role is to ensure the Account team has the appropriate resources to implement client driven strategies and serve as a subject matter expert in cost containment strategy as needed.

Achievements & Experience

Michael journey in employee benefits and consulting industry began in 2002. He joined Alliant in 2003. In 2021, Michael was recognized as an Employee Benefits Power Broker by Risk & Insurance Magazine.

Michael is also the producer of a podcast series, **Reconstructing Healthcare**, that explores what is wrong with the current health care system in the US, examines what drives higher healthcare costs and exposes deficiencies in traditional insurance products. Michael interviews companies that are providing innovative services and solutions designed to not only disrupt the health insurance marketplace but deliver lower costs and better value for employers and their employees. The Podcast is available on iTunes, Google Play, Stitcher and most podcast apps.



Karyn Goodsite

Vice President, Consultant

(951) 366-1224

[**Karyn.Goodsite@alliant.com**](mailto:Karyn.Goodsite@alliant.com)

Los Angeles Office

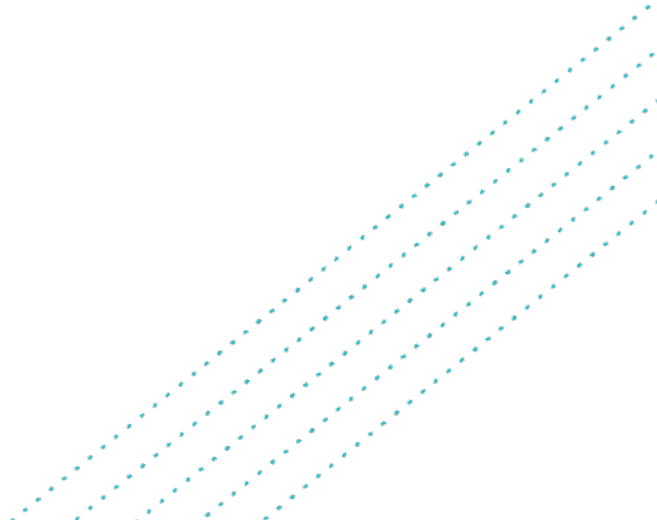
Responsibilities

Karyn will serve as the primary Consultant for clients and will work to establish the annual work plan. She will have joint responsibility with the Account Executive, for implementation of the benefits plan strategy, bidding processes, renewal presentations and open enrollment meetings.

She will work together with clients to build a multi-year strategic plan and design strategies to achieve its objectives. She has significant experience whether it is in plan design, funding, or carrier consolidation/replacement.

Achievements & Experience

Karyn began her career in Employee Benefits with Keenan in 1995. She joined Alliant in 2024. She is recognized in the industry as a subject matter expert and energetic consultant for large group employee health benefits programs that serve the needs of California school districts and their employees. Skilled in leadership, self-funded health insurance plans and pools, benefit design, mentorship, customer service, sales, strategic planning, vendor relations, communication, regulatory compliance and team building. Public Sector Agencies rely on her experience with CalPERS, PEMHCA and union negotiations to build an exceptional plan for a successful benefit program and improve employee engagement. Karyn holds a California Life & Disability and Long-Term Care license.





Yvette Fields, GBA

Assistance Vice President, Account Executive

(213) 213-0147

[**Andrianette.fields@alliant.com**](mailto:Andrianette.fields@alliant.com)

Los Angeles Office

Responsibilities

As Account Executive, Yvette is responsible for collaborating with the Producer(s) on the development and execution of client centered strategies. She has the ultimate responsibility of establishing a multi-year strategic plan for clients, which includes maintaining/driving a client calendar, ensuring compliance of the benefit plan, managing financials, negotiations, presenting renewals and suggested alternatives to Executives, Boards or Committees, as well as strategically guiding clients through the decision-making process.

She will also maintain ownership of all client deliverables as well as lead the service team in the implementation and execution of a strategic plan, renewal or marketing. In addition, she manages vendor relationships, implementations, and open enrollment.

Achievements & Experience

Yvette has been in the Benefits industry since 1997 and with Alliant since 2023. Her previous work experience includes working with another Broker Consulting firms where she managed client relationships, providing strategic guidance on employee benefit programs by understanding client needs, collaborating with internal teams and presenting comprehensive benefit solutions that align with client objectives.



Nancy Mallaret

Account Manager

(213) 270-0976

Nmallaret@alliant.com

Los Angeles Office

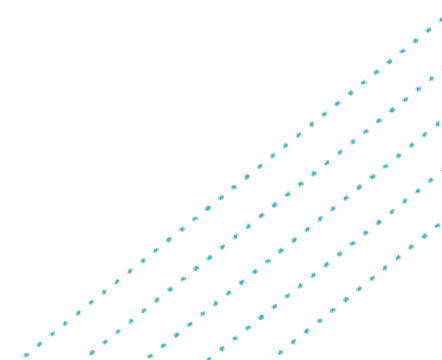
Responsibilities

As Account Manager, Nancy is responsible for assisting the Account Executive with the development and execution of client centered strategies. She ensures key deliverables are carried out including managing vendor relationships, renewals, implementations, and open enrollment.

In addition, Nancy can be seen as the day-to-day contact for clients responding to any inquiries including benefit and claim questions/issues.

Achievements & Experience

Nancy has been in the Benefits industry since 1995 and with Alliant since 2008. She graduated from California State University, Los Angeles with a B.A. in Computer Information Systems. Her previous work experience includes Middle Market and National Accounts at Cigna Healthcare.





John Tabbert

Benefits Analyst I

(949) 660-5900

John.Tabbert@alliant.com

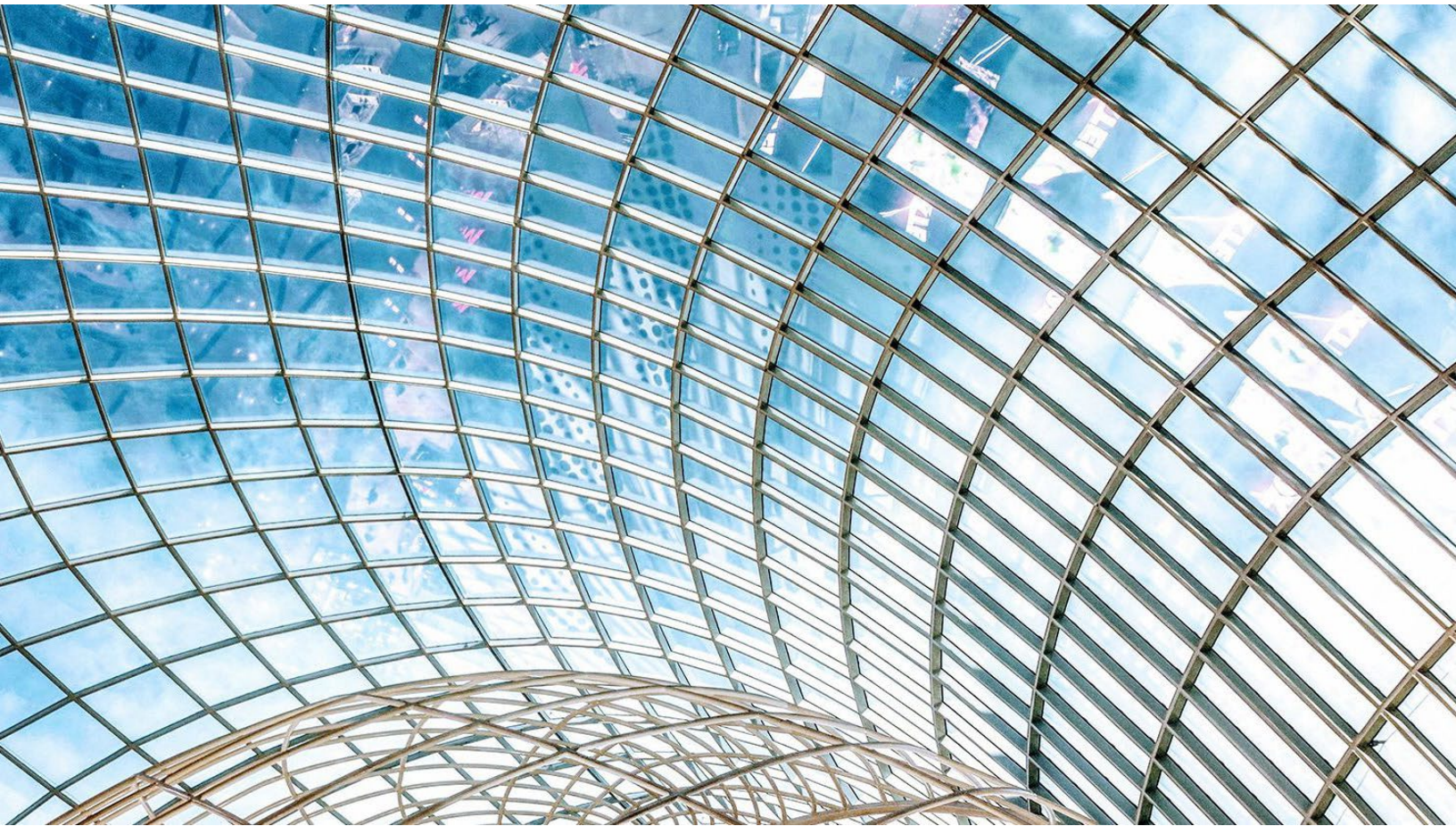
Irvine Office

Responsibilities

As Benefits Analyst, John is responsible for assisting the Account Executive in processing renewals, conducting and analyzing marketing, preparing financial summaries and providing general technical support. He will work with the team in selecting markets for solicitation. He is responsible for performing a thorough analysis of market proposals for verification of benefits, premiums and competitiveness. Responsibilities include analysis of technical data, review and negotiations, as well as strategic planning for benefit plan changes. He also has responsibility in assessing each carrier's underwriting philosophy and determining the appropriateness for Alliant clients.

Achievements & Experience

John attended University of California, Merced and received a BA in Economics. He was hired with Alliant in February of 2023. His previous work experience is working as a Benefit Analyst with Acrisure of California/Brakke Schafnitz.



Meet the Specialty Resource Team



Doug Levit

Executive Vice President, Director Analytics

(678) 867-6125

dlevit@alliant.com

Georgia

Responsibilities

Doug Levit leads the National Employee Benefits Analytics practice for Alliant Insurance Services. Doug's primary responsibilities include both providing a range of actuarial services to his clients as well as management of Alliant's national data warehouse used to provide detailed reporting including trends, cost drivers, and clinical adherence.

Achievements & Experience

Doug is a graduate of Northwestern University and holds a B.S. in Math and Economics and is a Fellow of the Society of Actuaries as well as a Member of the American Academy of Actuaries. Doug has been with Alliant since 2005.



Amy Feldberg

Vice President, Underwriting Lead

(949) 660-5977

AFeldberg@alliant.com

Irvine

Responsibilities

Amy works directly with clients to provide financial analysis in the form of underwriting, forecasting, plan modeling and Stop Loss negotiation and risk transfer analysis. She will support the service team in identifying cost drivers and opportunities, work with client's finance team to understand trends and set appropriate budgets as well as lead the underwriting process for the renewal. If TPA and Network changes are being considered, Amy evaluates network discount differentials to help assess the impact of moving from one network to another on overall cost to the plan.

Achievements & Experience

Amy started her career in Human Resources/Benefits as a Technical Analyst. Her responsibilities also included working with consultants in marketing health care plans and preparing marketing presentations, analyzing renewal rates, recommending more cost-effective plans and assisting with claim issues.

Amy received her bachelor's degree in Business Administration from the University of San Diego and her Master's in Business Administration from San Diego State University. Amy has been in the industry since 2008 and with Alliant since 2011.



Andrea Alarcon, J.D.

Compliance Consultant

(916) 643-2791

Andrea.alarcon@alliant.com

Irvine Office

Responsibilities

Andrea addresses client's daily compliance questions, provides written updates and training on legislative and regulatory activity impacting employee benefit plans, and provides recommendations on a variety of health and welfare benefit plan design, administration, and related tax issues. Areas of expertise includes, Affordable Care Act (health care reform), ERISA, COBRA, HIPAA, Cafeteria Plans, Flexible Spending Accounts, Health Savings Accounts, Mental Health Parity, and Domestic Partner Benefit.

Achievements & Experience

Andrea is a CA licensed attorney with experience advising clients on their employee group health and welfare plans since 2015. She is a graduate of the University of California, UCLA School of Law and Stanford University.



Debbie Rey

Assistant VP, Communications Consultant

(949) 260-5065

Debbie.Rey@alliant.com

Irvine Office

Responsibilities

As Communications Specialist, Debbie will work with <prospect name> in crafting and executing a strategy for all your communication campaigns.

Debbie began her career with Alliant as an Account Associate and as such became very familiar with the types of communications that make the most impact with employees/retirees as it relates to recruitment, new hire onboarding, open enrollment, and year-round communications. Debbie's extensive knowledge of Alliant's communication systems will ensure you have materials to match your company's brand and culture.

Achievements & Experience

Debbie has been in the benefits industry since 2017 when she joined Alliant. She has her bachelor's degree in Communications from California State University, Fullerton.



Grace Johnson

Graphics Communications Specialist

(949) 527-9873

Grace.Johnson@alliant.com

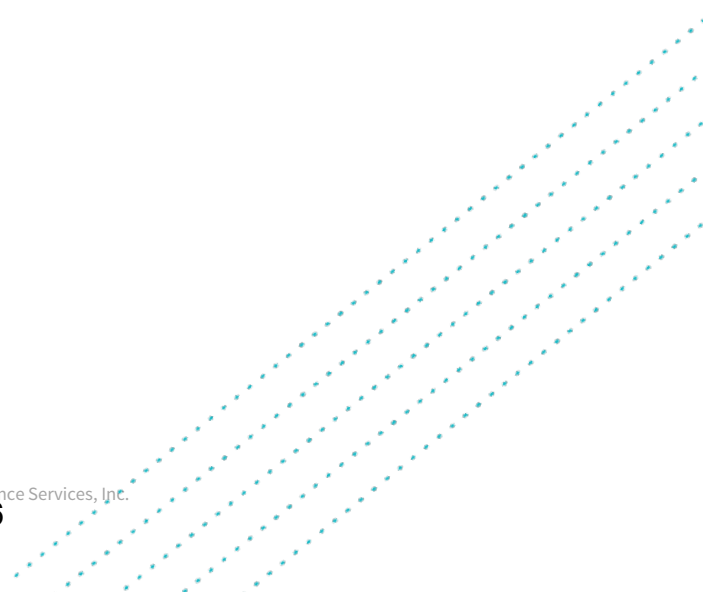
Irvine Office

Responsibilities

Grace effectively leads projects from concept to completion ensuring timely completion and meeting project deadlines within established constraints, such as time, cost and quality standards. She creates high-end collateral and takes responsibility for designing, producing and managing the creation of presentations, brochures, advertisements, announcements, logos, newsletters, flyers, invitations, and digital media communications. She will participate and contribute to forward-thinking design ideas solutions during project duration.

Achievements & Experience

Grace has been in the benefits industry since 2019 and was hired with Alliant in 2019. She has her bachelor's degree in Communications from Vanguard University.





Kerstin VanZanten

Vice President, Consultant, Voluntary Benefits

(949) 527-9711

kerstin.vanzanten@alliant.com

Irvine, CA

Responsibilities

As a strategic partner for the health and welfare consulting team, Kerstin will work with the Core Account team and Niagara Bottling to build a multi-year strategic plan to enhance your voluntary benefit offering. She will have joint responsibility with Nicole VanBruggen for strategy execution and overall account satisfaction. She has extensive experience implementing a broad range of voluntary plan benefit options and delivering dynamic communication and engagement strategies to help educate employees on their entire benefits portfolio.

Achievements & Experience

Kerstin has experience as a leader in the voluntary benefits industry since 2003. She has spent her career developing market-leading products, creating new distribution channels, and leveraging innovative technology systems to create a better experience for enrollment and administration.



Kevin Collins

Executive Vice President, Consultant, ADL

(312) 546-5637

KCollins@abcsys.com

Chicago

Responsibilities

Kevin is an Executive Vice President with Alliant and serves as one of the national practice leaders for the large employer Absence, Disability and Life insurance (ADL) and Voluntary Benefits specialty consulting practices. He works with a team of specialists and tenured consultants dedicated to this niche area and who are familiar with the complexity large employers experience in balancing effective time away from work benefits with effective workforce productivity solutions.

This extra level of program specialization creates the ability to leverage data analysis, integration, compliance and administrative solutions to provide fresh insight into the business value of these programs to large employers

Achievements & Experience

Kevin has been in the insurance and benefits industry since 1985. He started his career on the insurance carrier side for the first 21 years, focused on national account sales and strategy and then transitioned to consulting side of employee benefits – all focused on large employer ADL consulting and client relationship management. He has experience working with many large national clients such as Accenture, Common Spirit Health, Chipotle, Advocate Health, CVS Health and Centene, to name a few. Kevin lives in Chicago and has been with Alliant since 2018. Kevin has a BA in Business from Lake Forest College.



Bill Jetter, CEBS

Vice President, Marketing and Strategy Development,
Alliant Medicare Solutions

(402) 364-0600

Bill.Jetter@seniormarketsales.com

Omaha

Responsibilities

Bill has over 30 years of experience in insurance which started with Mutual of Omaha on the Group Health Insurance division where he held positions from Group Representative to Regional Vice President and CEO of a Mutual of Omaha HMO plan. He made a transition to Medicare holding positions as an Executive Director of Special Needs Medicare Advantage Programs and a Regional Vice President with United Healthcare, CMO with Medico Insurance Company, CMO with Aetna Senior Supplement and President of Medicare Transitions Services, also with Aetna.

Achievements & Experience

Bill Joined Alliant in 2021 as VP of Alliant Medicare Solutions, developing the AMS program to provide Medicare services for Alliant customers.



Niti Thai

Assistant VP, Health and Productivity Consultant

(949) 660-8123

Niti.thai@alliant.com

Irvine Office

Responsibilities

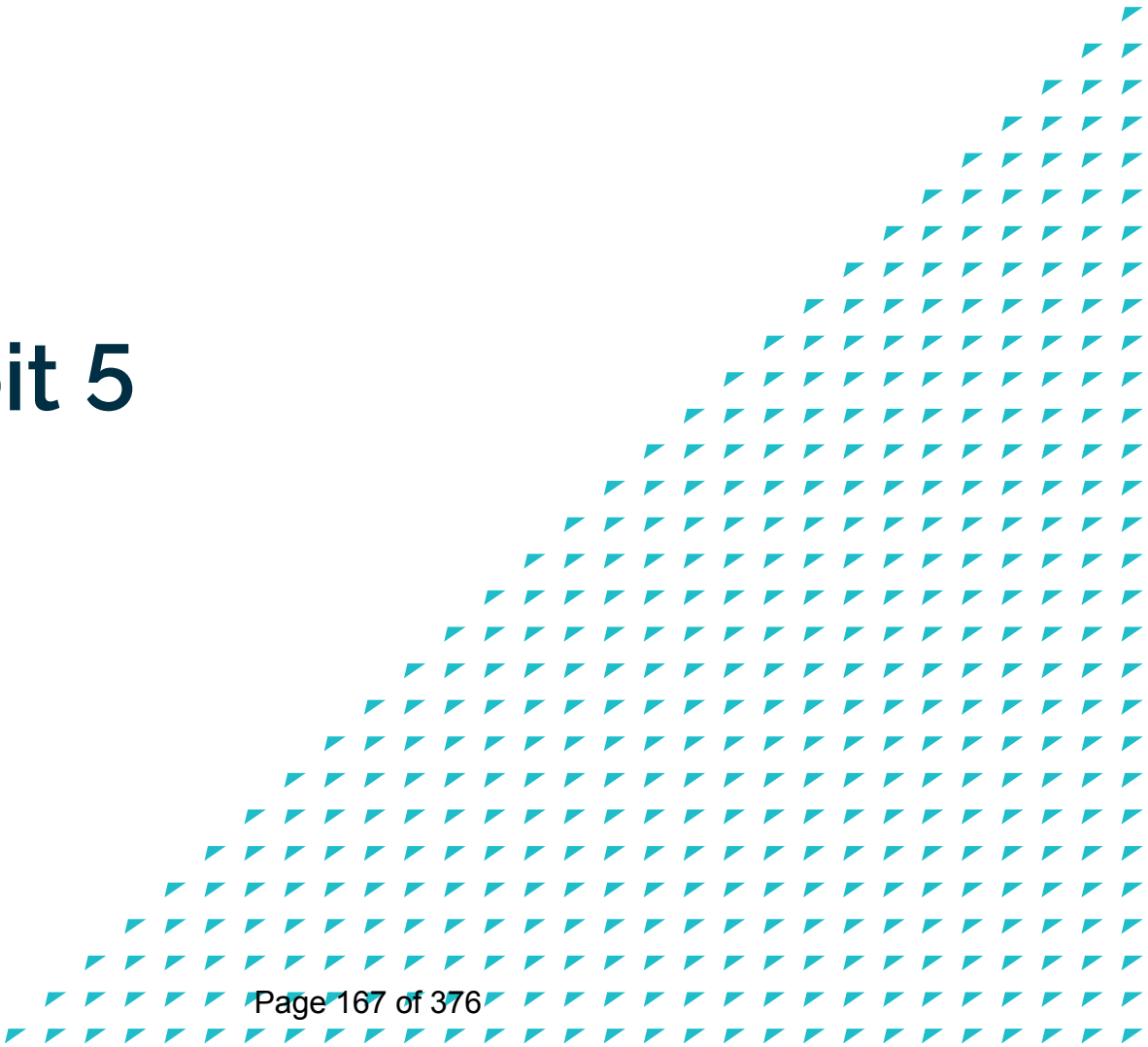
Niti is responsible for researching, developing and recommending strategies and initiatives that would best enhance clients' health and productivity. She works closely with the service team in assisting their clients in the design, development and delivery of the most appropriate health and productivity initiatives and programs. She assists clients in identifying opportunities and then strategizing solutions for improved health and productivity within the workforce. She works to utilize Alliant's current wellness resources, as well as help expand the tools and resources necessary to support the Alliant client. She keeps abreast of industry best practices, vendor technology and program communications.

Achievements & Experience

Niti has been working in the corporate wellness arena since 2014. She is experienced in a range of wellness programs as she has worked both for direct clients, vendors as well as brokers. Prior to joining Alliant Insurance Services, Inc., she worked at Johnson & Johnson, Northrop Grumman and other insurance brokerage firms in the orange county area.

Niti has a Bachelor's degree in Kinesiology: Exercise Science from California State University, San Bernardino and a Master's Degree in Health Promotion from California University of Pennsylvania. Currently she is pursuing her PhD in Public Health with a concentration on childhood obesity.

Exhibit 5





Absence, Disability and Life Practice

Better for your employees. Better for you.

Leave management doesn't have to be a maze.

It's inevitable – employees need time away from the workplace to recover from an illness or injury, to welcome a newborn, for bereavement, family circumstances, or even jury duty. They'll look to you for the straight-forward guidance they need to confidently take their leave. They shouldn't have to worry about the various laws and regulations that can make time off policies and procedures convoluted—and neither should you.

With a team comprised of consultants, project managers, actuaries, underwriters, and legal and compliance, we deliver the benefit programs your workforce relies on during every phase of life, while providing you with the right vendors, streamlined administration, and navigation through ever-evolving local, state, and federal regulatory environments.

We deliver practical and results-oriented solutions directly to you and your people. Working to ensure sustainable, organization-wide improvements, our consulting group focuses on:

Absence and Disability

Disability – Short-Term and Long-Term Disability, statutory disability programs

Regulatory and legislated programs – FMLA, ADAAA, NYPFML, WAPFL, and more.

Paid Time Off (PTO) Programs – vacation, company leaves including maternity, medical, sabbatical, bereavement, adoption, bonding, hardship, and more.

Life Insurance

Active and/or retiree Basic and Optional Term Life

Group Universal and Group Variable Universal Life

Active and Retiree Life Insurance Funding Accounts and Guaranteed Accounts

Retirement Funding Accounts

Flexible Funding Life

Section 79 Imputed Income and Rate Straddling review

Dental and Vision

Network adequacy

Discounts

Captives

Effective use of captives to reinsure employee benefits programs

Ceding commissions and percentages

There are benefit solutions, and then there's performance.

Alliant's ADL practice does more than enhance what you're offering employees. Our ADL group optimizes delivery too.

ADL Practice Levels and Services

Tailoring solutions for all size clients, in all industries and jurisdictions, we provide support in the following areas:

- Model requests for proposals, information, and/or pricing
- Program design review
- Vendor service/process review
- Client/prospect conference calls
- Initial cost-modeling review*
- Leverage with vendors
- Client references**
- Benchmarking***
- Renewals*
- Implementation support
- Performance Guarantee negotiation and monitoring
- Issue resolution
- Periodic financial reporting and analysis
- Process and clinical audits

Our team of over 40 dedicated professionals, unmatched in their depth of knowledge and specialization in the Absence, Disability, and Life landscape, provide you an undeniable advantage in support and solutions to protect your employees from the challenges they may face outside of the workplace.

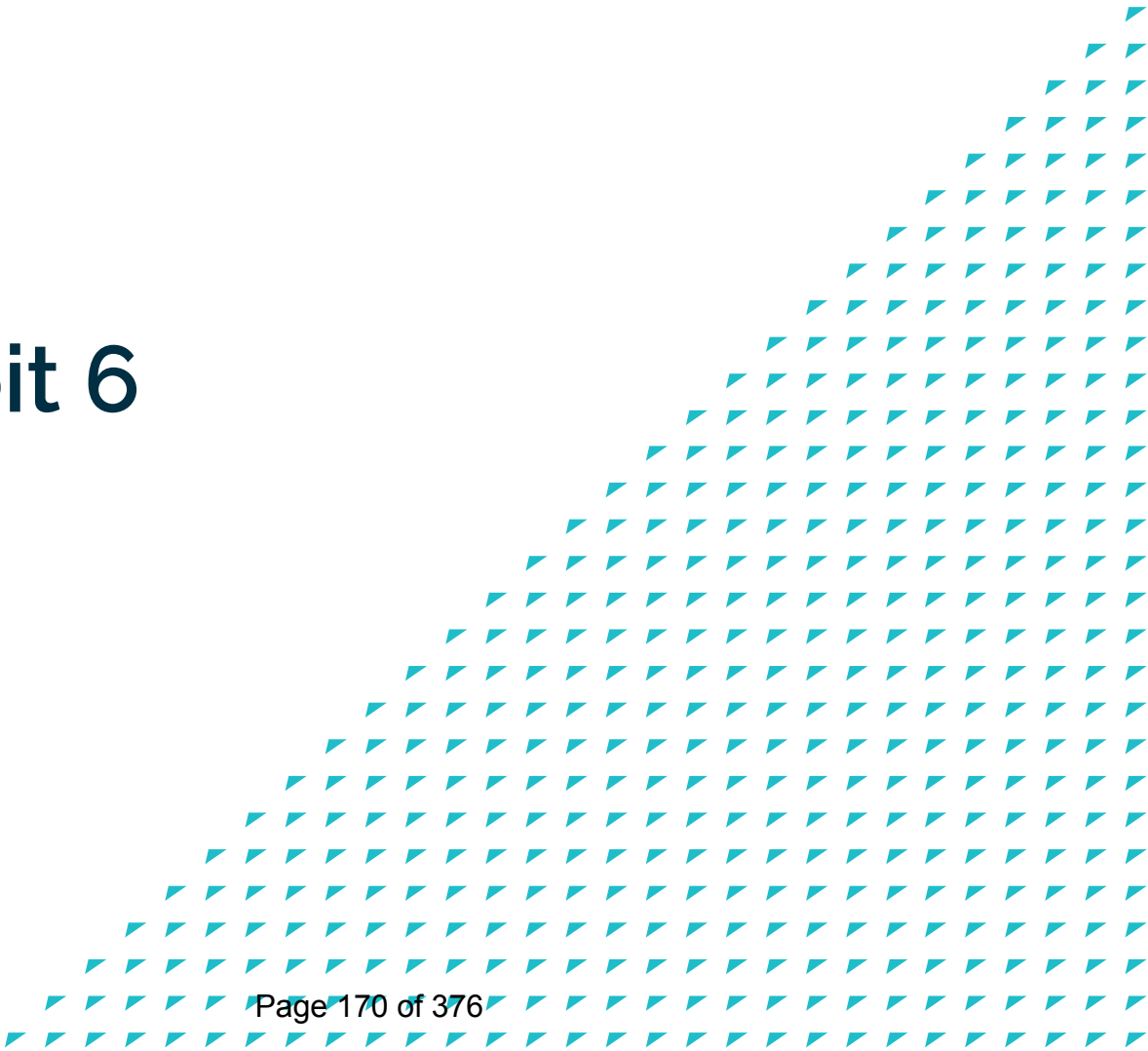
* 5,000+ employees+

** 10,000+ employees+

***Non-customized for smaller clients

We offer general support for clients with fewer than 1,500 lives. For clients with over 5,000 employees, products and services are fully customized with a dedicated and robust team of experts. For other clients, Alliant Leave Advantage provides a subscription-based solution with customizable options.

Exhibit 6





Solutions that Fuel Your Future

Your new partner in HR transformation

Don't just survive. Elevate.

People power your business, and while technology can help prepare you for tomorrow, it doesn't do enough on its own to move the needle and enhance your business objectives. Smart, forward-thinking companies like yours know that having the right people and strategies in place makes the difference between standing still and moving forward.

Addressing changing strategies such as compensation, organizational development, and HR can be a challenge, but Alliant Human Capital sees challenges as opportunities.

Alliant Human Capital consultants work with you to develop holistic and innovative solutions for several key performance areas of your business, with a focus on the most important piece of the puzzle—your people.

Delivering value through people

Alliant Human Capital is the critical HR collaboration you need to ensure that as the nature of work evolves, you're able to evolve with it.

We specialize in solving your toughest challenges in the following areas:

Organizational Development

- **Strategic OD Consulting:** We use our unique vision with established organizational change management practices and tools necessary to implement new changes across your organization. We focus on facilitating, teaching, mentoring, and coaching your teams and individuals on improving performance.
- **Managed OD Service:** Optimizing the performance of your organization and people, we align innovative strategic solutions to business outcomes by offering full and fractional OD expertise with outsourced professionals at Principal, Senior Consultant, and Consultant levels.

Compensation

- **Strategic Compensation Consulting:** Leading, developing, and executing people-centric compensation and incentive programs that drive growth and increase value across your organization.
- **Managed Compensation Service:** Expanding your organization's bandwidth and expertise, we offer full and fractional outsourced compensation support at the Director, Manager, and Senior Analyst levels.

Human Resources

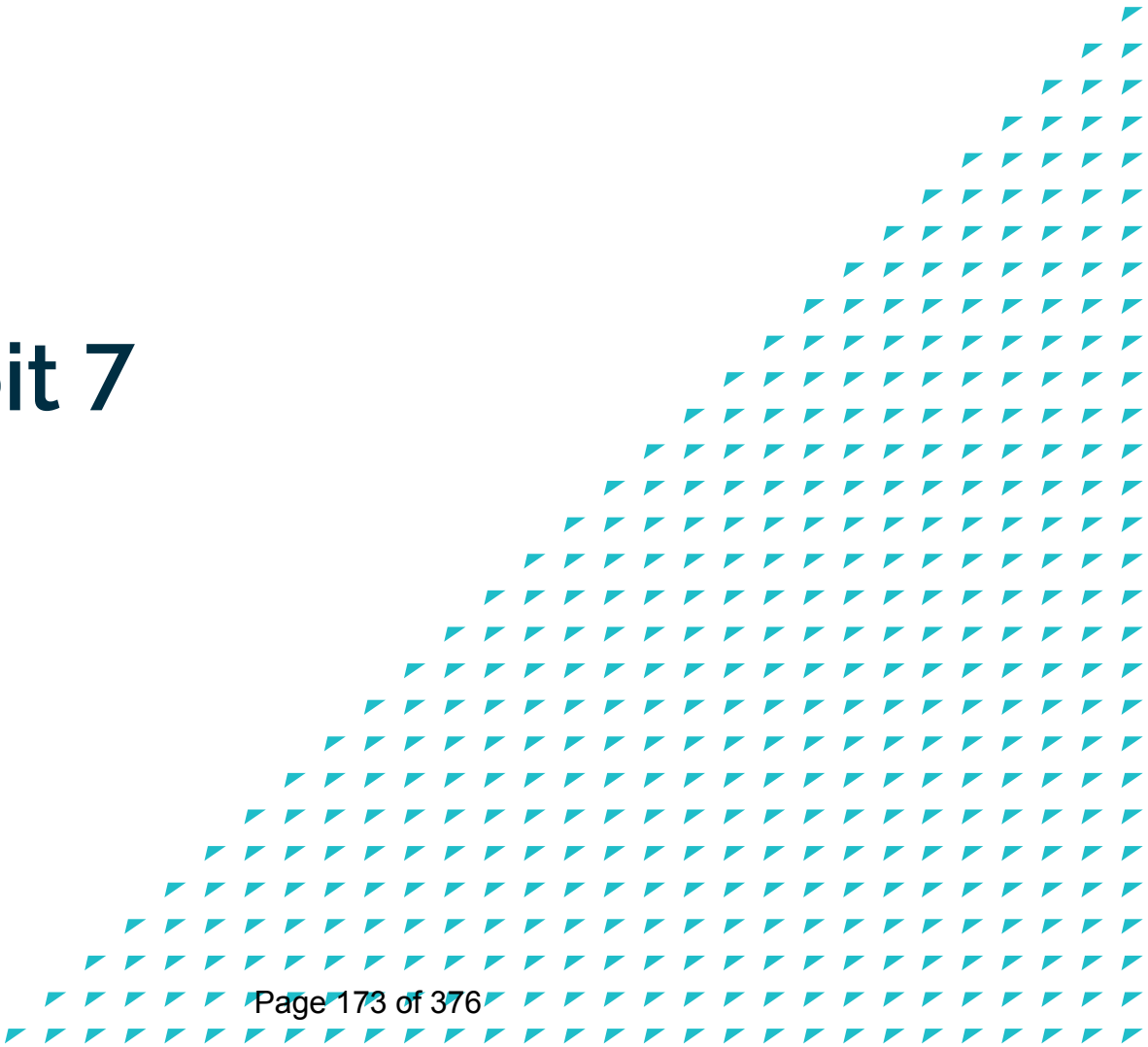
- **Strategic HR Consulting:** Focusing on creating a cohesive framework for the way employees are hired, managed, and developed, in ways that also support your long-term business goals. We'll work together to create the environment needed to deliver great value built on the idea of people first.

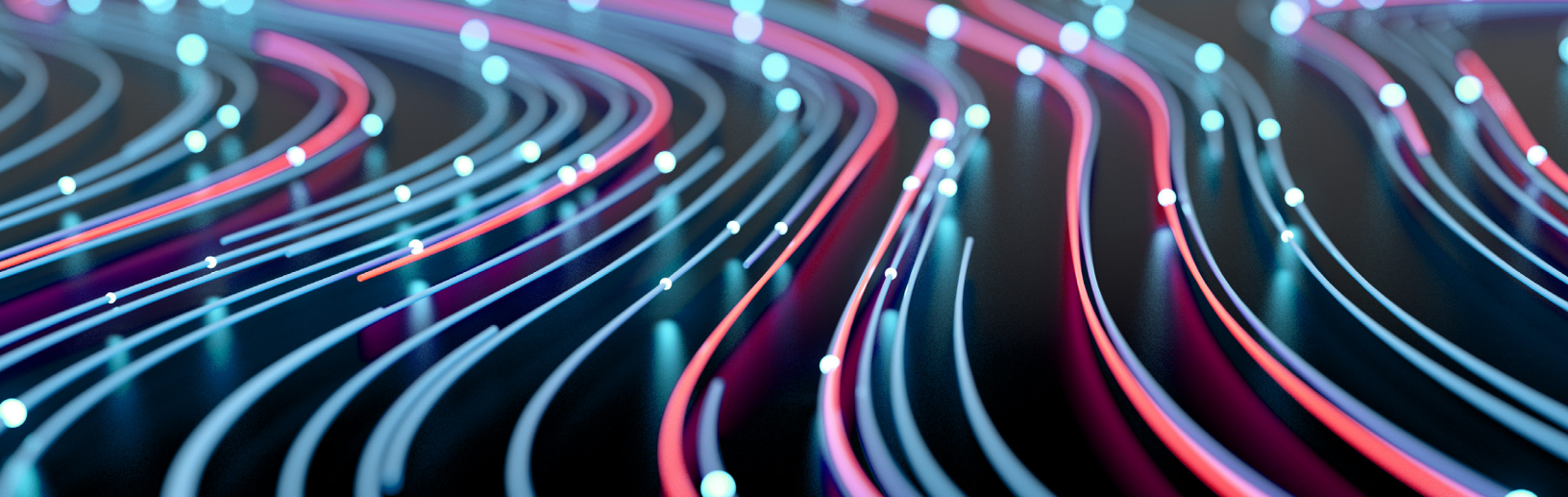
- **Managed HR Service:** As a collaborative extension of your HR team, we offer full and fractional Human Resources support at Director, Generalist, and Specialist levels, easing your day-to-day and long-term tactical and transactional HR work.

The future starts now

Offering smarter solutions that meet your biggest workforce challenges and exceed your expectations, Alliant Human Capital aligns the expertise and technology necessary for success—powerful, unique, and innovative people-focused strategies to build a strong future.

Exhibit 7





Employer Technology Consulting

Employee Benefits

Strategic business needs and people are your focus. HR technology is ours.

Between HR, benefits and payroll solutions, most employers support from two to six systems. Systems that don't fit a company's needs or struggle to integrate with each other become a source of frustration for both the teams that own them and the employees that must use them. Easy to use and correctly configured technology is key to ensuring the HR ecosystem works seamlessly. Effective technology solutions allow HR teams to focus on an organization's strategic objectives, and Alliant's Employer Technology Consulting team can help get you there.

The Alliant HR Tech Advantage

- ▶ **HR Technology Consultants** with commanding knowledge of human resources, its complexities, and supporting technology.
- ▶ **Tenure and Bench Strength** involving subject matter experts who average 20+ years' experience working with HR technology.
- ▶ **Familiar but Agnostic** our consultants are well-versed in a wide variety of HR technologies, but solely aligned to your interests as an employer.
- ▶ **Comprehensive End-to-End Solution** that guides you in the selection, implementation, refinement, and management of software systems and streamlined processes

Areas of Expertise

HCM and Benefit Technology Consulting Services

You'll gain the benefit of our expansive knowledge in HR, payroll, benefits, workforce management, and all other aspects of HR solutions and Human Capital Management (HCM) technology.

Advisory Services

Innovative organizational models, processes, and technologies drive lasting value by helping you deliver effective, efficient solutions across your organization.

▸ Diagnostic Review

A completely vendor-neutral review of your company's HR contracts, systems, and processes.

▸ Vendor Selection Services

A compelling business case, a head-start on your requirements definition, and comparisons of vendors and products that meet your needs.

▸ Optimization Services

Optimize existing solutions by assessing enterprise needs and priorities and identifying and closing process and technology gaps.

Additional Services

▸ Billing Reconciliation

Helps you automate processes and identify and correct potentially costly errors.

▸ Compliance and Audit Support

Satisfy compliance rules, and improve data quality, integration, reporting, and analytics.

▸ Data Exchange

Alliant Employer Tech Consulting helps your systems work collaboratively to send and receive carrier feeds, third-party files, and more.

▸ Staff Augmentation

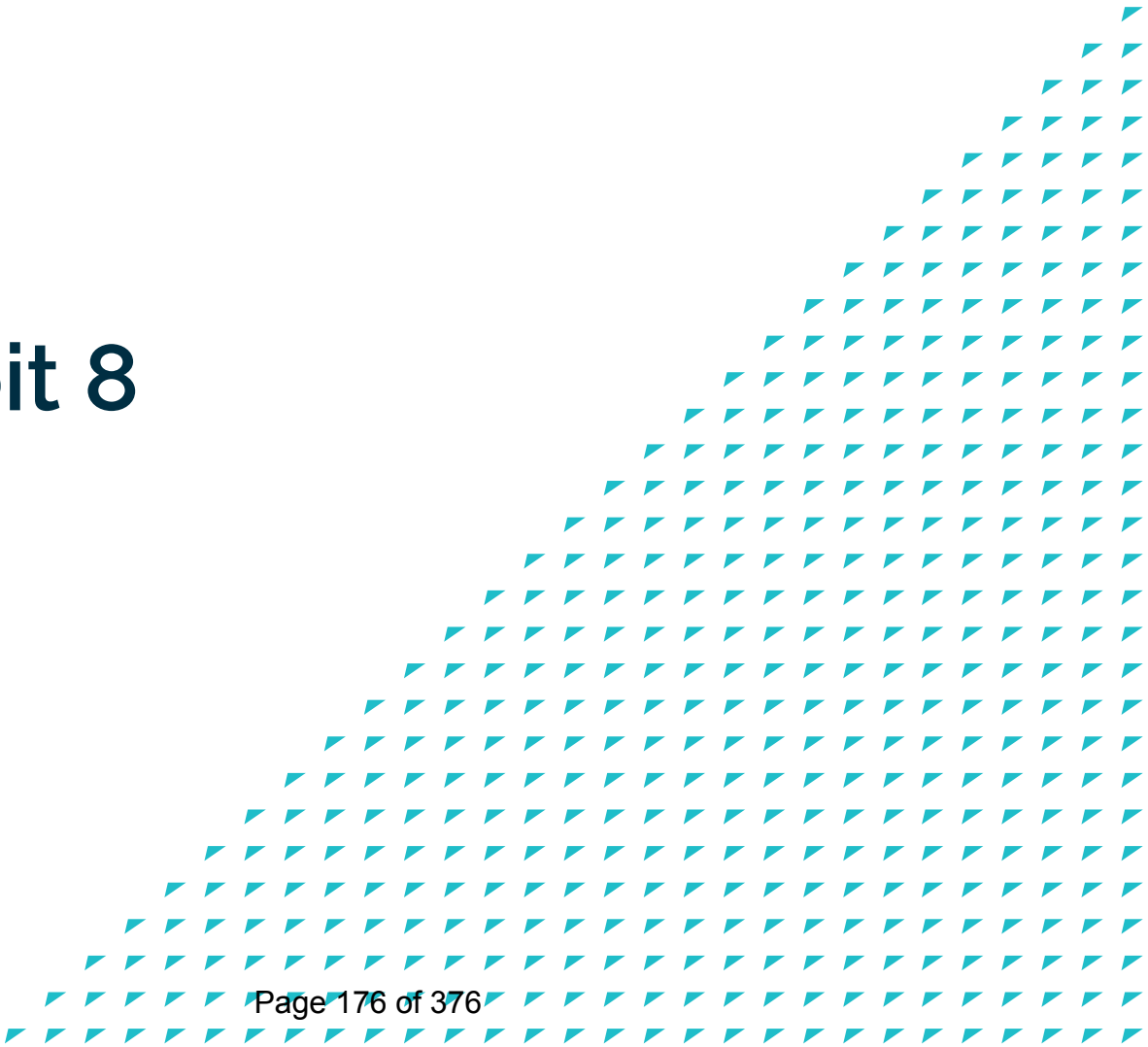
When you need experienced staff, integration assistance, or project management of any HR-related project, Alliant is available to help.

About Alliant Insurance Services

Alliant Insurance Services is one of the nation's leading and fastest growing distributors of diversified insurance products and services. In the face of increasing complexity, our approach is simple: bring on the best people and invest more deeply in the industries and clients we serve. We operate through a network of specialized national platforms and regional offices to offer a comprehensive portfolio of services to our clients. Our goal is to ensure that they get the most innovative products—and innovative thinking—in the industry.

alliant.com

Exhibit 8



Retirement Plan and Financial Services

CUSTOMIZED PLANS BACKED
BY SPECIALISTS IN FIDUCIARY
RISK PROTECTION





Retirement plans that are uniquely designed for your company, flat rates based on an upfront scope and advisors who are genuine partners. That's the Alliant Retirement Consulting advantage.

Your fiduciary liability protection is paramount.

Retirement Plans Built From Scratch

With Alliant Retirement Consulting (ARC), your plan strategy, design and implementation are created based on your organization's specific needs. Your consulting team is inherently proactive, and the fee structure is refreshingly inclusive.

Plan Design

Your ARC team understands the intricacies of plan design, investments, compliance and the fiduciary risk inherent with an employer-sponsored retirement plan. This differentiating combination of skill sets helps you:

- Optimize your plan design to meet strategic goals and objectives

- Be compliant with regulations
- Ensure all relevant plan documentation is correct
- Have strong advocacy with service providers

Vendor Review, Search and Placement

Our familiarity with the market ensures that your organization is provided transparent plan comparisons without the gimmicks. You can also expect:

- Annual needs analysis, fee and service reviews
- Benchmarking, plan design and due diligence
- Benchmarking review, negotiation, and conversion management

Employee Education and Engagement Services

Operating with the awareness that no two employee populations are alike, we devise an education strategy that seeks to provide a measurable ROI on the items that are important to your organization. You can expect:

- Customizable education campaigns that meet your unique population where they are at
- Education based on language and demographics
- Financial wellness discussed in a way that complements the rest of your benefits package

Fiduciary Services

Think of your ARC team members as a day-to-day extension of your HR and risk department. They will assist you with:

- Investment policy statement (IPS) creation, review and monitoring in accordance with the IPS
- Annual fiduciary training that is recorded, customized and presented to committee members and fiduciaries
- Turn-key review meetings that include meeting preparation, content creation, meeting minutes, and eBooks for filing
- Review of your plan design and operations to identify areas for improvement and create efficiencies in plan management

Investment Selection and Review

ARC can be your co-fiduciary through the 3(21) or 3(38) co-fiduciary status. Whichever status you choose, your ARC team will benchmark, monitor and maintain an investment watch list for you.

Human Resources and Finance Team Support

The high-touch service levels you receive from our team also include:

- Coordination of services with all providers
- Creating appropriate connections between the service provider, employees, and HR and Finance teams
- ERISA consulting and audit support
- Assistance on all mergers and acquisition activity
- Assistance with retirement plan payroll integration solutions for problems when they arise

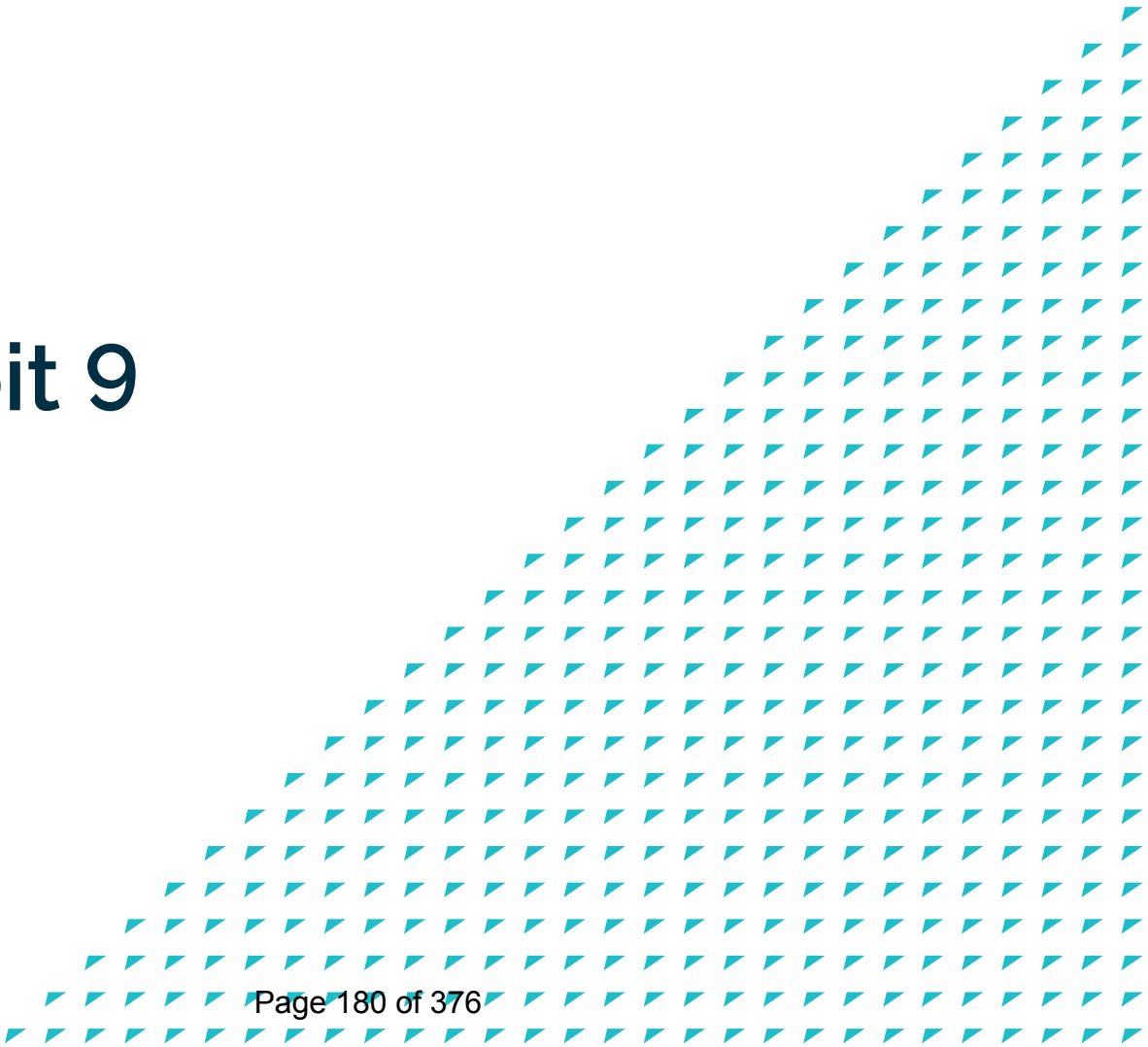
About Alliant Retirement Consulting

With more than 600 retirement plans and \$12 billion under advisement, Alliant Retirement Consulting serves a broad range of clients—from start-ups to Fortune 500 companies. Listed as a top-rated team according to FT 401 (Financial Times) and Plan Sponsor publications, with Alliant Retirement Consulting you gain highly customized retirement plan guidance and an experience that reflects the Alliant difference.

Established in 2002, Alliant Retirement Consulting is wholly owned by and in strategic partnership with Alliant Insurance Services, one of the fastest growing insurance brokerages in the industry. Our clients get the national strength they need backed by the local expertise that matters.

More information is available at [AlliantRetirementConsulting.com](https://www.alliantretirementconsulting.com).

Exhibit 9





Alliant Benefit Advocates

Driving engagement when it matters most

When they've got questions, we've got answers

Benefits are one of the best perks you can offer your workforce, but with the complexity of employee benefits comes a lack of confidence in navigating them. Your employees face many questions, but do they have a way to get the answers they need?

With Alliant Benefit Advocates, they do.

Outsource to the experts

Our Advocates are ready to help educate your people on the ins and outs of their plans, answering the hard questions so that your employees understand and get the most from all their benefit plans.

An integrated experience with optimized expertise

We work diligently to ensure we feel like an extension of your HR team. Alliant's Advocates are highly trained professionals with extensive benefits and insurance experience. We know the details of your plans and maintain relationships with your carriers, so we resolve your employees' issues quickly and efficiently and ensure they remain productive, focused, and vested.

Single point of contact, multilingual response

Alliant Advocates are available via email or phone. We work with an interpretation service that support 125 different languages, providing the following assistance to your employees:

- Benefit-related questions*
- Claims questions
- Prescription issues
- Enrollment and eligibility information
- FSA questions
- COBRA-related issues
- Medicare questions

**Benefit advocates cannot answer questions on Workers' Compensation claims or Medicaid.*

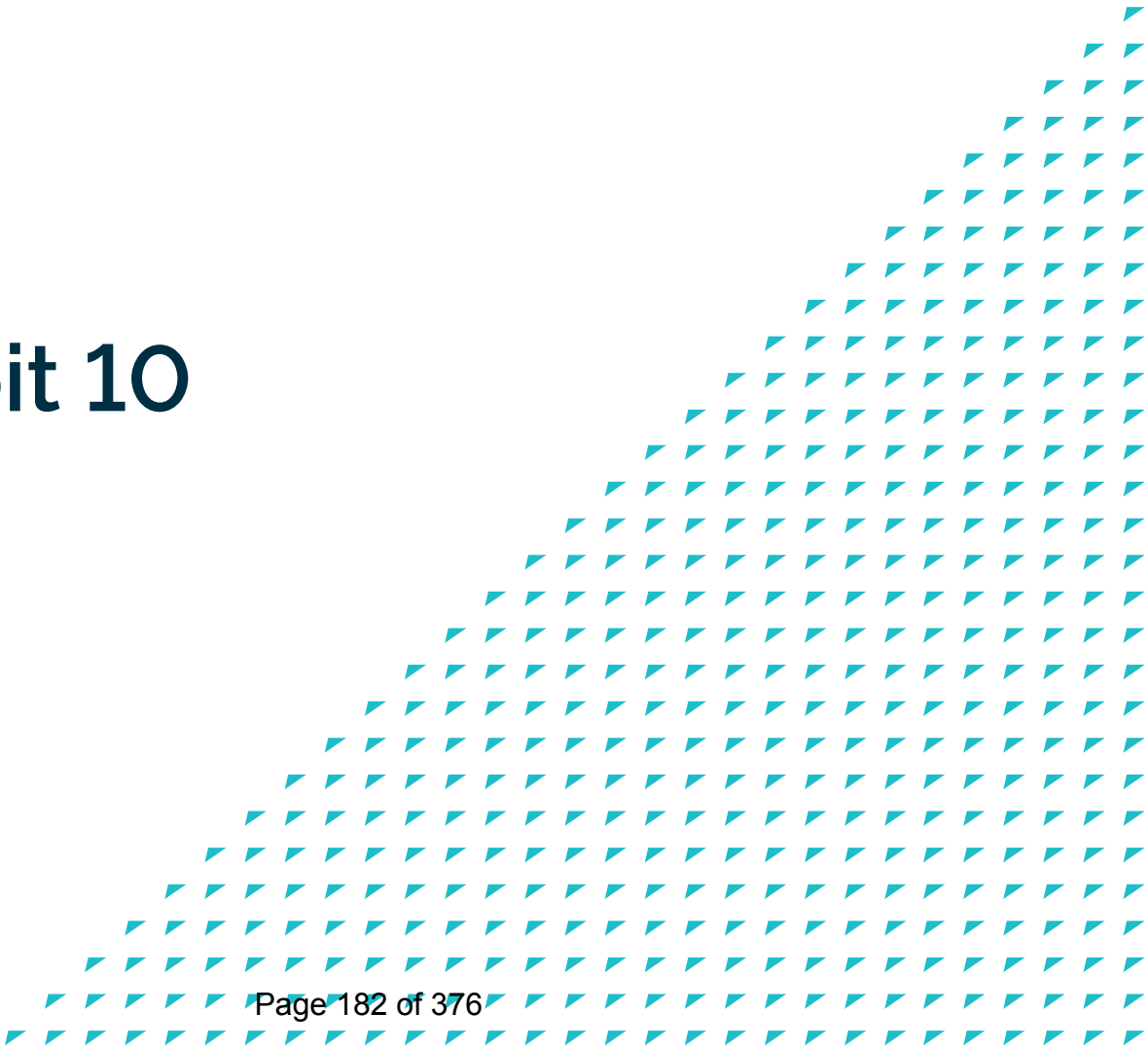
Our Advocates work in a system that is fully compliant and actively monitored to ensure information is secure and confidential. In addition, our online platform gives us the ability to track and identify trends across your organization, including claims problems with specific carriers, higher volume issues, and utilization reporting and benchmarking.

We're not your call center—we're your benefits resource

We help to empower your people by being a true partner, connecting them to the information they need, when they need it.



Exhibit 10





Alliant Medicare Solutions—Premier

Compliant, compassion-based, white glove solution for your aging workforce challenges

Every organization faces aging workforce challenges

Whether your employees are approaching the milestone of Medicare eligibility, managing their healthcare needs, or making a career change that impacts their access to benefits, each event can be overwhelming, difficult, and confusing for individuals and their families.

Why? Because organizations aren't talking about aging workforce topics.

Lack of engagement is leaving a void in workforce planning. Aging workforce transitions feel like an abnormal disruption, but in fact are a predictable and integral part of life.

Employees who are anxious about a personal situation are less engaged and apt to be less satisfied at work. Helping workers through critical healthcare decision points is a win-win for both employees and HR.

Help employees plan for the next stage

AMS Premier offers concierge education and enrollment services to address individual needs and proactively assist in lowering your healthcare spend.

More than a call center, our experienced concierge specialists are dedicated partners, providing tools and expert guidance to your employees, their spouses, and families. With the right information, they can make more informed healthcare

decisions, while often saving thousands of dollars on costs for premiums, services, and prescription drugs.

No two employee populations are alike—neither are our strategies

AMS Premier gives your employees and their family members “white glove” support to make better informed healthcare and retirement related decisions:

- Dedicated advisor and telephone/online enrollment support for pre-65 and post-65 employees and retirees.
- Comparison and coordination of Medicare benefits, Social Security planning, retirement readiness, enrollment, and disability support.
- Proactive outreach to employees to educate, prevent improper enrollments, and coordinate benefits
- Comprehensive off-boarding and benefit continuity support, including sourcing COBRA alternatives as needed
- On-demand education, webinars, counseling, and plan admin support
- Caregiver assistance program to support loved ones with necessary resources.

HR can breathe easy

AMS Premier alleviates many concerns for your HR team. Redirecting questions about Medicare, Social Security, COBRA alternatives, and retirement to experts reduces liability for you.

Your dedicated AMS Premier account manager works diligently to uncover potential risks in current processes.

Your company will feel supported because we offer:

- ERISA/DOL/CMS/IRS compliant solutions and benefit design consultation to reduce liability
- Proven ROI, based on real employer and employee cost savings through avoided cost
- In depth auditing services available at additional cost to help recover Medicare Secondary Payor dollars, HDHP HSA compliance, and overall compliance process auditing
- Assistance with goals, wit program rollout, and customized communication strategies

Alliant Medicare Solutions Premier is a premium benefit that is proven to reduce healthcare spend and minimize organizational risk.

It's the ERISA compliant, compassion-based, white-glove solution your organization needs to address your aging workforce challenges.

Premier Services

Employer Support

Proven Healthcare Cost Reduction
 Dedicated Account Managers
 ERISA Compliant Active Employee Solution
 Employer Resource for Medicare
 Managed Service Rollout Plan
 Custom Communications & Marketing Plan
 ESRD & High-Risk Employee Support
 Customizable Outreach Campaigns
 Utilization Reports
 Support for Virtual Benefit Fairs
 Monthly Client Touchpoints
 COBRA Policy & Procedure Review
 Retiree Group Platform
 Medicare Acknowledgement Forms

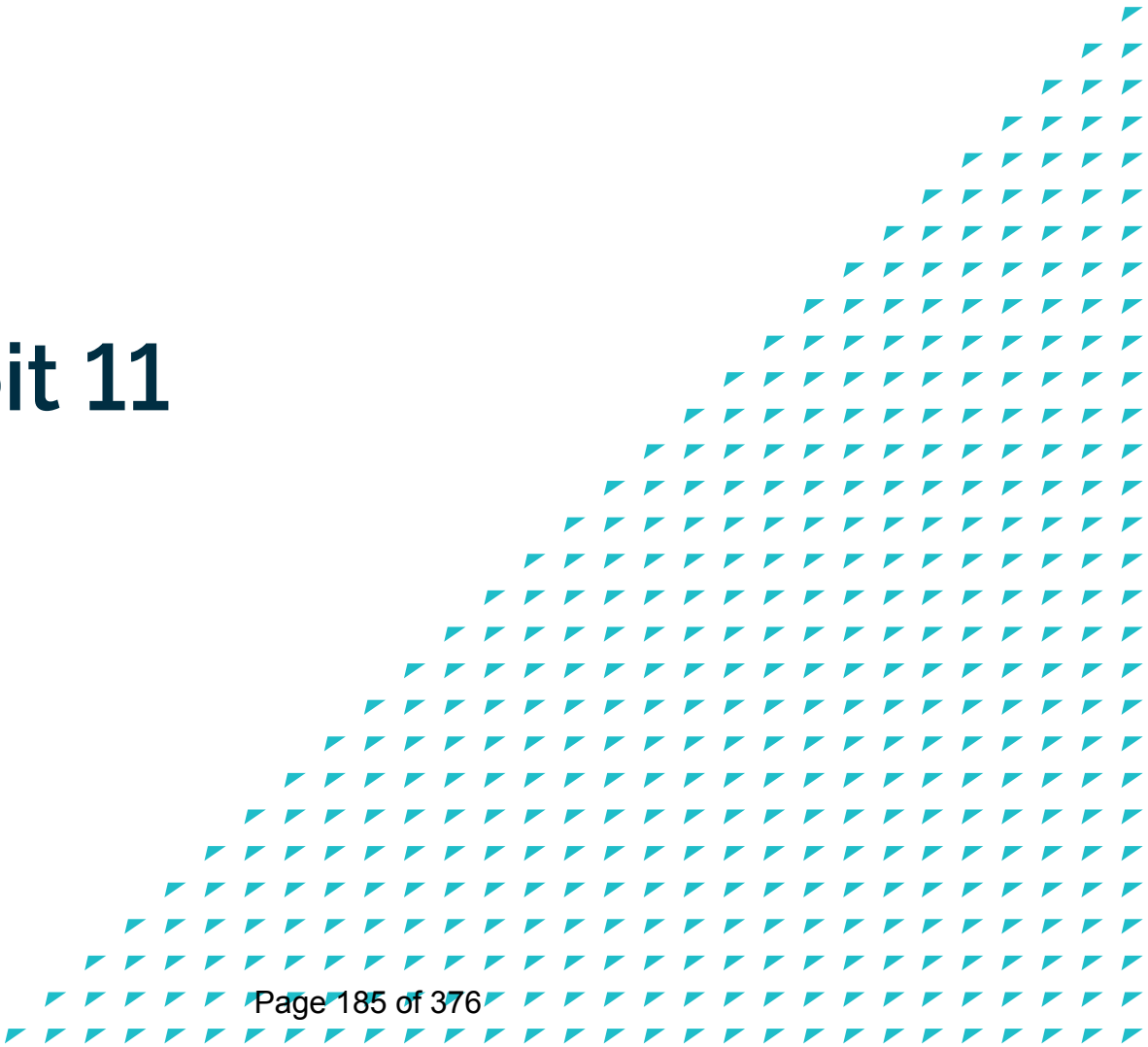
Employee & Family Member Support

Dedicated Advisors
 Personalized and Unbiased Consultation
 Online / Telephone Appointment Scheduling
 Medicare Coordination of Benefits
 Medicare Education Resources
 Medicare Enrollment & Support
 Public Facing Website
 Active Employee Planning & Outreach
 Custom Educational Sessions - Live & Recorded
 Comprehensive Members Education Catalog
 Annual Pathway Educational Series
 Mobile Support - IOS
 Caregiver Assistance Program
 COBRA Mitigation & Pre-65 Support
 Continuity of Benefits Support
 Social Security Timing & Coordination
 Early Retirement Support
 Retiree Concierge

Retiree Group Platform

Retiree Group Medical Plans
 Retiree Prescription Drug Coverage
 Legacy Planning
 FASB & GASB Reduction Strategies

Exhibit 11





Compliance

Practical, Responsive Benefits

Knowing the rules is only half the battle

Understanding how those rules affect your employees, benefit plans, and business operations is what makes a world of difference. Alliant's team of experienced on-staff attorneys get to know you and your organization to understand your unique challenges.

We deliver proactive benefits compliance oversight including:

- Timely **compliance alerts and updates** provide an analysis of any new guidance and clear employer action items.
- A **weekly compliance newsletter** reviews what's happening in the world of benefits compliance and includes answers to common questions, reminders of upcoming deadlines, and more.
- **Quarterly webinars with HRCI and SHRM credits*** address topics of interest, new and changing laws, and areas where employers need to stay informed.
- A monthly **Compliant with Alliant podcast** focuses on hot compliance topics in an approachable, conversational way.

More than 50 Alliant Insights, **single subject whitepapers**, provide a detailed analysis of complicated subjects where depth of knowledge is critical to compliance.

- **Charts and tools** walk you through complex compliance concerns and help you achieve clear results.

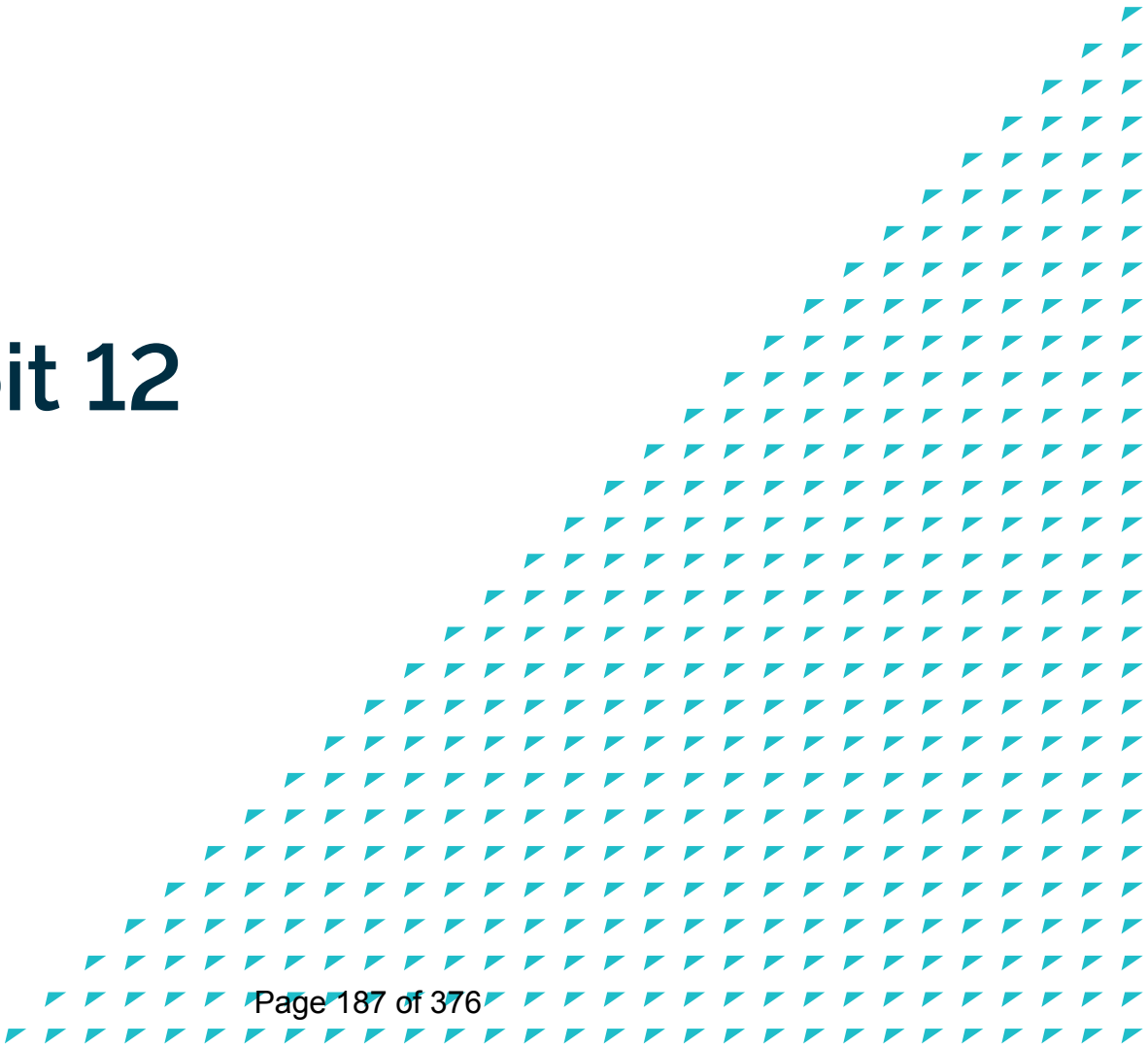
Because there are no extra costs (or billing) for our core services, you get the tailored support you need to reduce your risk while saving on the expense of outside counsel.

Ask your Alliant representative what our Compliance Department can do for you.

* Professional development credits for HR Certification Institute, SHRM-CP® and SHRM-SCP® available



Exhibit 12



Sample Renewal Calendar: 1/1 Renewal

Partnership & Goal Setting

- Year End Review (post OE)
- Stewardship Report
- Annual Planning
- IBNR Reporting

Renewal

- Analysis, Procurement & Negotiation
- Renewal & marketing results
- Recommendations
- Projections
- New Carrier Implementations
- Communications Strategy
- YTD Reporting



Strategy & Pre-Renewal

- Strategy
- Financial Analysis Review
- Vendor Utilization Reviews
- Benchmarking
- Renewal Planning

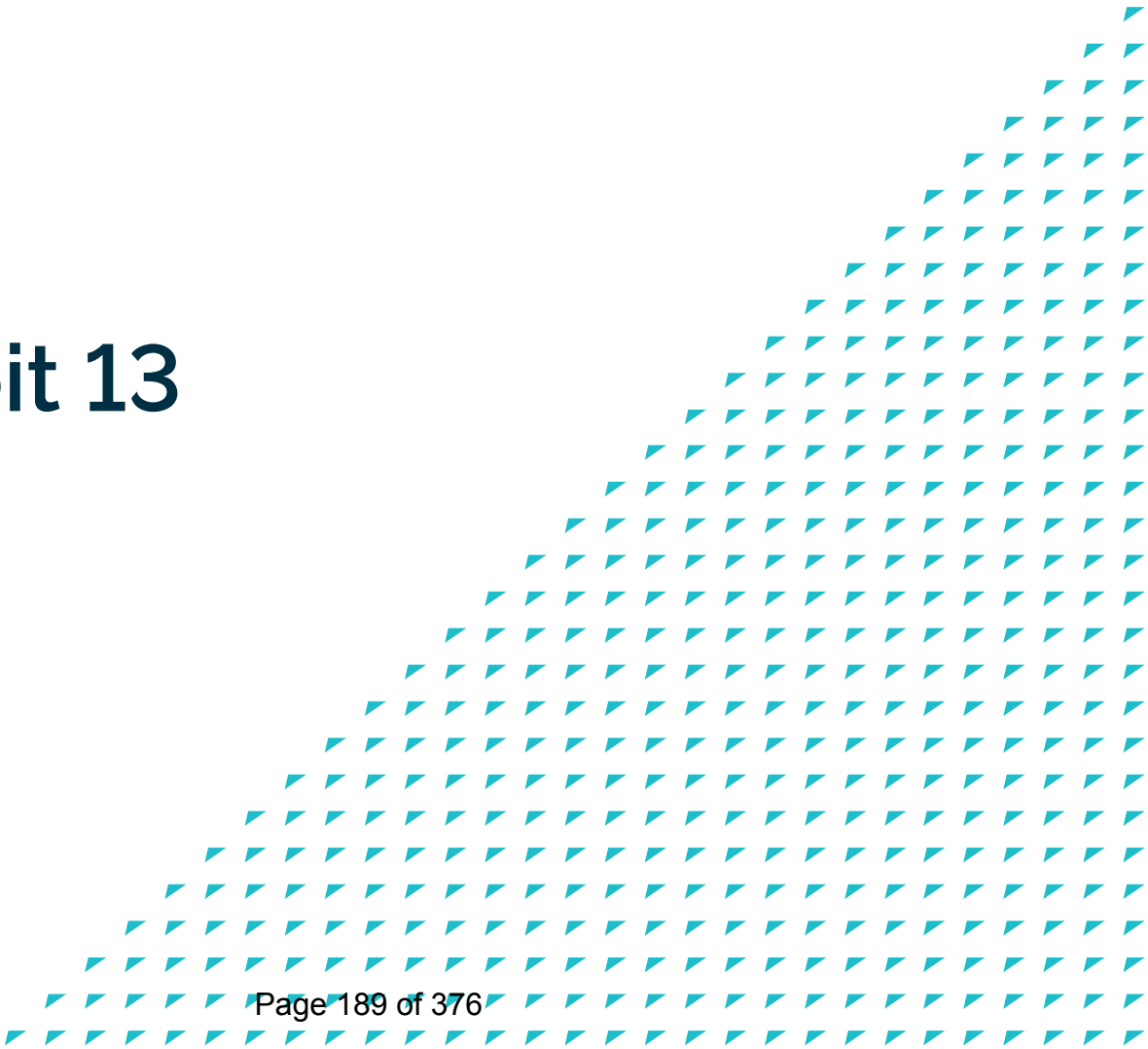
Annual Enrollment

- Open Enrollment
- Employee Communications
- Plan Changes
- Financial Update

Ongoing

- Weekly Service Calls
- Claim Reporting
- Ad-hoc requests
- Compliance
- Vendor management

Exhibit 13





Alliant CampaignBuilder™

Making year-round employee communications a breeze

High-performance cultures don't just happen—they're built

Benefits are a huge investment—and a smart business strategy to attract and retain the best employees. But employees can't appreciate what they don't see. Investing in employee benefit communications shows your employees that you care about what matters most: their health, family, finances, and future.

Studies show that employees who feel valued are more loyal, satisfied, and productive. And employees who are more informed about their benefits have the tools and resources they need to make better choices.

Through meaningful, customizable, and curated communications, Alliant helps you engage your employees year-round, leading to smarter healthcare decisions and better benefits experiences.

Your benefits campaign, made easy

Open Enrollment is Covered!

Enrollment and compliance requirements are turnkey with our attractive templates, relieving your budget and internal resources from having to build core benefits materials.

CampaignBuilder includes a full complement of digitally-enabled open enrollment resources, including announcements, benefit guides, presentations, compliance notices, and more.

A Holistic Approach

Supplement open enrollment materials with our educational resources, including explainer guides, videos, and articles tackling topics such as healthcare basics and terminology, HDHP-HSA, FSA, prescription drugs, and more into easily digestible concepts.

Support a Culture of Wellness

CampaignBuilder also includes a robust well-being library focusing on physical health, mental health, financial security, and common chronic health conditions. With the same customizable, turnkey approach as our benefit materials.

All at no additional cost.

Far from a one-size-fits-all communication plan

CampaignBuilder's flexible and modular design enables you to layer enhancements on top of core CampaignBuilder materials.

Whether you want to add on decision support tools, tailor-made videos, language translation, or custom design, your Alliant team can facilitate services through our trusted vendor partners.

A successful benefits strategy starts with a strong foundation

We're more than communications templates. We ensure your employees feel supported through life's biggest decisions by providing powerful communication features, minus the headache. Alliant's

CampaignBuilder is the cornerstone of your benefits strategy that grows with you, helping you deliver a modern benefits experience that empowers your people at every stage of life and health.

Sample CampaignBuilder Materials

Open Enrollment

- Open Enrollment Kickoff Video
- Open Enrollment Announcement
- Benefits Summary Guide
- Medical Plan Comparison
- Open Enrollment Presentation
- Annual Compliance Notices

Educational

- Videos and articles
- Newbie Guide to Employer Medical Coverage
- Easy Guide to Understanding Your HDHP/HSA
- Parents-to-Be Benefits Guide

Health Campaigns

- Your Guide to Preventive Care
 - 5 Pillars of Wellness
 - Back Pain
 - Cancer
 - Cholesterol
 - Diabetes
 - Heart Disease
 - Hypertension
 - Mental Health
-

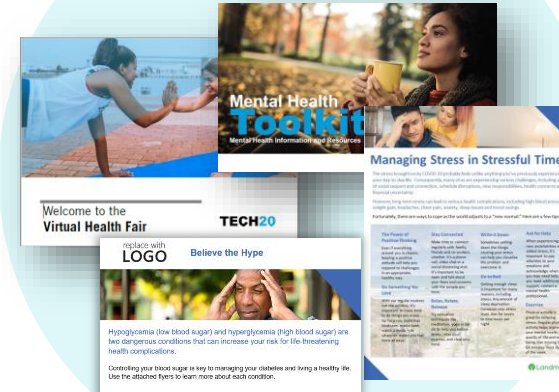


Educational Tools & Campaigns



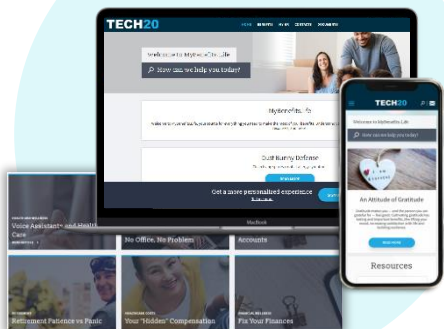
- ▶ Email Campaigns
- ▶ Compliance/ Legislation
- ▶ HDHP/HSA/HRA Campaign
- ▶ Newbie Guide to Employer Medical Coverage
- ▶ Prescription Drug Education
- ▶ Benefits articles and Newsletters
- ▶ Preventive Care Guide
- ▶ Videos
- ▶ Pregnancy Guide

Wellness Resources



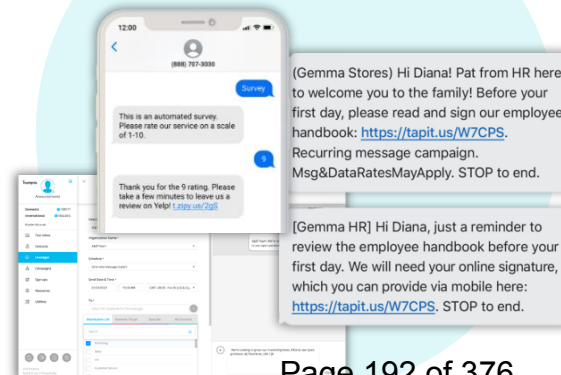
- ▶ Virtual Health Fair
- ▶ Mental Health Toolkit
- ▶ Email Campaigns

MyBenefits.Life®



- ▶ Website
- ▶ Mobile App

Mobile & Messaging Tools*



*additional cost

Recruiting



- ▶ Benefits-at-a-glance
- ▶ Medical Plan comparison



Our Capabilities

Our communications experts are up-to-date on the most innovative, forward-thinking solutions.



Year-Round Conversation – Benefits aren't just important during open enrollment. We help support recruitment, new hire, and educational efforts throughout the plan year.



Multiple Channels for Multiple Generations – Deliver benefits messages across multiple channels so that employees and home decision makers can get to the information they need – in the format they prefer. Person-to-person, print, digital...we got it.



Bite-Sized Approach – Your employees want digestible information. We focus on quality over quantity with brief, easy-to-consume information.



Benefits and Health Literacy – Insurance concepts, understanding, tax saving plans, saving money on Rx etc.

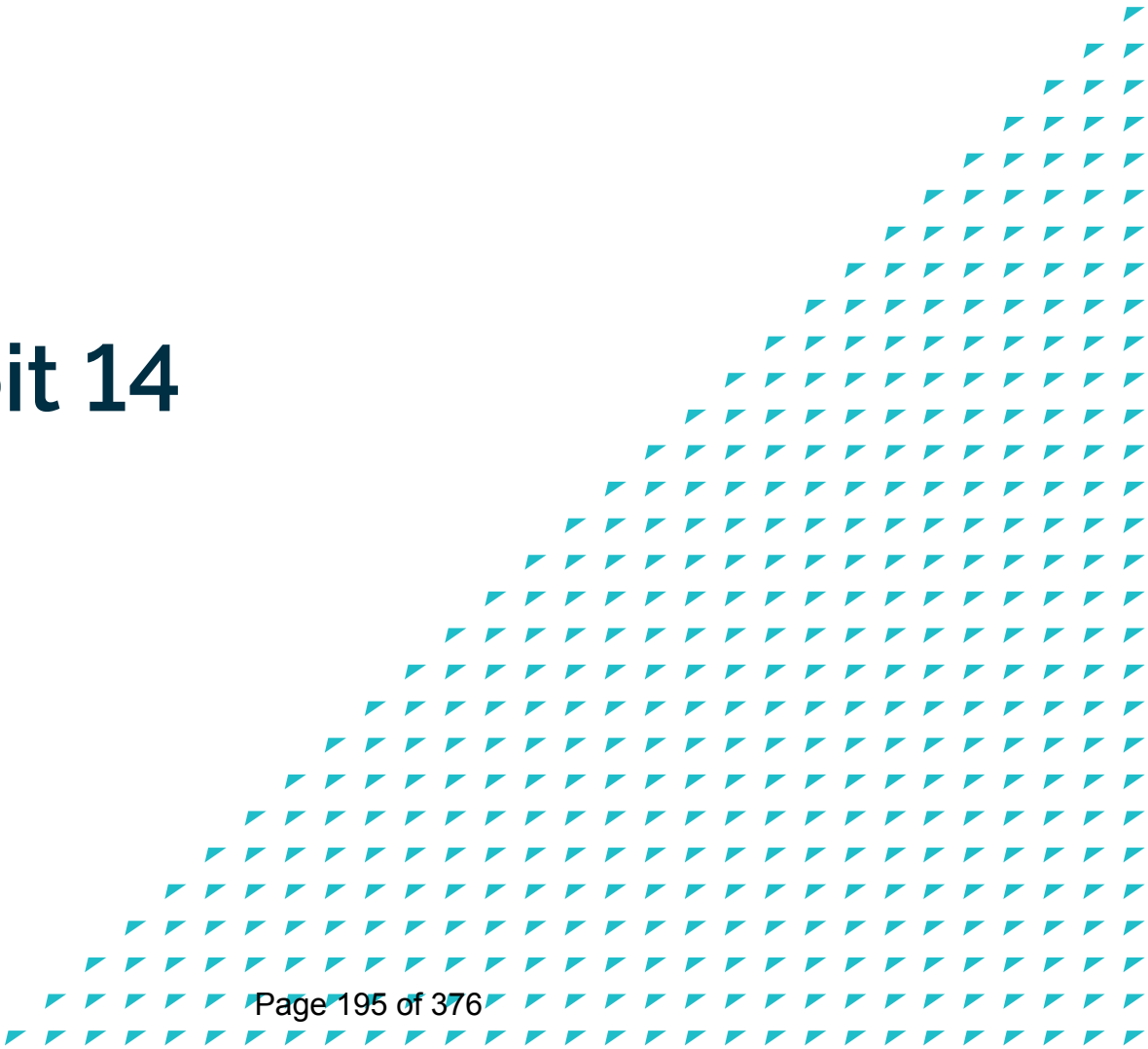


Drive Behavior Change – We are moving beyond understanding benefits to driving consumer behavior change (choosing the best health plan, accessing right care, disease management etc.)



Branded – All materials will reflect your branding, not ours!

Exhibit 14



Benchmarking at Alliant

Can you afford not to benchmark your benefit plans?

Put your finger on the pulse of your workforce

Understanding how your benefits strategy works for your people is important but is no longer the only set of data you need to stay competitive. Creating the most appropriate benefits program your people deserve that also ensures the needs of your organization are met now requires data comparisons to your market and peers, so you know how yours stacks up.

Benchmarking your benefits data provides the insights you need to measure your return on investment, spot gaps and trends, and develop industry-specific strategies so you can get ahead and stay there.

Data talks, but Alliant explains

By utilizing industry data and statistics to benchmark against other companies in your region, industry, size, we help you find the competitive edge and best practices that are the most effective in supporting your goals and priorities.

- *20+ industries*
- *3,800+ organizations*
- *All geographic regions*
- *Employers above 50 employees*

Our comprehensive benchmarking capabilities don't just cover our book of business' medical data; we benchmark all

core benefits including pharmacy, dental, vision, life, and short and long-term disability.

Alliant's primary data source uses benchmarking data from the **current plan year**, so you're getting today's insights, not yesterday's.

Alliant's depth of service goes beyond our data analysis capabilities. We collaborate across Alliant's broad employee benefits expertise to ensure the story of your benchmarked data is being told from every aspect.

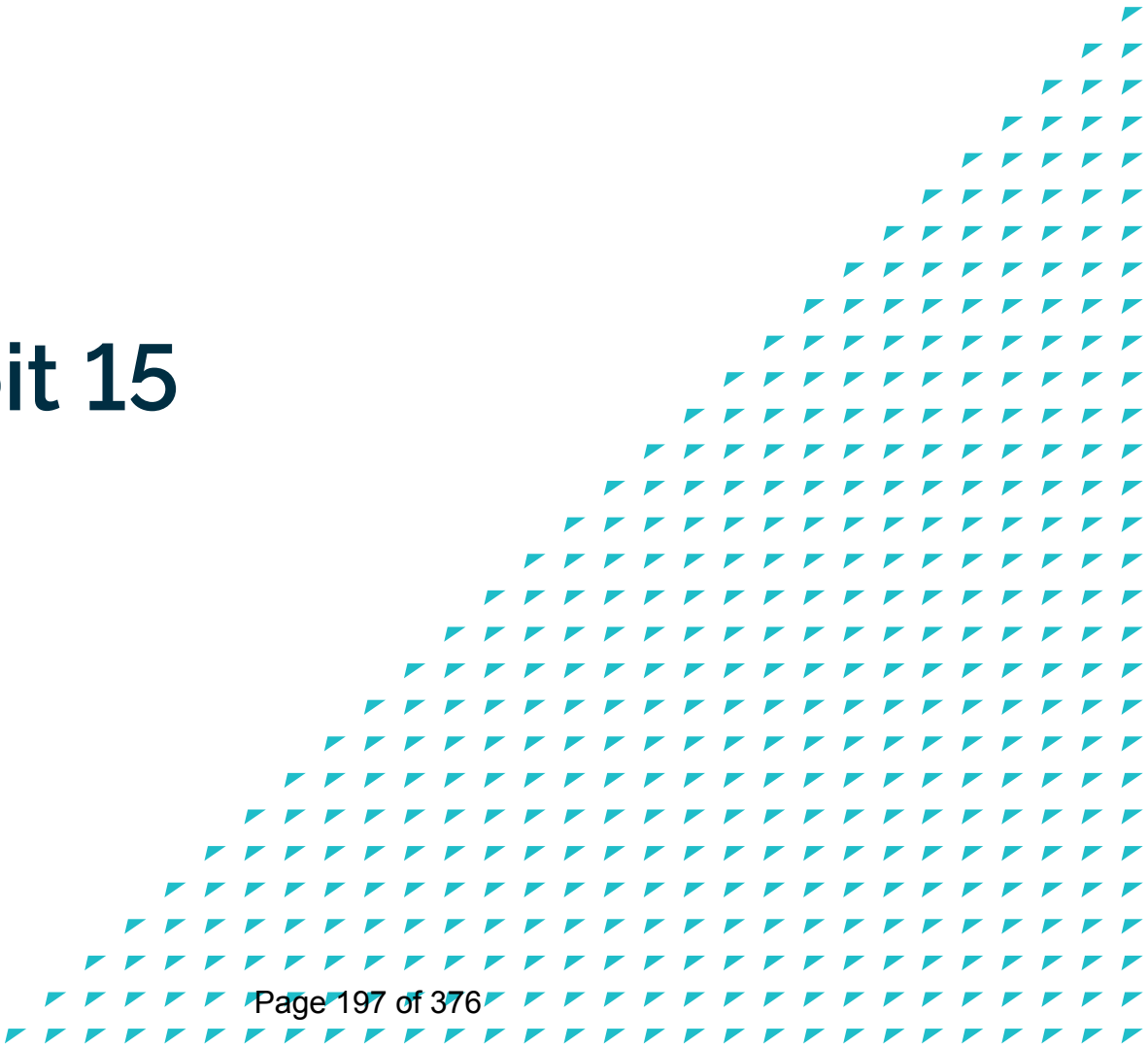
Our resources can inform strategies on:

- benefit design, types, and number of plans offered
- employee contributions
- perks
- policies and current practices
- compensation
- where and how you're competing for talent
- market trend anticipation
- and more.

Can you afford not to benchmark?

Alliant's benefits benchmarking capabilities provide the data you need to create a comprehensive, competitive, and evidence-based benefits strategy. You'll always know where you stand as you strive to meet the expectations of an evolving workforce and marketplace.

Exhibit 15





Alliant Brio Health™

Better outcomes. Better health.

Let well-being begin

Implementing solutions to assist your employees and their families with their overall wellbeing can soak up a great deal of internal resources, including your organization's budget. With Alliant's turnkey well-being solution, Brio Health™, you'll get more out of your investment and have more time to focus on the bigger picture.

Brio Health is a single destination for employees and dependents to easily access your entire suite of well-being challenges, educational resources, wearable device integration, and more. Accessible through a secure web portal and mobile-friendly app, your workforce will have a habit-forming, personalized experience that meets them where they are in their health journey.

Empowering small, achievable changes is huge

Promoting healthy behavior across your organization shouldn't feel forced. With Brio Health, your people will have the opportunity to control, understand, and implement healthy routines at their pace.

Features of Brio Health™ include:

- Web portal and mobile app access
- Resources that enable employees to better understand their own health
- Motivating challenges that everyone can participate in, regardless of where they are in their journey
- Data importing from wearable health tracking devices that connect directly to employees' Brio Health profiles
- Preventive care tracking
- Employees' spouses can join for **free!**

See what healthy feels like

When you meet people where they are in their well-being journey, the value on your investment is more than counting dollars. It can lead to stronger engagement and employee satisfaction, increased productivity, and happier and healthier employees.

Brio Health supports your employees as individuals by creating a personalized space to transform themselves, and in turn, the health of your organization.



Health and Productivity Consulting

It's time to activate change



No more cookie-cutter strategies

When your people are unhealthy, acute care and chronic conditions can have a catastrophic impact on your budget. The status quo solution has been a “wellness program” with a yearly biometric screening,

incentives for completing a walking or nutrition challenge, and taking health-related assessments. While a few individuals may improve their health by participating in these standard offerings, are these activities sustainable for your people, their health, and the health of your business?

The most successful organizations understand that employee well-being

programs are a building block of high-performing workforces, and cookie-cutter initiatives just don't work anymore.

With the help of our Health and Productivity Consulting team, your organization can more effectively shift health outcomes and reduce expenses while giving your employees the tools and resources they need to support their journey to better health today, tomorrow, and for life.

By pairing qualifiable population data with the right evidence-based solutions, the

Alliant team delivers an empowering and engaging well-being program customized to your population's unique health profile and needs. We leverage our analytics, clinical management, well-being, and productivity expertise to consult on the innovative ways you can back your employees and their families.

Collaboration is in our DNA

Implementing a strategic, data-driven well-being initiative should be an investment that drives value, not just another expense with no return.

We work with your benefits team, HR, DEIB, finance, and risk management departments to ensure your operational goals remain a priority, while delivering exceptional resources that inspire your employees to take action in managing their own health.

Our consulting team orchestrates sought after and proven partners in areas such as mental health, chronic condition management, nutrition, and physical activity, enabling unique and scalable solutions.

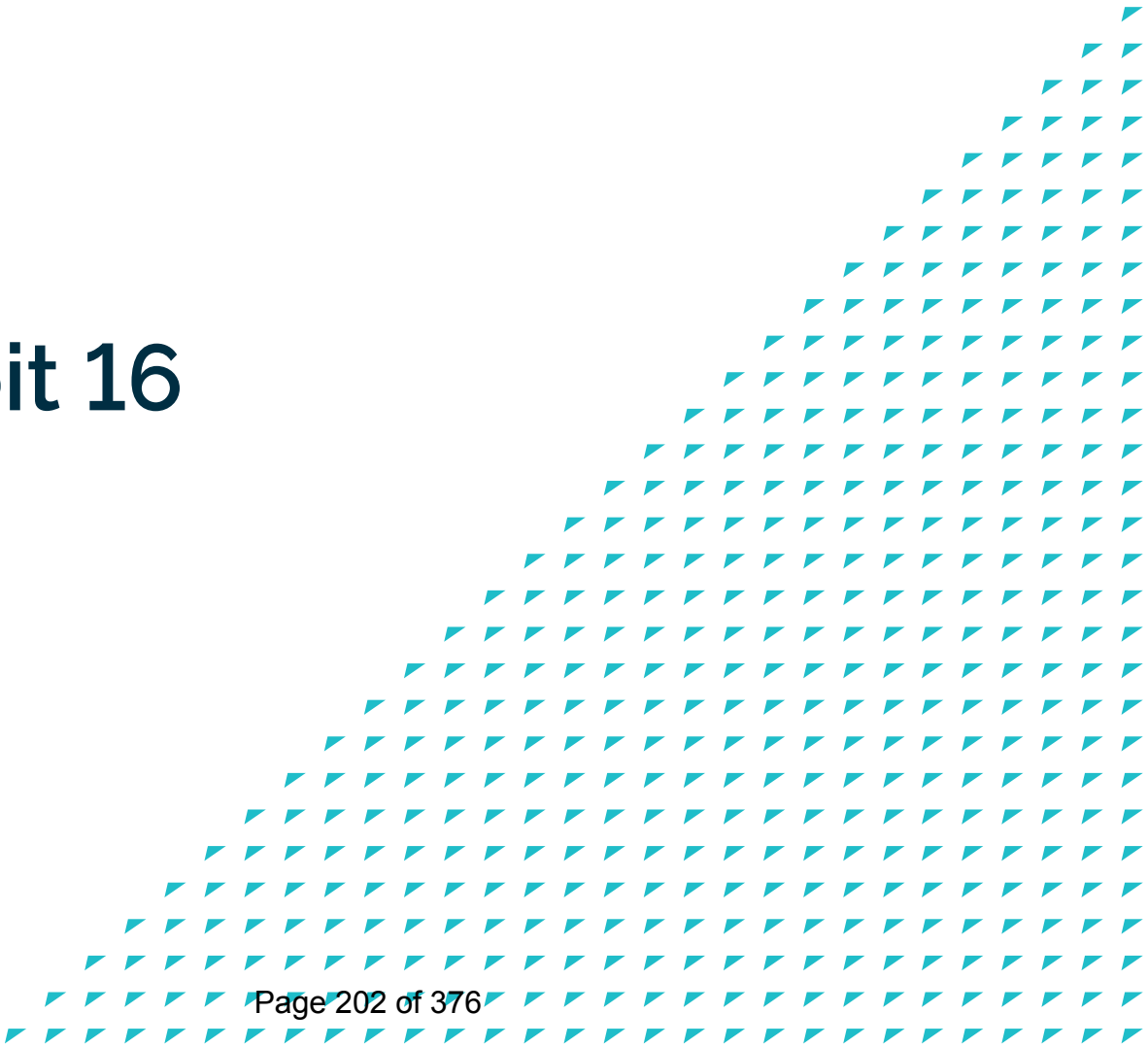
Move your organization forward, the data-driven way

Wellness is a constantly evolving term, and our Health and Productivity experts are always watching for trends within the industry, and within your own employee population. By analyzing and infusing clinical informatics and population health insights, we can predict with unprecedented accuracy who has a need and will use services provided to them, allowing us to be nimble and agile when developing programs and evidence-based strategies.

Strike a new workplace equilibrium

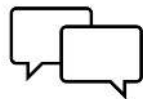
Making a healthy choice begins with education, but requires a full spectrum of support, and not just for your employees. Alliant Health and Productivity Consulting aligns your cost-saving goals with life-improving outcomes that support and engage your people so they can live well.

Exhibit 16





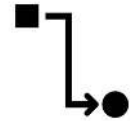
DE&I Notable Accomplishments



- Engaged in over 125 conversations across Alliant to identify and assess our organizational DE&I pain points
- Vetted over 40 vendors, developing strategic partnerships with 10 organizations furthering development opportunities for underrepresented professionals at Alliant
- Launched the **Alliant Insurance Foundation** and two new programs to broaden access for racial/ethnic minority college students to the insurance industry (**Alliant Fellows** and **Alliant Scholars**)
- Hosted our first hybrid model ERG Leadership retreat at our Irvine office for 15 leaders and launched/re-launched three new ERGs, with ongoing conversations for 3 additional ones
- In just 2022, engaged in over 20 client development consults, speaking engagements and conferences (e.g., PRIMA, SXSW, etc.), not counting RFP/RFI efforts for clients
- Developed a DE&I social media planner with 215 cultural or religious observances and drafted content for Alliant's social media platforms
- Named One of America's Best Employers for Diversity by *Forbes* for two years in a row and honored with 5-Star Diversity, Equity, and Inclusion Award by *Insurance Business America*.



DE&I Notable Accomplishments



- Launched the *Alliant Learning in the Workplace*, a curriculum-based program series that is focused on moving the organization from passive to active allyship measures.
- Partnered with Hackerly and worked in conjunction with the L&D department to develop and launch the pilot for a peer coaching program designed to evolve into an organic and sustainable, in-house mentorship program that is inclusive.
- Obtained the Lavender Law 365[®] DE&I certification stamp for Alliant and brought in a trainer to consult leaders from different departments on LGBTQ+ inclusion across our policies and procedures.
- Launched an Alliant DE&I sub-page to bolster our efforts to recognize and highlight underrepresented professionals and DE&I initiatives externally.
- Launched the Unity Series, a wellbeing initiative focused on providing a safe space for racial/ethnic minorities and allies to process their experiences involving racial trauma and healing.
- Grew our DE&I team from two to six professionals and work to manage both our department and Alliant's foundation.
- Partnered with Philanthropy to bolster our ESG policy, partnered with HR to provide DE&I resources during the onboarding process and partnered with Vendor Management to build a supplier diversity program.



Diversity, Equity, and Inclusion

- **C-Suite Commitment** CDIO Lilian Vanvieldt
- **Alliant Insurance Foundation** Charitable nonprofit to promote diversity, equity, and inclusion for underrepresented individuals
- **Philanthropy Committee** and leaders in each office
- **Employee Resource Groups (ERGs)** across all demographics
- **“Brackets for a Cause”** raising funds to fight cancer
- **Annual World Food Derby** Cash, food donations, and volunteerism to avert world hunger
- **Intranet Philanthropy Blog** actively promoting specific volunteerism ideas, events, and causes
- **Matching Contributions** program
- **VTO** Volunteer Time Off program





Philanthropy at Alliant

\$1.9M

2022 Total Donations

Cancer

World Hunger

Worldwide Relief
Agencies

Domestic Disaster
Relief

Corporate Matching
Donations

VTO Hours

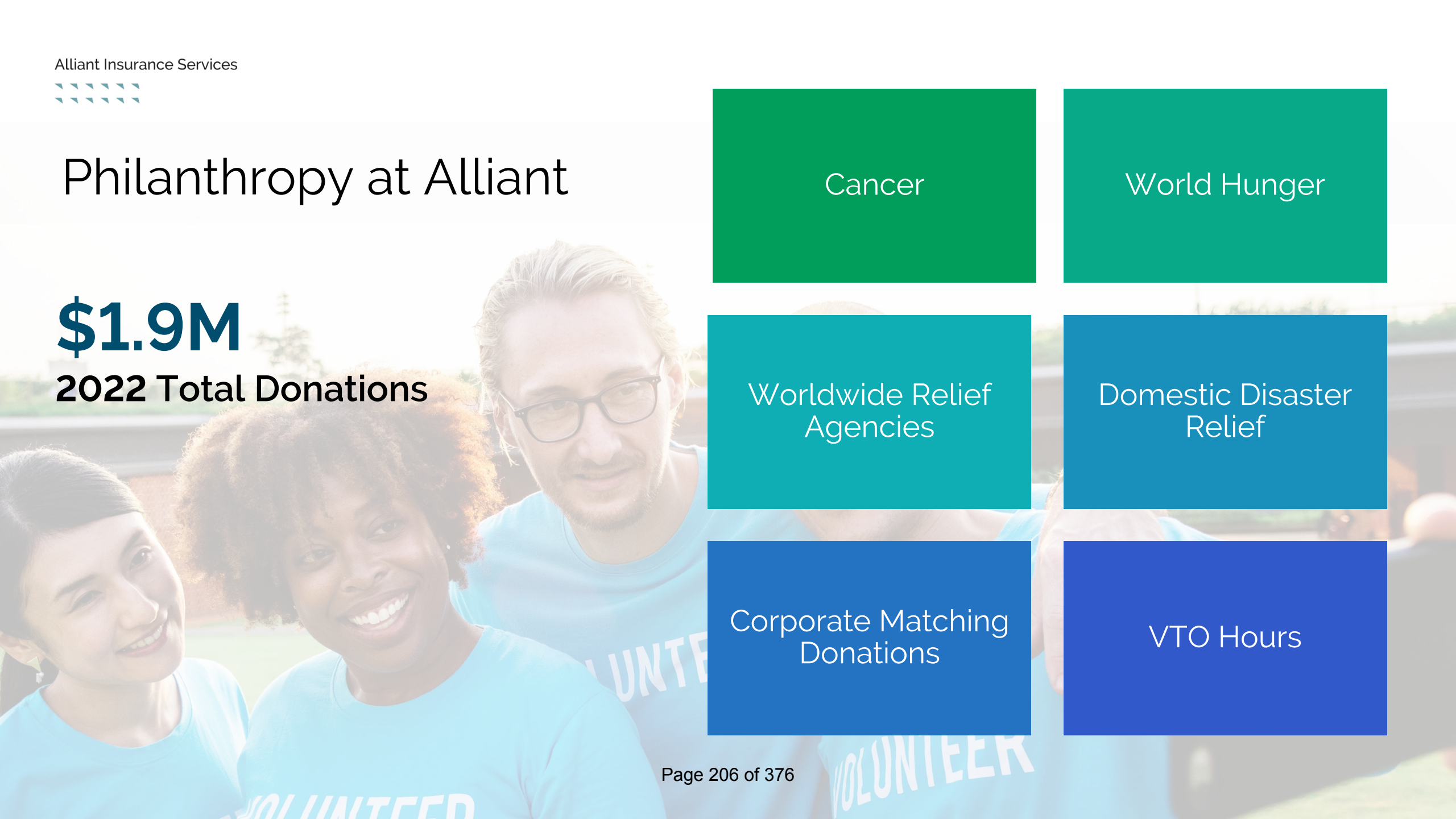
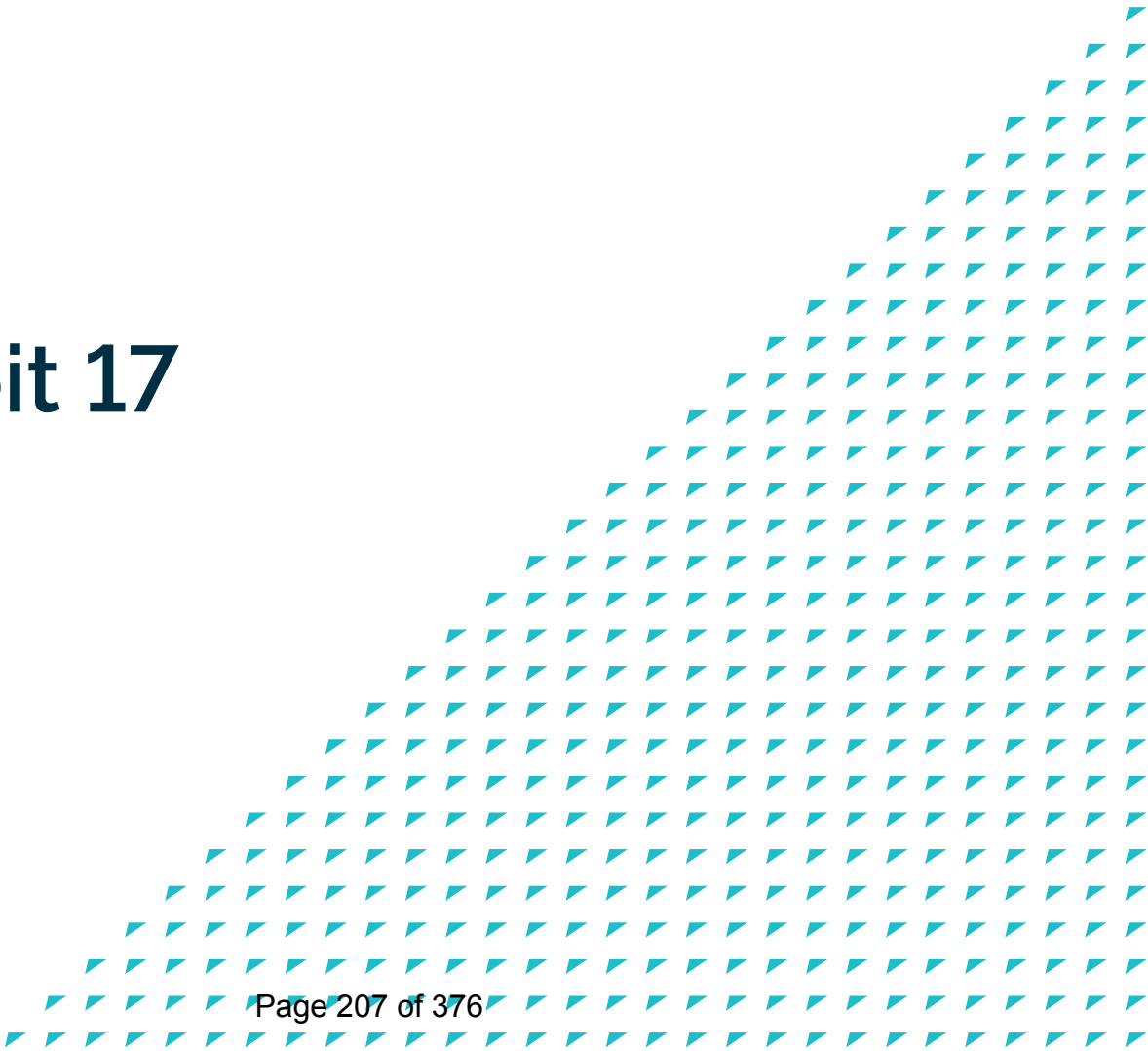


Exhibit 17





June 20, 2024

Alliant Redlines and Exceptions Summary
City of National City
RFP for Employee Benefit Brokerage Consulting Services

Document: Standard Agreement

Section	Redline/Exception
Section 15	<p><u>CONFIDENTIAL INFORMATION</u>. The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. <u>Similarly, CITY shall use commercially reasonable efforts to prevent disclosure or use of CONSULTANT's confidential or proprietary information, except s authorized in this Agreement.</u> The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the Consultant receiving party, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the Consultant receiving party, without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the Consultant receiving party, by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.</p> <p>The CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.</p> <p>Request to add this language: <u>Notwithstanding anything to the contrary in this Agreement, if a party is required to disclose confidential information of the other party by a valid order of a court or governmental agency with proper jurisdiction or otherwise by law or regulation, the receiving party shall, if allowed by law, give the other party sufficient advance notice so that the such party may seek a protective order or employ other lawful means to avoid or limit disclosure.</u></p> <p>CONSULTANT shall be liable to CITY for any damages caused by breach of</p>

this condition, pursuant to the provisions of Section 16.

Section 19, A

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

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

Section 19, C.

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

Section 19, E.

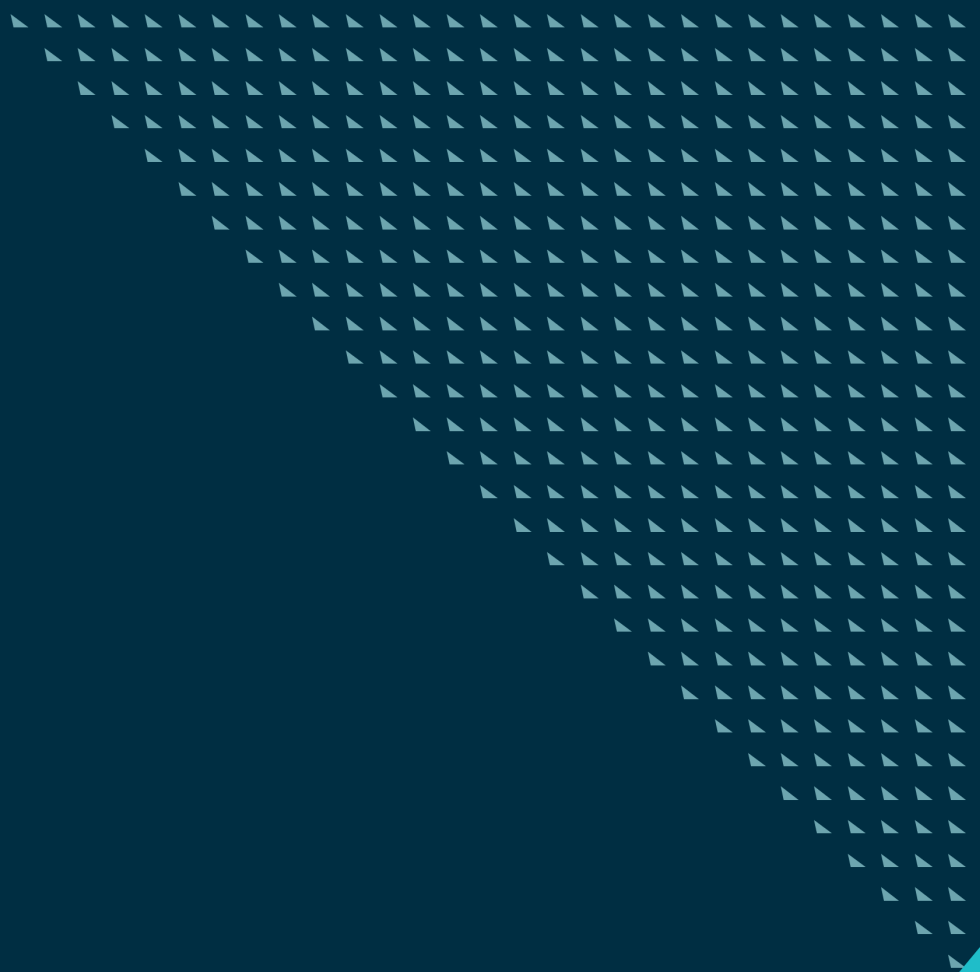
The aforesaid policies EXCEPT FOR Professional Liability and Workers' Compensation shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall 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.

Section 19, 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.~~

Section 19,
K

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





AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Asst. Director of Community Development
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for Alcohol Sales at Etching Expressions Located at 900 Civic Center Drive.

RECOMMENDATION:

Staff Recommends Approval of the CUP for an ABC Type 21 Alcohol License and Associated CDP, Subject to the Recommended Conditions in Planning Commission Resolution 2024-10. The Sale of Alcohol would be Non-Retail in Nature and Associated with Custom Gift Products. No General Public Access would Occur and Hours Reflect Standard Weekday Business Hours.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Planning Commission on August 5, 2024, recommended approval of the CUP and CDP by unanimous vote.

EXPLANATION:

The applicant currently operates a mail order gift business specializing in custom etching of bottles of alcohol. The business has historically purchased the alcohol on a retail basis, but wishes to change to buying alcohol on a wholesale basis for cost-savings purposes. No external advertising or display is proposed. Business hours are Monday to Friday from 9 a.m. to 5 p.m.

This will require a Type 21 alcohol license (off-sale general) from the California Department of Alcoholic Beverage Control (ABC). No retail sales are proposed for the general public and alcohol will only be sold to customers ordering etching services.

The business location is within the Coastal Zone. Under normal (non-discretionary permit) circumstances, no CDP would be required. However, the need for a discretionary approval in this case (CUP) also triggers a CDP. The only difference with this application would be the need for an additional finding related to consistency with the Local Coastal Plan, which is included with the Planning Commission Resolution.

The Planning Commission conducted a public hearing on August 5, 2024, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

An application fee of \$3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

This is 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 – Planning Commission Staff Report with attachments

Exhibit B – 8/5/24 Planning Commission PowerPoint slides



Item no. **5**
August 5, 2024

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR OFF-SALE BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE 21) FOR AN EXISTING GIFT BUSINESS LOCATED AT 900 CIVIC CENTER DRIVE IN THE COASTAL ZONE.

Case File No.: 2024-04 CUP

Assessor’s Parcel Nos.: 559-010-09

Staff report by: Martin Reeder, Asst. Director of Community Development

Applicant: Rawlings Consulting

Zoning designation: Medium Manufacturing – Coastal Zone (MM-CZ)

Adjacent use and zoning:

North: Naval Base San Diego across Civic Center Drive / Military (M)

East: Railroad right-of-way with Industrial uses beyond / MM-CZ

South: Railroad right-of-way with Industrial uses beyond / MM-CZ

West: Naval Base San Diego across Tidelands Avenue / Military (M)

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

Staff recommendation: Approve

Staff Recommendation

Staff recommends approval of the CUP for an ABC Type 21 alcohol license, subject to the recommended conditions in the attached resolution. The sale of alcohol would be non-retail in nature and associated with custom gift products. No general public access would occur and hours reflect standard weekday business hours.

Executive Summary

The applicant currently operates a mail order gift business specializing in custom etching of bottles of alcohol. The business has historically purchased the alcohol on a retail basis, but wishes to change to buying alcohol on a wholesale basis for cost-savings purposes. No external advertising or display is proposed. Business hours are Monday to Friday from 9 a.m. to 5 p.m.

This will require a Type 21 alcohol license (off-sale general) from the California Department of Alcoholic Beverage Control (ABC). No retail sales are proposed for the general public and alcohol will only be sold to customers ordering etching services.

Site Characteristics

The business (Etching Expressions) has been at this location since March of 2023 and also has a robust online presence. The business is located within a large industrial building near the southeast corner of Civic Center Drive and Tidelands Avenue. This area is zoned Medium Manufacturing, which is within the City's Coastal Zone (typically the area west of Interstate 5). The area is mostly industrial in nature with other industrial uses to the south and east, and marine/U.S. Navy uses located north and west of the location. The property is within census tract 219, which includes the entire west side of the City west of National City Boulevard.

The lot is shown on the current zoning map as being in the Medium Industrial (IM) zone, and also within the Coastal Zone (CZ). The most recent comprehensive Land Use Code Update (2011) is not active in the Coastal Zone. This is due to the fact that the necessary changes in the City's Local Coastal Plan have not been completed. Therefore, the City's previous zoning would generally apply. In this case the zone would have been MM-CZ (Medium Manufacturing – Coastal Zone) – essentially the same zone.

Proposed Use

Etching Expressions business operations include the processing of online orders for etching services, which includes bottles of wine, bottles of distilled spirits, and other gift items. Alcohol was previously purchased by the company on a retail basis, processed (etched), and then shipped out. This use did not require a CUP, as it was a processing and shipping-related business. The only change in operations is to purchase alcohol on a wholesale basis, which triggers additional ABC requirements.

Generally-speaking, the resale of wholesale-bought products requires a Type 21 (off-sale general) license from ABC, as sales would be considered retail at that point. However, no retail sales would occur at this location. Business operations would remain the same. The change from retail to wholesale purchasing of alcohol is only for cost-savings purposes. While no in-person alcohol sales would take place at this location, ABC has a requirement of Type 21 licenses to provide a display area for products offered. To satisfy this requirement, the applicant is providing an area of approximately 100 square feet on the second floor of the building. As no external advertising is proposed, the building will appear as any other industrial/office building to the passerby.

Analysis

Section 18.30.050 of the Land Use Code allows for off-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation for Alcohol Sales

While no direct alcohol sales would occur on site, the building would typically be accessible to the public during normal business hours, which are Monday to Friday from 9 a.m. to 5 p.m. Conditions of approval for alcohol sales reflect these business hours, although no direct sales are occurring.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 72 occupants and owners.

Community Meeting – Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held on Monday, April 29, 2024 from

5:00 p.m. to 6:00 p.m. Meeting information is attached (Attachment 7). The applicant states there were no attendees present.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently nine off-site licenses in census tract 219, where a maximum of one is recommended. While the tract is thus considered over-concentrated, it should be noted that two of the outlets are in the City of Chula Vista and the proposed license will not function as a traditional retail outlet, therefore not contributing to the over-concentration of off-sale outlets.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 7 points, which places it in the Low Risk category (Low Risk is considered 12 points or less). The reason for the low score is due to the non-traditional and non-retail nature of the business. The risk assessment is included as Attachment 6.

Institute for Public Strategies (IPS)

Comments from IPS reflect the non-traditional nature of the business and no issues, concerns, or comments were noted related to the proposal.

Coastal Zone

As previously noted, the business location is within the Coastal Zone. Under normal (non-discretionary permit) circumstances, no Coastal Development Permit (CDP) would be required. However, the need for a discretionary approval in this case (CUP) also triggers a CDP. The only difference with this application would be the need for an additional finding related to consistency with the Local Coastal Plan, which is included with the attached Resolution (Attachment 1).

California Environmental Quality Act (CEQA)

This CUP proposal is not a project under CEQA under California Code Regulations (CCR) 15378 and is therefore not subject to environmental review. The reason for this determination is that, per CCR 15378, a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Given that the only change between previous and proposed conditions is how bottles of alcohol already processed at this location are purchased, there would be no such physical change.

Summary

The proposed use is consistent with the General Plan and Land Use Code, as the use has and continues to function as an industrial use in a building designed for such use in a predominantly industrial area. No change in use over what exists currently is proposed, therefore no impacts to the site or the surrounding area are likely.

Because no traditional retail sales would occur on site, no nuisance impacts are expected. This is supported by the specialized and custom nature of the products being sold and because said products are exclusively offered through an online ordering and shipping process. While there is conceivably the option for in-person sales due to the nature of the ABC license, conditions have been included to limit the sales to custom products only.

While the census tract is considered over-concentrated with regard to off-sale alcohol licenses, the non-retail nature of the business assuages such concerns. This is further supported by the low risk assessed by the Police Department and no concerns being noted by IPS.

Options

1. Approve 2024-04 CUP, CDP subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,
2. Deny 2024-04 CUP, CDP based on the attached findings, or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2024-04 CUP, CDP, dated 3/20/2024)
4. Public Hearing Notice (Sent to 72 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. Community Meeting Information

RESOLUTION NO. 2024-10

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, APPROVING A
CONDITIONAL USE PERMIT FOR OFF-SALE
BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE 21)
FOR AN EXISTING GIFT BUSINESS LOCATED AT
900 CIVIC CENTER DRIVE
IN THE COASTAL ZONE.
CASE FILE NO. 2024-04 CUP
APN: 559-010-09

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for off-sale beer, wine, and distilled spirits (ABC type 21) for an existing gift business located at 900 Civic Center Drive in the Coastal Zone at a duly advertised public hearing held on August 5, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2024-04 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 5, 2024, support the following findings:

1. That the site for the proposed use is adequate in size and shape, because there will be no physical or operational change in the existing business as a result of this approval that would expand the current use beyond its current capacity.
2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because there will be no physical or operational change in the existing business as a result of this approval that would impact adjacent streets,
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing

(MM) zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business.

4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because changes resulting from approval of this request will the business to achieve cost-savings that will be passed to the consumer.
5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and, due to the minor nature of the proposal, is not considered a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.
7. Based on findings 1 through 6 above, public convenience and necessity will be served by a proposed use of the property for the off-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance due to the non-retail nature of the business.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of alcohol purchased on a wholesale basis and in conjunction with custom etching, labeling and/or packaging services for the business located at 900 Civic Center Drive. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024-04 CUP, CDP, dated 3/20/2024.
2. Before this *Conditional Use Permit* and *Coastal Development Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit* and *Coastal Development Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of

Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* and *Coastal Development Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager prior to recordation.

3. This permit shall become null and void at such time as there is no longer a Type 21 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* and *Coastal Development Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.

Planning

7. Retail sales of bottles of alcoholic beverages shall not be permitted unless sold in conjunction with etching, labeling and/or packaging services offered at this location.
8. No signage indicating the availability of alcohol shall be installed or displayed on the exterior of the building, nor be located in the interior of the building where it may be observed from outside the building.
9. No retail alcohol sales shall be permitted until the applicant has been issued a Type 21 license from the California Department of Alcoholic Beverage Control.
10. The sale of alcoholic beverages shall only be permitted between the hours of 9 a.m. and 5 p.m. from Monday to Friday.
11. The sale of alcoholic beverages for on-site consumption is not permitted at this location.
12. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

13. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 5, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

CHAIRPERSON

RESOLUTION NO. 2024-10

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, DENYING A
CONDITIONAL USE PERMIT FOR OFF-SALE
BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE 21)
FOR AN EXISTING GIFT BUSINESS LOCATED AT
900 CIVIC CENTER DRIVE
IN THE COASTAL ZONE.
CASE FILE NO. 2024-04 CUP
APN: 559-010-09

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for off-sale beer, wine, and distilled spirits (ABC type 21) for an existing gift business located at 900 Civic Center Drive in the Coastal Zone at a duly advertised public hearing held on August 5, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2024-04 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 5, 2024, support the following findings:

1. The proposed use is not deemed essential to the public necessity, as there are already seven off-sale alcohol outlets in the same census tract that sell alcohol.
2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or

employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

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CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 5, 2024, by the following vote:

AYES:

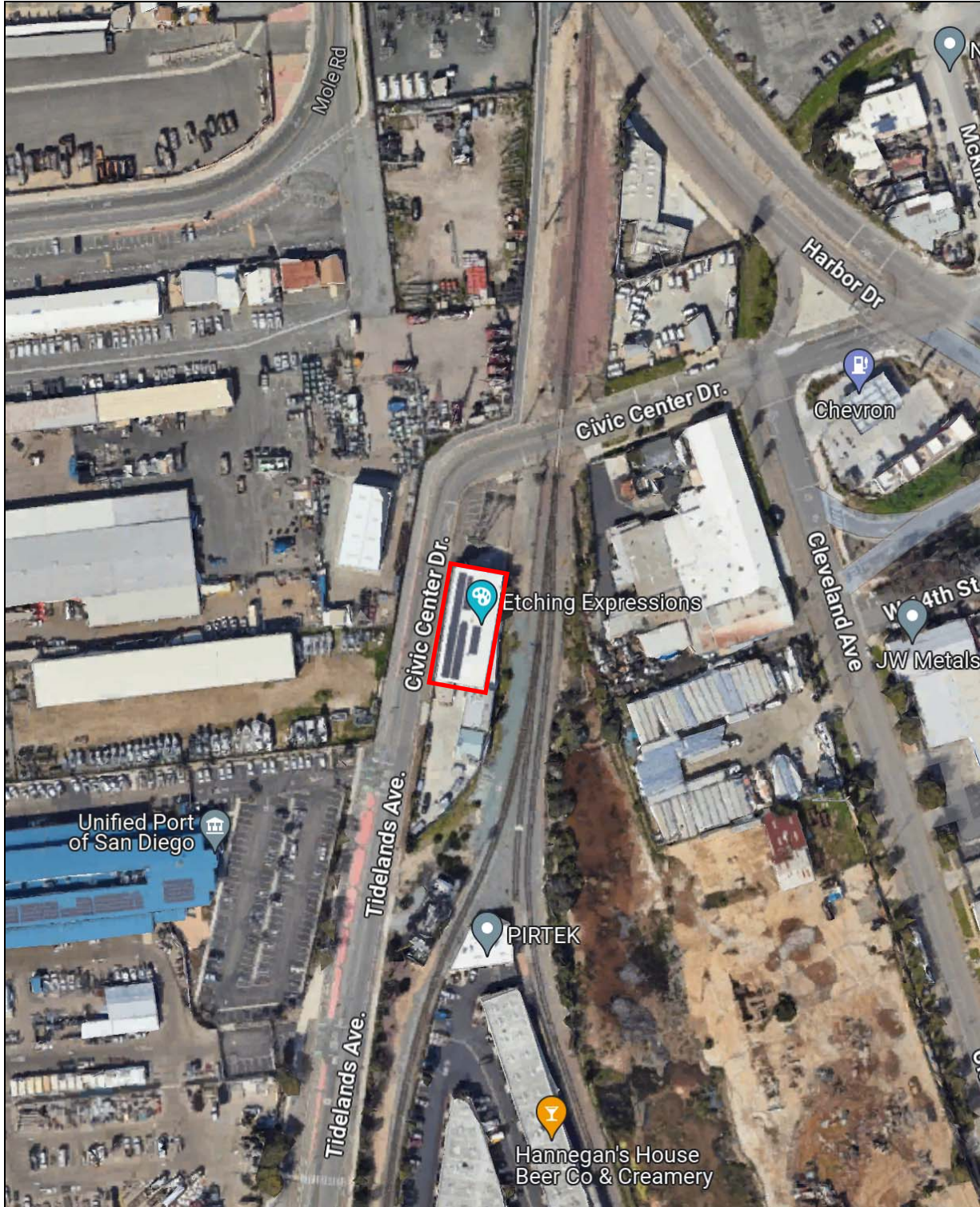
NAYS:

ABSENT:

ABSTAIN:

CHAIRPERSON

2024-04 CUP, CDP – 900 Civic Center Drive – Overhead





NORTH

PROJECT NAME: 900 CIVI CENTER - WAREHOUSE

ADDRESS: 900 Civic Center Dr National City, CA 91950

DATE: 5.20.2020

CITY SUBMITTAL: SAN DIEGO

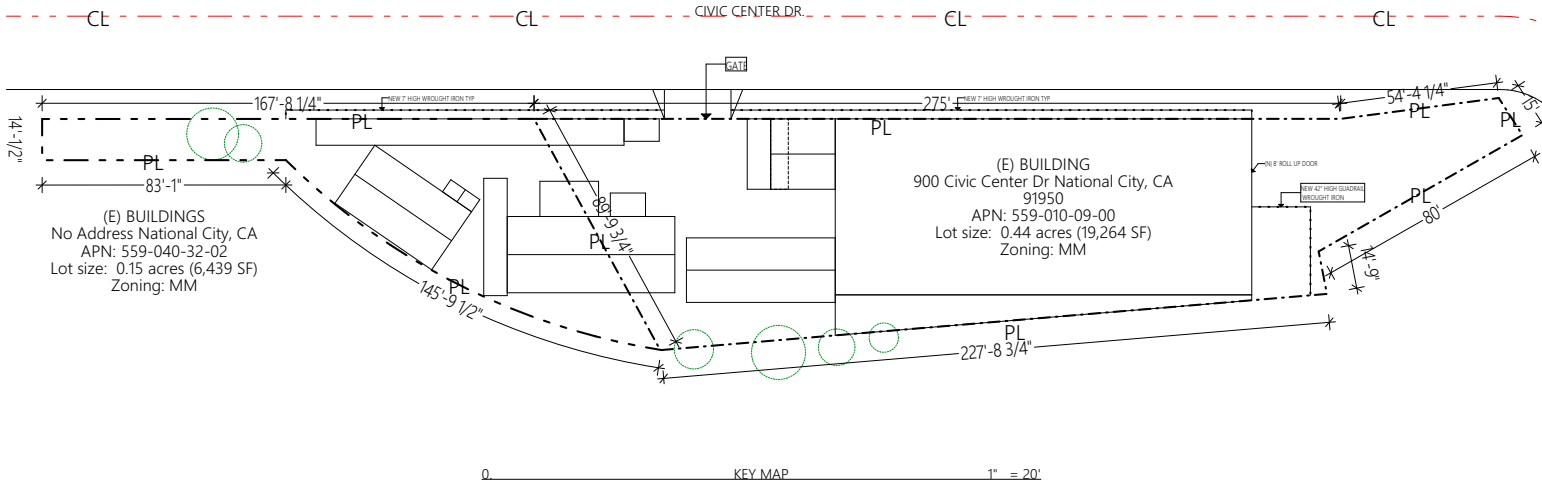
SCALE: INDICATE IN DRAW

DRAW: E.M.

JOB NO.

SHEET TITLE: SITE PLAN

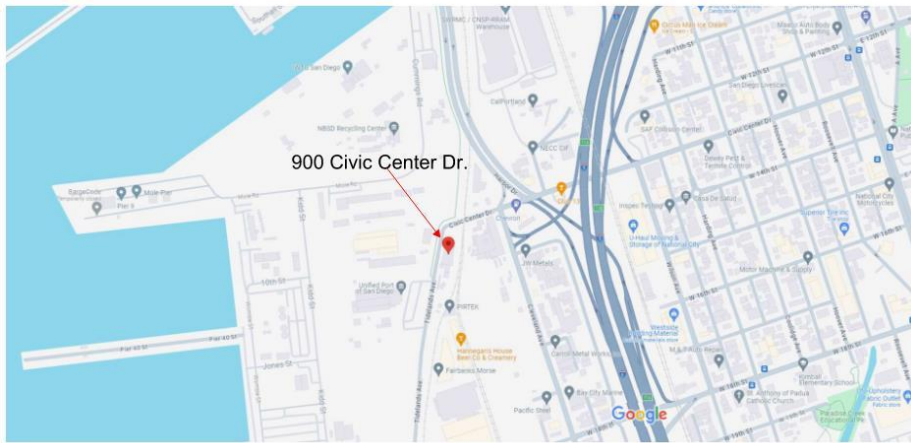
A.01



PROPERTY OWNER
 HMM Ventures LLC
 900 Civic Center Drive
 National City, CA 91950
 Attn: Mike McCarron

Applicant
 MHH Glass Etching Inc
 c/o Rawlings Consulting
 26023 Jefferson Avenue, Suite D
 Murrieta, CA 92562

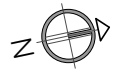
VICINITY MAP



Proposed Use:
 Finding of public convenience or necessity
 and permit to sell alcohol for off-site consumption
 (ABC Type 21 License). No new construction proposed.



CDGI
 CONCEPTO
 T. 619.858.2345 F. 619.858.2344
 P.O.Box. 84180 San Diego, Ca. 92138
 office@cdgi.com www.cdgi.com



NORTH

PROJECT NAME: **900 CIVIC CENTER - WAREHOUSE**

ADDRESS: 900 Civic Center Dr National City, CA 91950

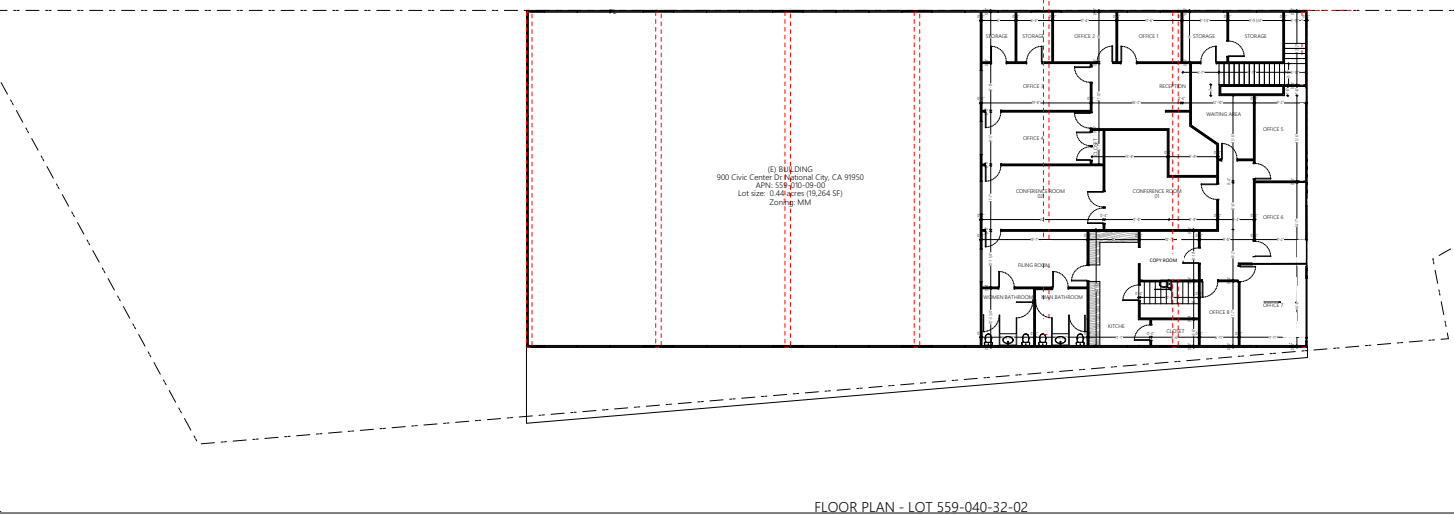
DATE: 5.20.2020
 CITY SUBMITTAL: SAN DIEGO
 SCALE: INDICATE IN DRAW
 DRAW: E.M.
 JOB NO.
 SHEET TITLE:

FLOOR PLAN

A.03



DISPLAY CASE



FLOOR PLAN - LOT 559-040-32-02



NOTICE OF PUBLIC HEARING

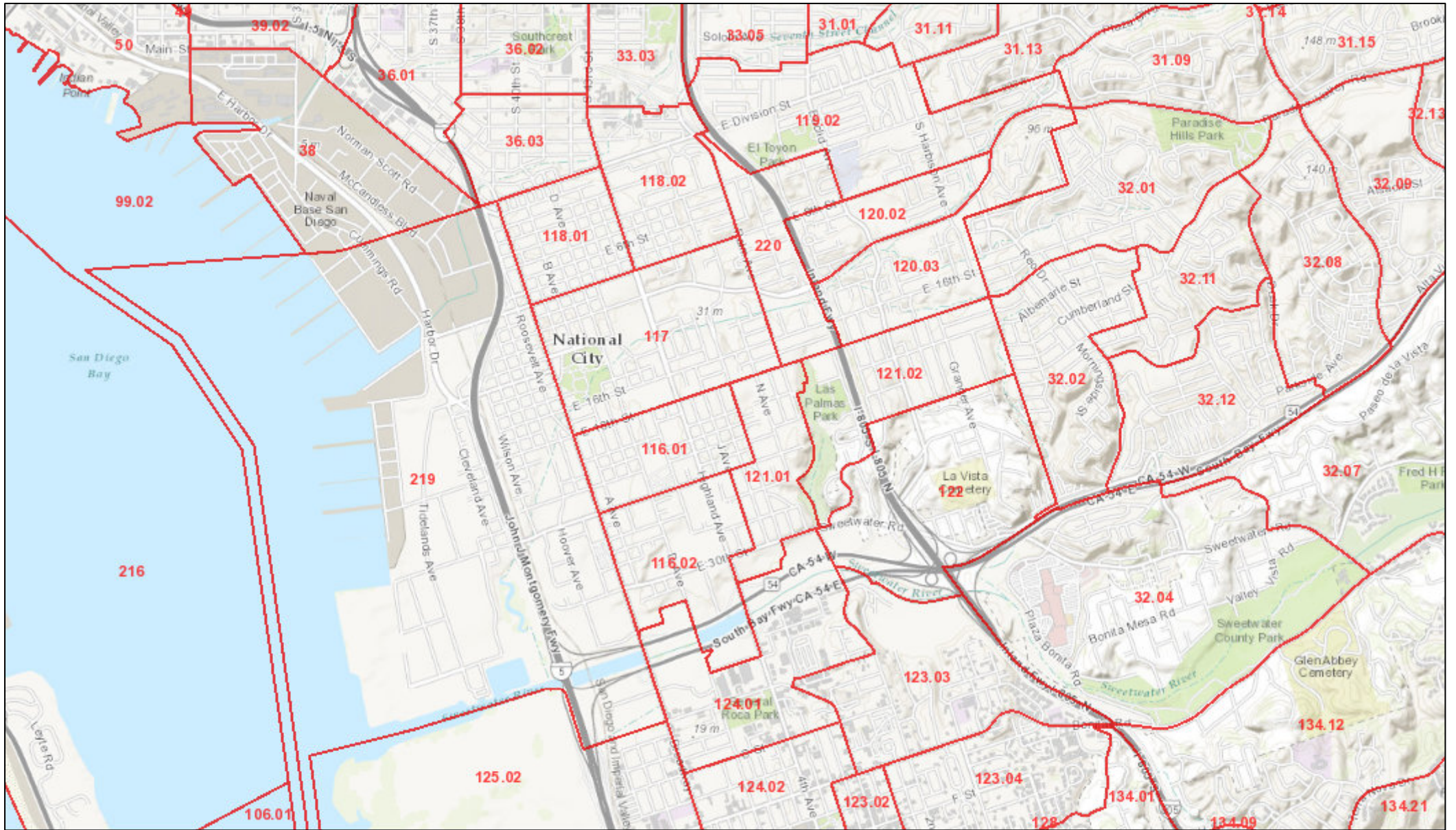
CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT
FOR OFF-SALE BEER, WINE, AND DISTILLED SPIRITS
(ABC TYPE 21) FOR AN EXISTING GIFT BUSINESS
LOCATED AT 900 CIVIC CENTER DRIVE IN THE COASTAL ZONE.
CASE FILE NO.: 2024-04 CUP
APN: 559-010-09

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, August 5, 2024** in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Rawlings Consulting)

The applicant currently operates a mail order gift business specializing in custom etching of bottles of alcohol. The business has historically purchased the alcohol on a retail basis, but wishes to change to buying alcohol on a wholesale basis. This will require a Type 21 alcohol license (off-sale general) from the California Department of Alcoholic Beverage Control (ABC). No retail sales are proposed for the general public and alcohol will only be sold to customers ordering etching services. No external advertising or display is proposed. Business hours are Monday to Friday from 9 a.m. to 5 p.m. The Planning Commission will also consider the staff determination that the project is not considered a project under the California Environmental Quality Act (CEQA). The project location is within the City's Coastal Zone.

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 4:00 p.m., **August 5, 2024** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

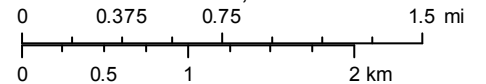


August 25, 2014

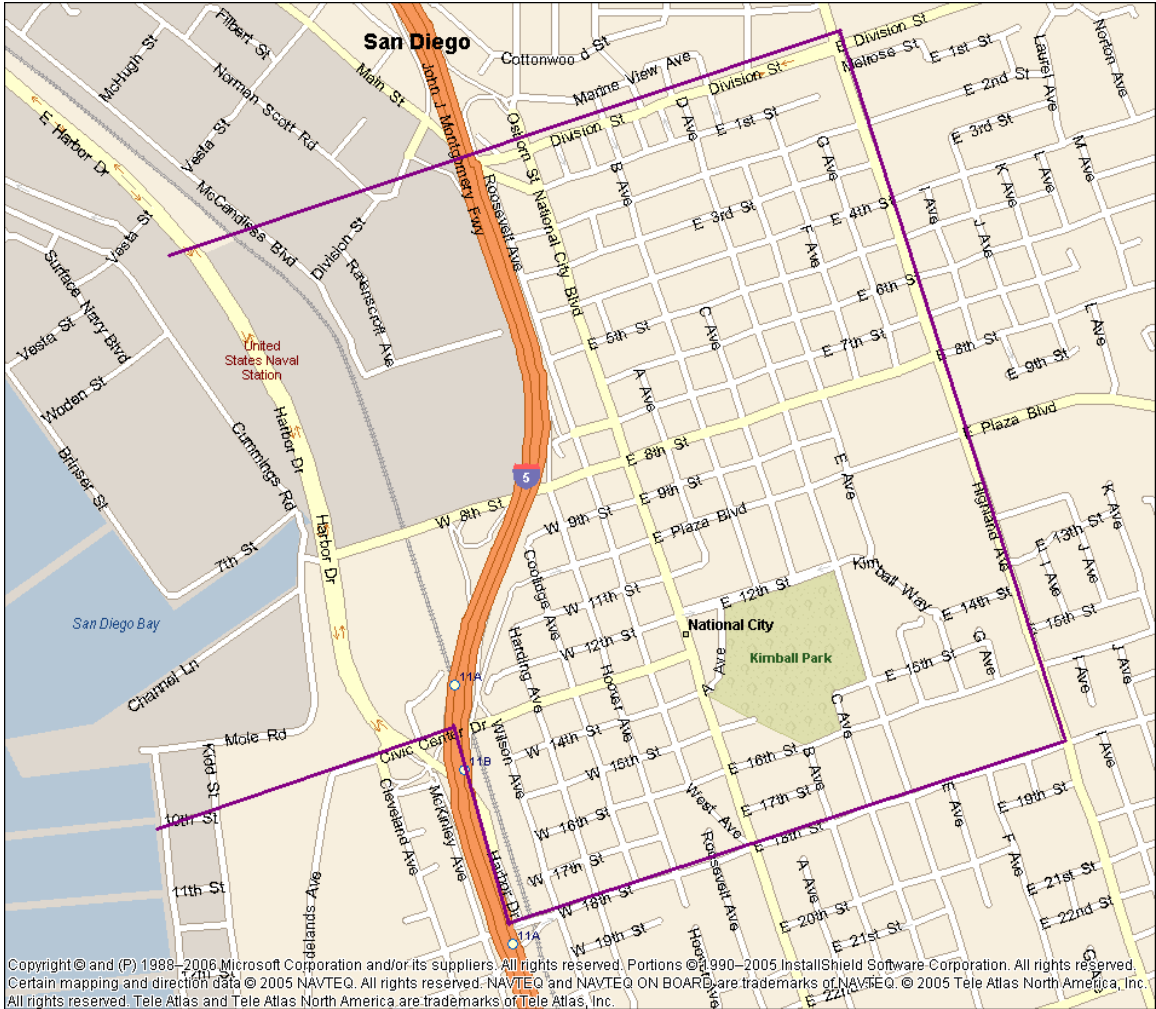
Census Tracts 2010

ATTACHMENT 5

1:45,467



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of National City Beat 20

Source: Microsoft Mappoint
NCPD CAU, 4/18/07



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 03-28-24

BUSINESS NAME: MHM Glass Etching, Inc c/o Rawlings Consulting

ADDRESS: 900 Civic Center Drive, National City, CA 91950

OWNER NAME: [redacted] DOB: _____

OWNER ADDRESS: _____

(add additional owners on page 2)

I. Type of Business

- Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation

- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment

- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate

- Low (1 pt)
- Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

- This business does not meet the types listed - Risk assessed at 0pts

- Currently, there are (3) on sale licenses authorized in tract 219

- Currently, there are (11) active on sale licenses in tract 219

- Currently, there are (1) off sale licenses authorized in tract 219

- Currently, there are (7) active off sale licenses in tract 219

VI. Calls for Service at Location (for previous 6 months)

- ✓ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- ✓ Mostly commercial businesses (1 pt)
- Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk (12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts) Total Points <u>7</u>

VIII. Owner(s) records check

- ✓ No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: [redacted] DOB: [redacted]

OWNER ADDRESS: [redacted]

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

Recommendation:

This business assesses at a low risk and is deserving of such a rating. Tract 219 is over its authorized licenses but this business it not involved in traditional alcohol sales.

Completed by: J. Camacho Badge ID: 449

Rawlings Consulting
26023 Jefferson Ave., Ste. D
Murrieta, CA 92562



quadiant
FIRST-CLASS MAIL
IMI
\$000.64¹⁰
04/16/2024 ZIP 92562
043M31217618

US POSTAGE

559-040-57-00
Occupant
1535 Tidelands Ave Ste P
National City CA 91950

You are invited to attend at:
COMMUNITY MEETING

Date: Monday, April 29th, 2024

Time: 5 PM – 9 PM

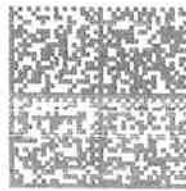
Address: Etching Expressions – 900 Civic Center Drive, National City, CA

This meeting is to inform citizens of a finding of public convenience or necessity and use permit application to sell beer, wine, and distilled spirits for off-site consumption (ABC Type 21 License) at an existing gift company. sell beer and wine. Sales hours 8:00 am to 2:00 pm Monday – Friday.

We are looking forward to meeting you and discussing any concerns or questions you may have regarding the proposed operations. If you can't attend the meeting, or if you have any questions before then, please feel free to contact Steve Rawlings, the Applicant's representative, at 951-667-5152 or via email at SER@Rawlingspm.com.

This notice is being sent to you in fulfillment of the City of National City requirements. This outreach effort to our neighbors is necessary because an application for development or use has been filed with the City of National City Planning Department.

Rawlings Consulting
26023 Jefferson Ave., Ste. D
Murrieta, CA 92562



quadiant
FIRST-CLASS MAIL
IMI
\$000.64^g
04/17/2024 ZIP 92562
043M31217618

US POSTAGE

National City Police Department
1200 National City Blvd
National City CA 91950

You are invited to attend a:
COMMUNITY MEETING

Date: Monday, April 29th, 2024

Time: 5 PM – 9 PM

Address: Etching Expressions – 900 Civic Center Drive, National City, CA

This meeting is to inform citizens of a finding of public convenience or necessity and use permit application to sell beer, wine, and distilled spirits for off-site consumption (ABC Type 21 License) at an existing gift company. sell beer and wine. Sales hours 8:00 am to 2:00 pm Monday – Friday.

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This notice is being sent to you in fulfillment of the City of National City requirements. This outreach effort to our neighbors is necessary because an application for development or use has been filed with the City of National City Planning Department.

Minutes

Community Meeting

Location: Etching Expressions Offices - 900 Civic Center Drive

Date: April 29, 2024

Time: 5pm to 6pm

Attendees: Steve Rawlings, Applicant Representative

Michael McCarron, Owner

4:55pm – Michael McCarron opened the door from the break room to parking lot.

6:00pm – Micheal McCarron closed doors.

Note: 72 Notices were mailed out on 4/16/24.



Public Hearing

CONDITIONAL USE PERMIT AND
COASTAL DEVELOPMENT PERMIT FOR
ABC TYPE 21 LICENSE AT 900 CIVIC
CENTER DRIVE

2024-04 CUP, CDP



Overhead



Site Characteristics

- MM-CZ zone
- Existing light industrial business in industrial building
 - Etching Expressions (custom packaging and engraving of gift products)
 - At the location since 2023
 - Robust online presence
- SE corner of Civic Center Drive and Tidelands Avenue
- Other industrial uses S & E
- Maritime/U.S. Navy uses N & W
- Census tract 219
 - Entire W side of the City W of National City Blvd.



Overhead



Proposal

- Etching Expressions business operations include processing of online orders for etching services
 - Bottles of wine
 - Bottles of distilled spirits
 - Other gift items
- Alcohol previously purchased on a retail basis, processed (etched), then shipped
 - Use did not require a CUP
 - Processing and shipping-related business
- Only change in operations is purchase alcohol on wholesale basis
 - Triggers additional ABC requirements
 - Resale of wholesale-bought products requires a Type 21 (off-sale general) license
 - Need for a CUP



Analysis

- NCMC 18.30.050 allows for on-site alcohol sales with approved CUP
- Additional requirements for alcohol CUPs:
 - Mailing – owners/occupants within 660 ft. (72)
 - Community meeting – Held April 29, 2024 – no attendees
 - Census Tract 219– 7 off-sale licenses* where 1 is recommended
 - Distance requirements – No school within 660 ft.
- Hours of operation – 9 a.m. to 5 p.m. M-F
- Coastal Zone – Otherwise exempt but for CUP triggering of CDP – additional finding
- CEQA – Not a project – no physical or indirect physical change expected



Comments:

Police Department (PD)

- Risk Assessment – 7 points
 - Low risk – 12 points or less
 - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Referenced non-traditional nature of business
- No concerns noted



Summary

- Proposed use consistent with General Plan and Land Use Code
 - Existing industrial use in industrial building in predominantly industrial area
 - No change in use over what exists currently is proposed
- No traditional retail sales occurring on site – no nuisance impacts expected
 - Specialized and custom nature of products being sold
 - Exclusively offered through online ordering and shipping process
 - Potential option for in-person sales due to ABC license
 - Conditions included to limit sales to custom products only
- Census tract considered over-concentrated
 - Non-retail nature of business assuages concerns
 - “Low risk”



Options

- Approve 2024-04 CUP, CDP based on findings listed in the draft resolution / findings determined by the Commission; or
- Deny 2024-04 CUP, CDP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council



Overhead





AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Planning Manager
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Notice of Decision – Planning Commission Approval of a Conditional Use Permit for Beer and Wine Sales (ABC Type 41) at an Existing Restaurant (Mariscos de la Capital) at 801 National City Blvd., Suite 105.

RECOMMENDATION:

Staff Recommends Approval of the Sale of On-Site Beer and Wine, Subject to the Recommended Conditions in Planning Commission Resolution No. 2024-11, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Downtown Specific Plan Development Zone 4 and Would be Accessory to Food Sales in the Restaurant.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

On August 5, 2024, the Planning Commission recommended approval of the CUP by unanimous vote.

EXPLANATION:

The operator of Mariscos La Capital restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer beer and wine sales. The hours of operation as proposed by the applicant are 8:00 a.m. to 11:30 p.m. daily.

The Planning Commission conducted a public hearing on August 5, 2024, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval, with an added condition prohibiting consumption of alcohol outdoors (See modified condition number 12 on attached updated resolution). The attached Planning Commission staff report describes the proposal in detail

FINANCIAL STATEMENT:

An application fee of \$3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

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 – Planning Commission Staff Report with attachments

Exhibit B – 8/5/24 Planning Commission PowerPoint slides

Exhibit C – Updated Planning Commission Resolution 2024-11



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MARISCOS LA CAPITAL) LOCATED AT 801 NATIONAL CITY BLVD., SUITE 105

Case File No.: 2024-10 CUP

Location: Southeast corner of National City Blvd. and E. 8th St.

Assessor's Parcel Nos.: 556-471-26-17

Staff report by: Sophia Depew – Acting Assistant Planner

Applicant: Kimberly Zamudio

Zoning designation: Development Zone 4 (Downtown Specific Plan)

Adjacent use and zoning:

- North: Integrity Charter School across East 8th Street / DZ 4
- East: Union Bank / DZ 4
- South: Morgan Square/Chamber of Commerce / DZ 5B
- West: National City Higher Education Center / DZ 7

Environmental review: Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)

Staff recommendation: Approve

Staff Recommendation

Staff recommends approval of the sale of on-site beer and wine, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of beer and wine is a conditionally-allowed use in Development Zone 4 of the Downtown Specific Plan area and would be accessory to food sales at the restaurant.

Executive Summary

The operator of Mariscos La Capital restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer beer and wine sales. The hours of operation as proposed by the applicant are 8:00 a.m. to 11:30 p.m. daily.

Site Characteristics

Mariscos La Capital is an existing restaurant at the base of the Bay View Suites building (former Red Lion Hotel). The restaurant is 1,025 square feet in size, with approximately 310 square feet dedicated to dining area. The indoor dining room has 30 seats.

The property is located in census tract 117, which covers the area between National City Boulevard and "N" Avenue, and between East 8th Street and East 18th Street. The downtown area encompasses a range of residential, institutional, and commercial uses, including a variety of restaurants that serve alcohol. The restaurant is located on the southeast corner of East 8th Street and National City Boulevard.

Proposed Use

The business is proposing to sell beer and wine on site (ABC Type 41) in conjunction with food sales in the restaurant. Restaurant hours will be 8:00 a.m. to 11:30 p.m. daily. Proposed alcohol sales hours are proposed for the same time period. No live entertainment is proposed.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

The site was previously approved for the same type of ABC License (Type 41) with a CUP that has since expired due to a discontinued use for a period of 12 months or longer.

Hours of Operation for Alcohol Sales

Most recent CUP's for on-site alcohol consumption have varying hours of operation. Villa Manila was approved for the sale of alcoholic beverages for on-site consumption until 9:00 p.m. daily. Grill House at Big Ben, located on the corner of E. 8th Street and 'A' Avenue, sells alcohol until 10 p.m. every day. Market on 8th was approved for the sale of alcoholic beverages for on-site consumption from 6:00 a.m. to 12:00 a.m. daily.

Conditions of approval for alcohol sales reflect what the applicant has requested (8:00 a.m. to 11:30 p.m. daily.). The previous CUP was approved for 6:00 a.m. to 8:00 p.m. No live entertainment is proposed to reflect the later hours of operation. The applicant has stated that the proposed hours are the maximum that could be expected, depending on the future success of the business. Current hours are advertised as 12 p.m. to 7 p.m. and 12 p.m. to 8 p.m. on weekends.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 778 occupants and owners.

Comments

The Planning Division has not received any public comment as of the writing this report.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Friday, May 10, 2024 at 12:30 p.m. at the restaurant. The meeting advertisement is attached (Attachment 8); Based on the attached sign-in sheet, only a representative of the Institute for Public Strategies (IPS) attended the meeting.

Distance Requirements – Chapter 18.030.050 (D) of the Land Use Code (LUC) requires a 660-foot distance from any public school for restaurants serving alcohol; the nearest state-certified public school is Central Elementary School, which is located approximately a quarter-mile away to the east.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently 16 on-site licenses in census tract 117, where a maximum of ten are recommended. A recent approval (Villa Manila) increases the number to 17 licenses. However, of those 17, two are catering licenses and one is a VFW hall. The census tract is considered over concentrated by ABC with regard to on-site alcohol sales outlets.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 14 points, which places it in the Medium Risk category (Medium Risk is considered 13 to 18 points). The main reasons for the medium risk assessment are due to the proposed closing time (after 11 p.m.) and the high crime rate in the area (Beat 20, which is the entire northwest corner of the City). The risk assessment is included as Attachment 6.

Institute for Public Strategies (IPS)

Comments were received from IPS with the following considerations:

1. Require that staff, management, and owner attend an in-person Responsible Beverage Sales and Service training.
2. Require security guards during sporting events that will be viewed at the location.
3. Require exterior security cameras.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7. The application is for a restaurant use and the proposed alcohol sales are incidental, which ordinarily does not warrant additional security measures. Conditions of approval are included that restrict live entertainment and advertised events.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales are allowable within Downtown Specific Plan Development Zone 4, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. The use is incidental to the existing restaurant use in a mixed-use area.

2. General Plan Consistency: Alcohol sales is a permitted use, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with alcohol sales is consistent with the Development Zone 4 land use designation as a street-oriented retail use contained in the Downtown Specific Plan and is consistent with the Community Character element of the General Plan.
3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of food service.
4. No Nuisance: The proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. There is no live entertainment proposed on site.
5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in Development Zone 4 of the Downtown Specific Plan.
6. Public Convenience and Necessity: The restaurant, a permitted use in the Development Zone 4 of the Downtown Specific Plan, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add character to the downtown core.

Findings for Denial

The following are findings for denial due to nearby businesses that sell beer and wine:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to on-sale alcohol outlets – 16 on-sale outlets are permitted where ten are recommended by the California Department of Alcoholic Beverage Control.
2. The proposed use is not deemed essential to the public necessity, as there are already fifteen restaurants in the same census tract that serve alcohol, including Big Ben Market Grill House and Villa Manila, which are within one and five blocks of the subject restaurant respectively
3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in Development Zone 4 of the Downtown Specific Plan. The proposed use would be incidental to the proposed restaurant use in a commercial area. The addition of on-site beer and wine sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. Although the census tract in which the restaurant is located is over-concentrated with regard to on-sale alcohol licenses, beer and wine will only be available with the sale of food and the Police Department has classified the establishment as Medium Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2024-10 CUP, subject to the conditions included in the Resolution, or other conditions, and based on the

findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2024-10 CUP based on the attached findings or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 202-10 CUP, dated 7/2//2024)
4. Public Hearing Notice (Sent to 778 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. IPS Comments
8. Community Meeting Information
9. Public Comment

RESOLUTION NO. 2024-11

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE
PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA
GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND
APPROVING A CONDITIONAL USE PERMIT FOR
BEER AND WINE SALES (ABC TYPE-41) AT EXISTING RESTAURANT (MARISCOS
LA CAPITAL)
LOCATED AT 801 NATIONAL CITY BOULEVARD, SUITE 105.
CASE FILE NO. 2024-10 CUP
APN: 556-471-26-17

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at an existing restaurant (Mariscos la Capital) located at 801 National City Boulevard, suite 105 at a duly advertised public hearing held on August 5, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-10 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 5, 2024, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Downtown Specific Plan Development Zone 4 pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent

with the allowed uses in the Downtown Specific Plan as a street-oriented retail use and is consistent with the Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed alcohol sales would be incidental to the primary use of food sales.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in permitted Development Zone 4 of the Downtown Specific Plan.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Development Zone 4 of the Downtown Specific Plan, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add charm to the downtown core.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding

uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at an existing restaurant (Mariscos la Capital) located at 801 National City Blvd. Suite 105. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024-10 CUP, dated 7/2/2024.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. No alcohol sales and consumption practices shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
8. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. and 11:30 p.m. daily.
10. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
11. Alcohol shall be available only in conjunction with the purchase of food.
12. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
13. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
14. No live entertainment or advertised special events are permitted without modification of this CUP or issuance of a Temporary Use Permit.
15. No advertisement promoting specific events shall be distributed outside the restaurant.
16. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

17. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 5, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

CHAIRPERSON

RESOLUTION NO. 2024-11

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR
BEER AND WINE SALES AT AN EXISTING RESTAURANT (MARISCOS LA CAPITAL)
LOCATED AT 801 NATIONAL CITY BOULEVARD, SUITE 105.
CASE FILE NO. 2024-10 CUP
APN: 556-471-26-17

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at an existing restaurant (Mariscos la Capital) located at 801 National City Boulevard, suite 105 at a duly advertised public hearing held on August 5, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-10 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 5, 2024 support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to on-sale alcohol outlets – 16 on-sale outlets are permitted where ten are recommended by the California Department of Alcoholic Beverage Control.
2. The proposed use is not deemed essential to the public necessity, as there are already fifteen restaurants in the same census tract that serve alcohol including Big Ben Market Grill House and Villa Manila.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 5, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

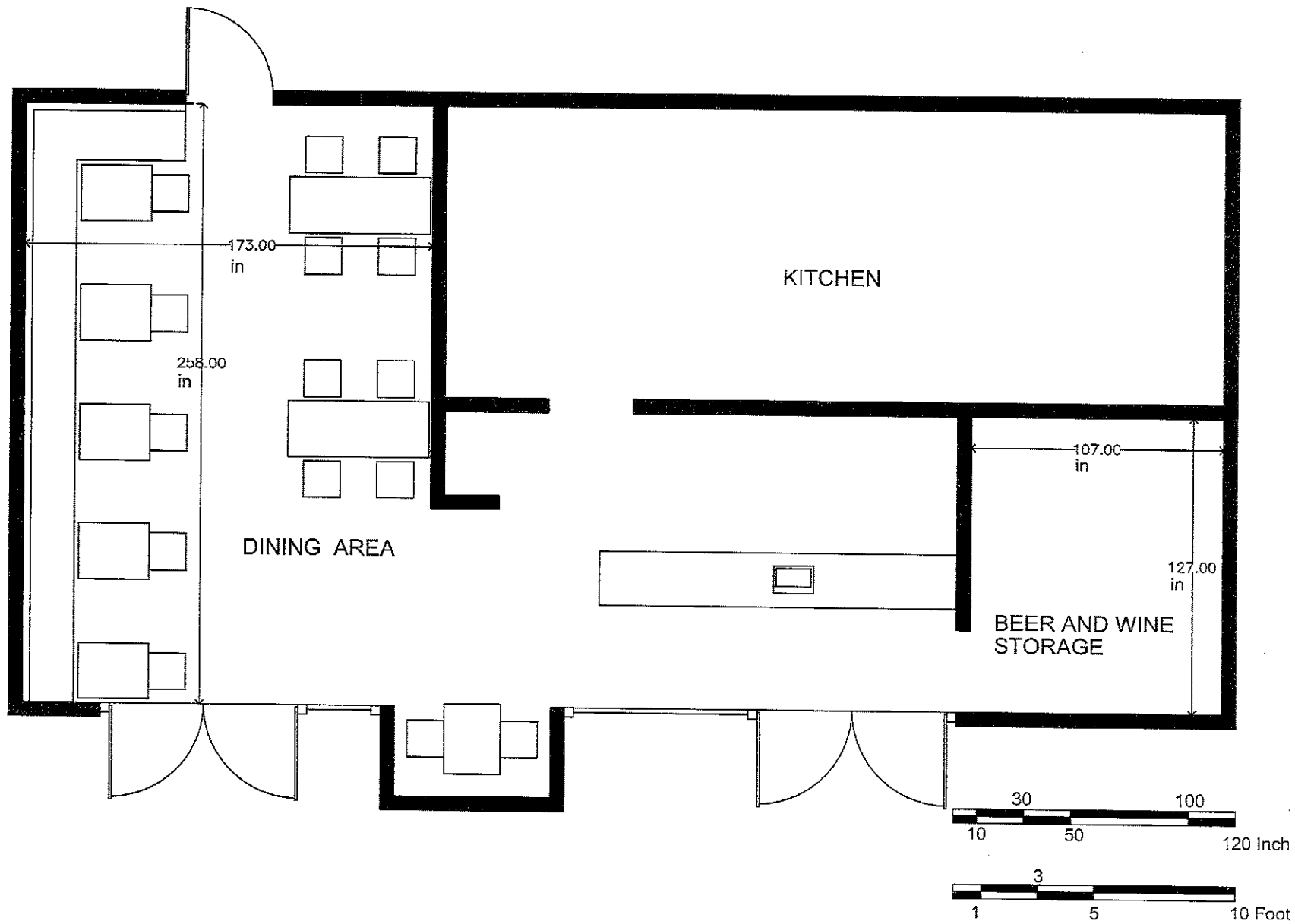
ABSTAIN:

CHAIRPERSON

2024-10 CUP – 801 National City Blvd. Suite 105 – Overhead



ATTACHMENT 2



PREPARED FOR:
 Pacifica Bayview LLC
 1775 Hancock Street
 San Diego, CA 92110
 Tel (858) 692-2970

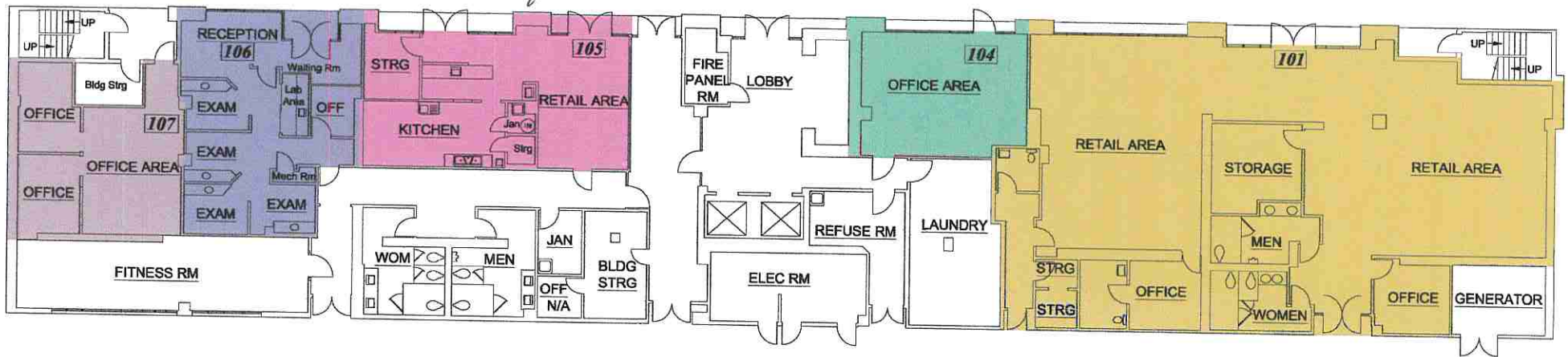
801 NATIONAL CITY BOULEVAR
 NATIONAL CITY, CA

LEASE PLAN

FIRST FLOOR
 (As Measured: September 2021)



NATIONAL CITY BLVD



- Gross Leasable #101: 3,865 s.f.
- Gross Leasable #104: 599 s.f.
- Gross Leasable #105: 1,025 s.f.
- Gross Leasable #106: 977 s.f.
- Gross Leasable #107: 738 s.f.



SCALE: 1/16" = 1' - 0"

Note: Area subject to minor revision upon completion of full-building survey.

Survey Accuracy: +/- 0.13 %

AREAS COMPUTED IN ACCORDANCE WITH BOMA 2020 FOR RETAIL PROPERTIES STANDARD METHOD OF MEASUREMENT - ANS/BOMA Z65.5-2020

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<https://lt-fp.com>
 TEL: (888) 393-6655
 FILE: 21-381

8th Street

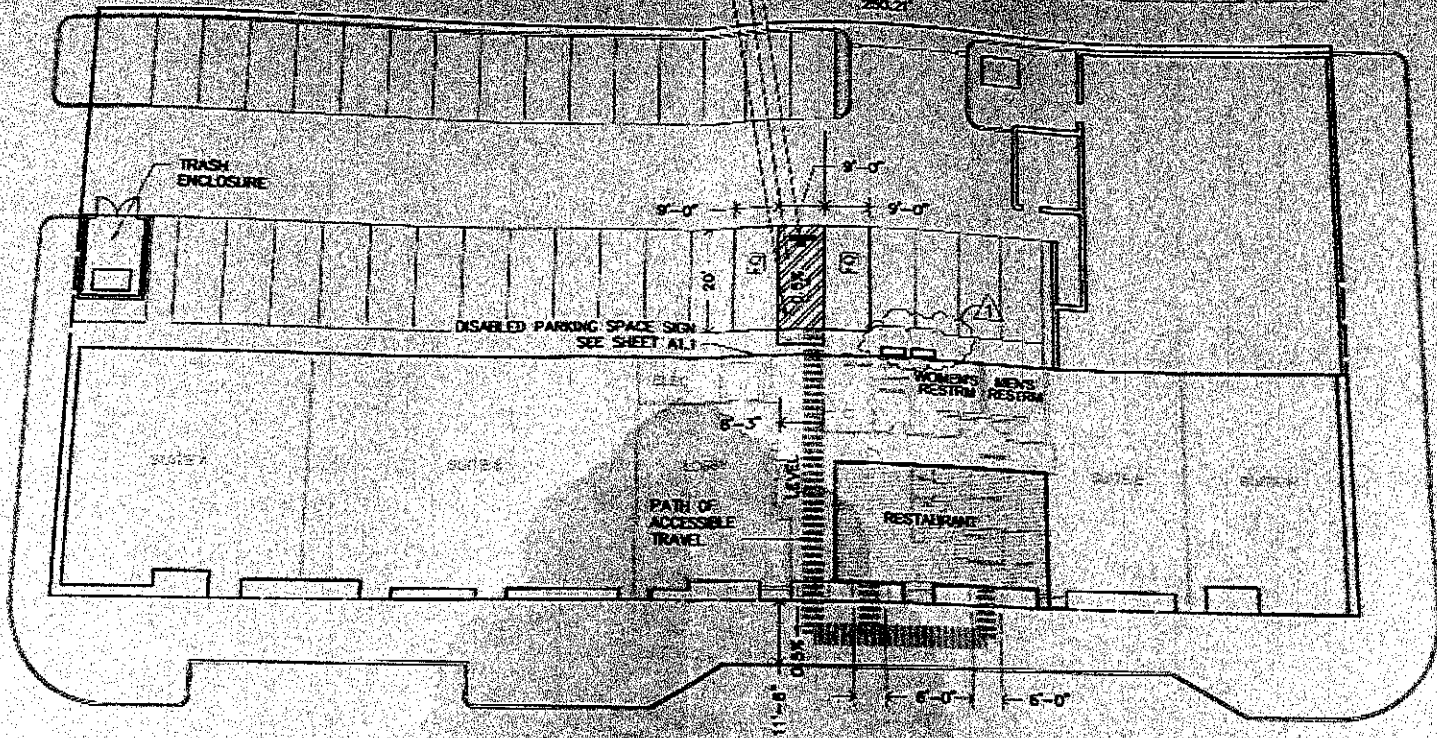
9th Street

Alley

PROVIDE 5' CLEARANCE
FOR PARKING
SEE SHEET AL.1

PROVIDE 5' CLEARANCE
FOR DISABLED ACCESS
CROSSING CURBING
AND DRIVE

PROVIDE 3' FOOT BY
NINE FOOT YELLOW
TRUNCATED CONE
MARKING TRACK
SEE SHEET AL.1



SITE PLAN



National City Blvd.



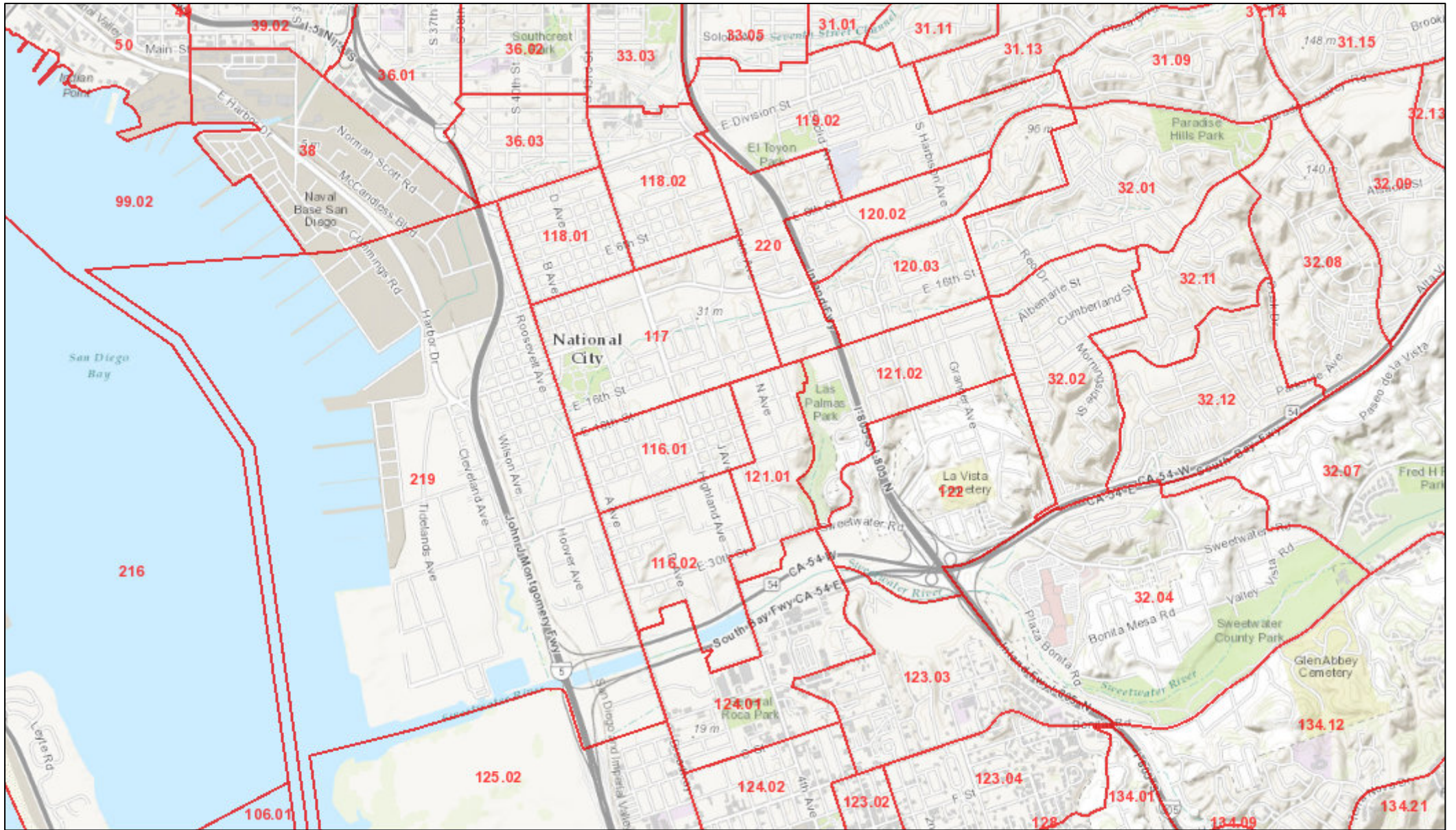
NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT FOR ON-SALE BEER AND WINE (TYPE-41)
AT AN EXISTING RESTAURANT (MARISCOS LA CAPITAL),
LOCATED AT 801 NATIONAL CITY BLVD. SUITE 105
CASE FILE NO.: 2024-10 CUP
APN: 556-471-26-17

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, August 5, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Kimberly Zamudio)

The business is proposing to sell beer and wine on site (ABC Type 41) in conjunction with food sales in the existing restaurant. Hours of operation are 8:00 a.m. to 11:30 p.m. daily. The Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 2:00 p.m., **August 5, 2024** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

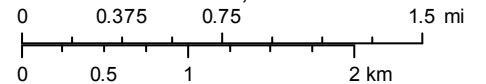


August 25, 2014

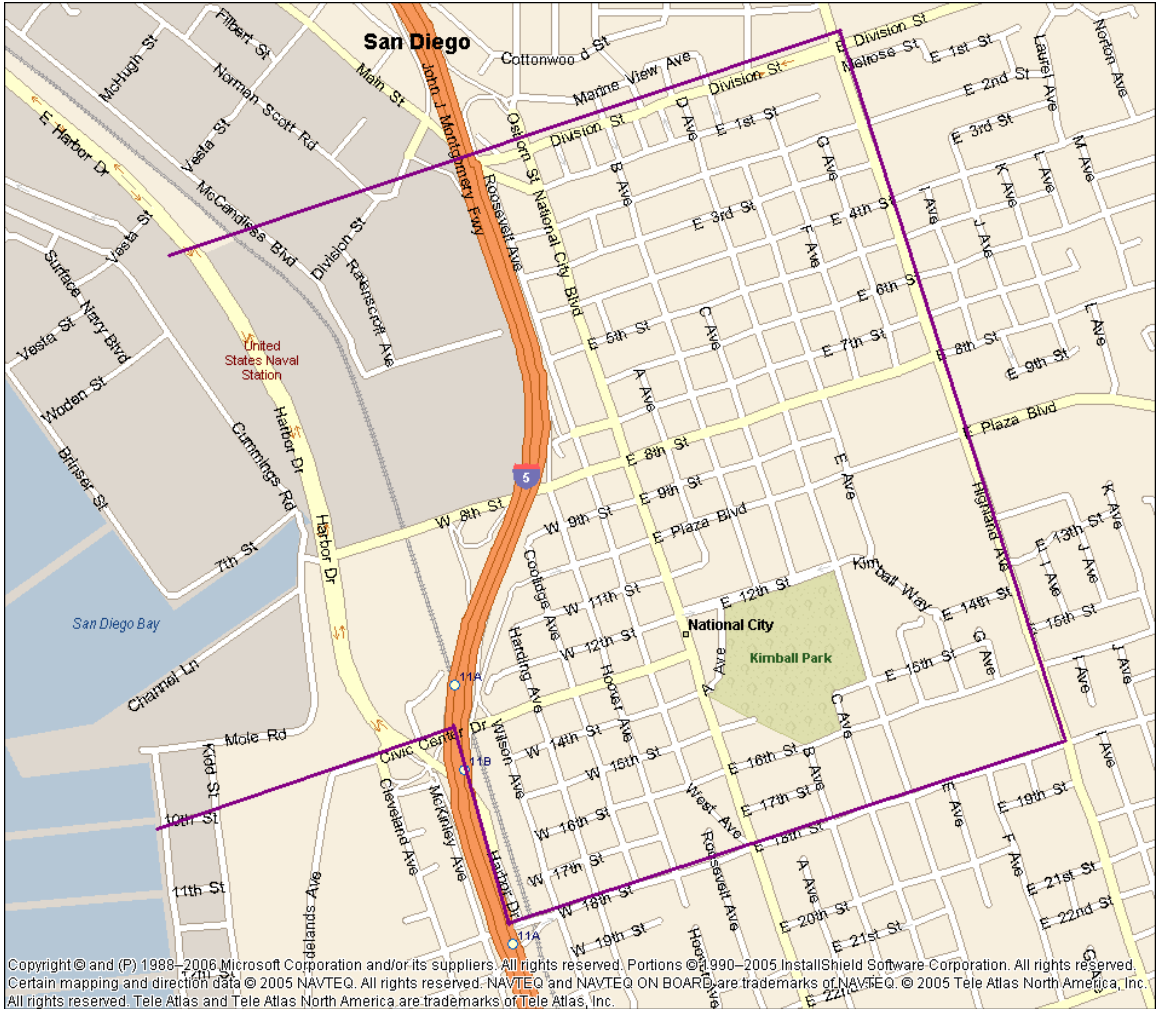
CensusTracts 2010

ATTACHMENT 5

1:45,467



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



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City of National City Beat 20

Source: Microsoft Mappoint
NCPD CAU, 4/18/07



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 06/21/24

BUSINESS NAME: Mariscos La Capital

ADDRESS: 801 National City Blvd #105, National City, CA 91950

OWNER NAME: Kimberly Zamudio DOB: 10/30/1996

OWNER ADDRESS: 2354 Starpine Drive, Lemon Grove, CA 91945

(add additional owners on page 2)

I. Type of Business

- Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation

- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment

- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate

- Low (1 pt)
- Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

- Currently, there are (10) on sale licenses authorized in tract 117

- Currently, there are (16) active on sale licenses in tract 117

- Currently, there are (4) off sale licenses authorized in tract 117

- Currently, there are (11) active off sale licenses in tract 117

VI. Calls for Service at Location (for previous 6 months)

- Below (1 pt)
- ✓ Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- ✓ Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk (12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts)

Total Points <u>14</u>

VIII. Owner(s) records check

- ✓ No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

Recommendation:

This business assessed at a medium risk and is deserving of such a rating due to the
over saturation of ABC licenses on tract 117 and the crime rate/calls for service at the
multi-story complex.

Completed by: Camacho Badge ID: 449

Environmental Scan for Proposed Type 41 Alcohol CUP

801 National City Blvd., Suite 105, National City, CA 91950
Conducted: June 25, 2024



Photo of the proposed location.

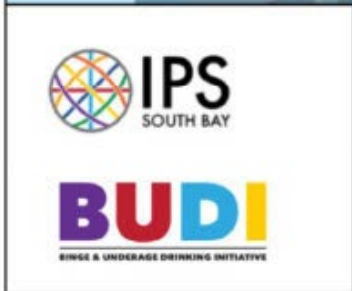
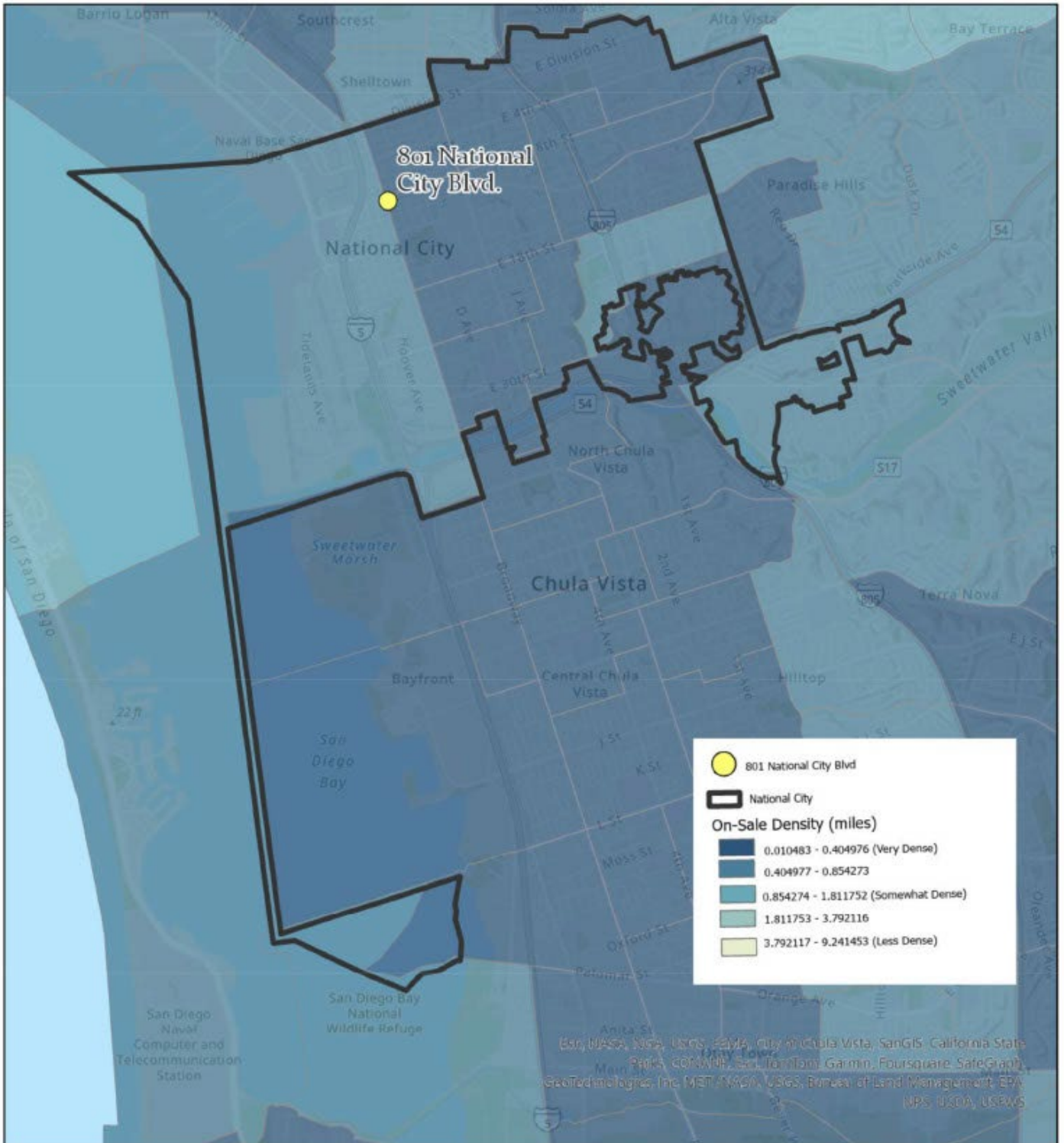
An environmental scan was conducted on Tuesday, June 25, 2024. The proposed location is located at the base of the Bayview Tower condominiums. Televisions were noted along the walls of the dining area.

During a scan of the premises, the following was noted:

- The business is located in a Major Mixed-Use Corridor.
- The location has a few on-street parking spaces in front and no designated parking area behind.
- Alongside this establishment at the base of the condominiums are a dental office and vacant suites.

Funded by the San Diego County Health and Human Services Agency

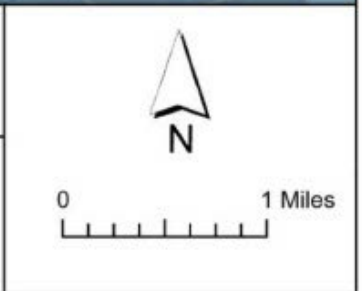
8885 Rio San Diego Drive #117 • San Diego, California, 92108 • Phone: 619.476-9100 • Fax: 619.476-9104



On-Sale Alcohol Density
Census Tract 117
801 National City Blvd., National City, CA

Alcohol density is defined as the average distance between a person and their closest alcohol retailer.

Data from ABC as of 4/30/2024
 Map produced 7/8/2024



Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map above, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as “very dense.” The average distance between a person and their closest alcohol retailer is 0.12 miles.

Youth Sensitive Areas

- Integrity Charter School (350 feet away)
- Southwestern College (400 feet away)

Churches

St. Mary Catholic Church, located approximately 1,050 feet away is the closest one to this location.

Crime Rate

A request for this information from personnel within the City of National City Police Department, may result in obtaining the crime rate for this location.

Considerations

The following are considerations if a CUP is issued:

1. Require that staff, management, and owner attend an **in-person** Responsible Beverage Sales and Service training.
2. Require security guards during sporting events that will be viewed at the location.
3. Require exterior security cameras.

COMMUNITY MEETING

Thank You For Supporting Us!

CONDITIONAL USE PERMIT FOR BEER AND WINE SALES AT A NEW RESTAURANT
(MARISCOS LA CAPITAL) LOCATED AT

801 National City Blvd Suite 105 National City Ca 91950

Date: 12:30 PM - 2:30PM
May 10
2024

Proposal to sell Beer & Wine

Meeting will be for residents and community members to be informed
about the proposal and express any concerns.

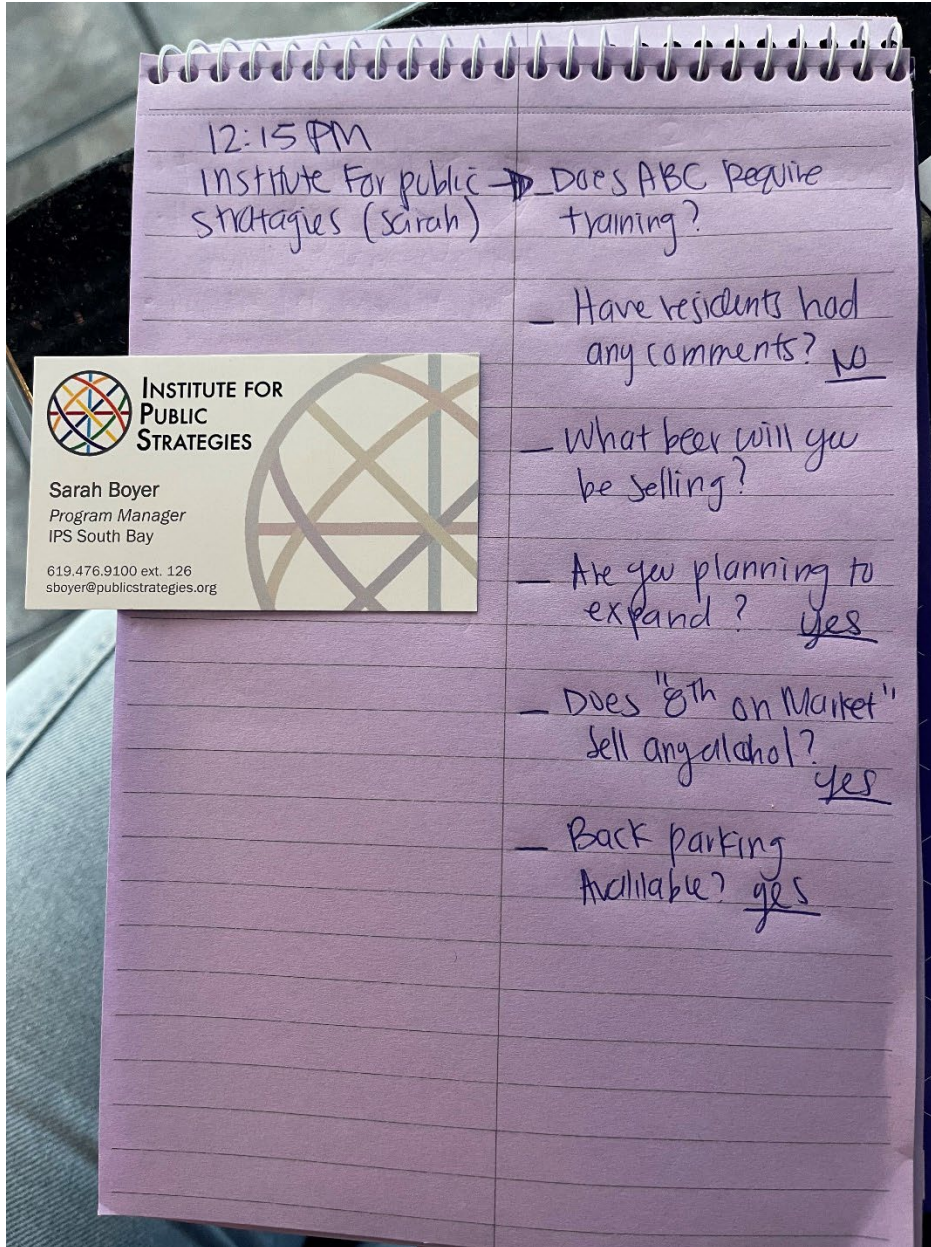
For any further questions you may contact us by email
MariscosLaCapital1@gmail.com

Thank you

2024-10 CUP

Community Meeting

May 10, 2024





Public Hearing

CONDITIONAL USE PERMIT FOR
ALCOHOL SALES AT AN EXISTING
RESTAURANT (MARISCOS LA CAPITAL)
LOCATED AT 801 NATIONAL CITY
BOULEVARD, SUITE 105

2024-10 CUP



Overhead



Site Characteristics

➤ Bay View Suites

- Southeast corner of National City Boulevard and East 8th Street
- Range of commercial, residential, and institutional uses in the area
- Downtown Specific Plan Development Zone 4
- 0.66-acre property
- Restaurant occupies 1,025 square feet suite, #105
 - Approximately 300 square foot dining area with room for 30 seats
- Currently 16 on-site ABC licenses in Census Tract 117



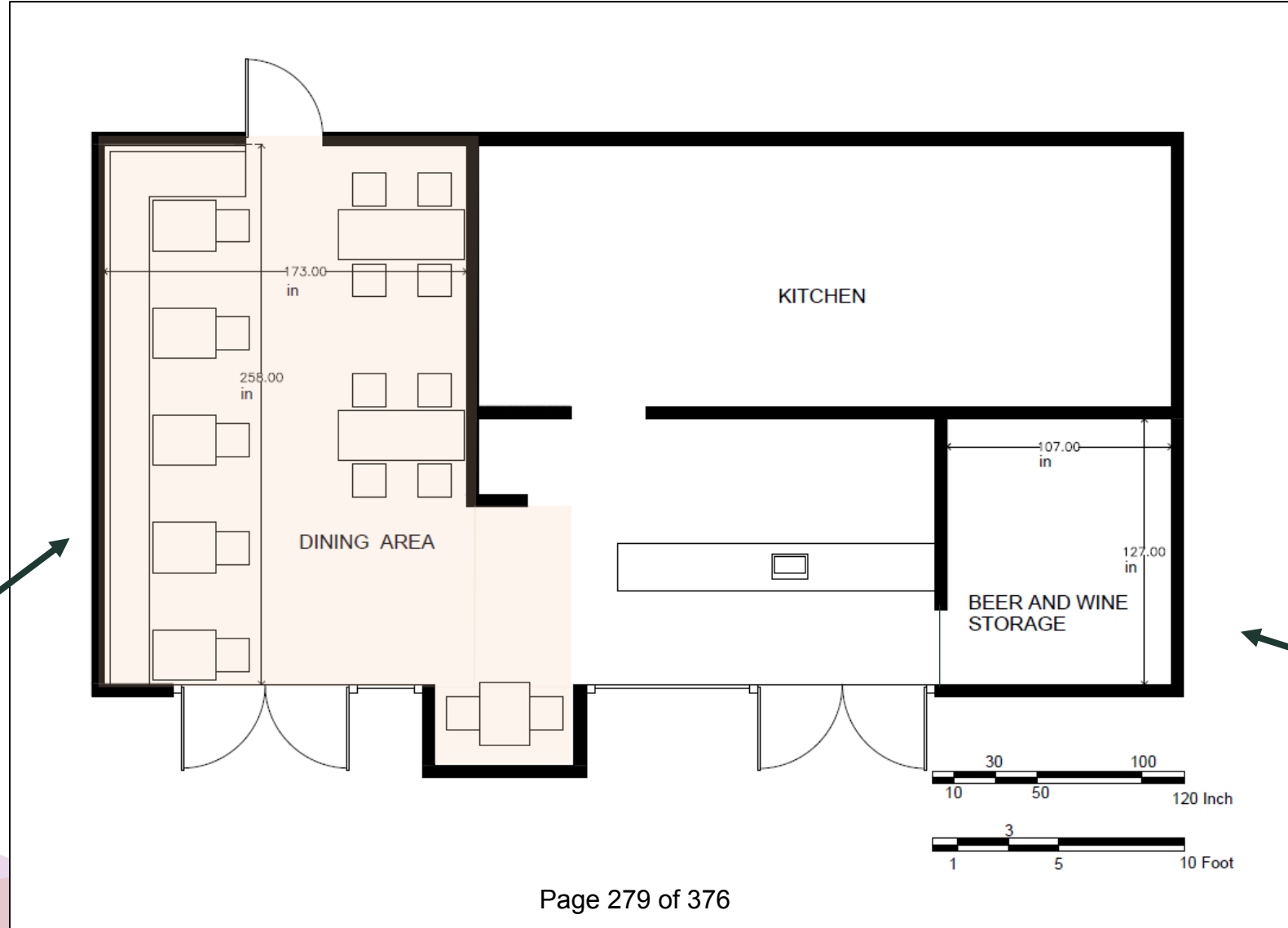
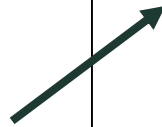
Proposal

- The business proposes to sell beer and wine (ABC Type 41) in conjunction with food sales
- Proposed hours of operation are from 8:00 a.m. to 11:30 p.m. every day
- No live entertainment is proposed



Floor Plan

DINING AREA:
~300 SQ. FT.



Proposed
Storage



Analysis

- NCMC 18.30.050 allows for on-site alcohol sales with approved CUP
- Additional requirements for alcohol CUPs:
 - Mailing – owners/occupants within 660 ft. (778)
 - Community meeting – Held May 10, 2024 – 1 attendee
 - Census Tract 117 – 16 on-sale licenses in this tract where 10 are recommended
 - Distance requirements – Not applicable; not within 660 feet of a public school
 - City council policy 707
 - Standard conditions
 - Restrictions on live entertainment and advertised events



Comments:

Police Department (PD)

- Risk Assessment – 14 points
 - Medium risk – 13 to 18 points
 - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Responsible Beverage Sales and Service (RBSS) training
- Require security guards during sporting event viewings
- Require exterior security cameras

Conditions

- Standard Conditions of Approval
- Conditions specific to on-site alcohol sales per Council Policy 707
 - Hours of operation
 - Employee training
 - Accessory sales
- Application-specific conditions
 - No advertised events



Summary

- Proposed use is consistent with the General Plan
 - Alcohol sales for on-site consumption are a conditionally-allowed use in Downtown Specific Plan Development Zone 4
 - Alcohol sales use would be accessory to the business in an established commercial area
 - Inclusion of conditions consistent with policy 707 intended to alleviate concerns related to area impacts



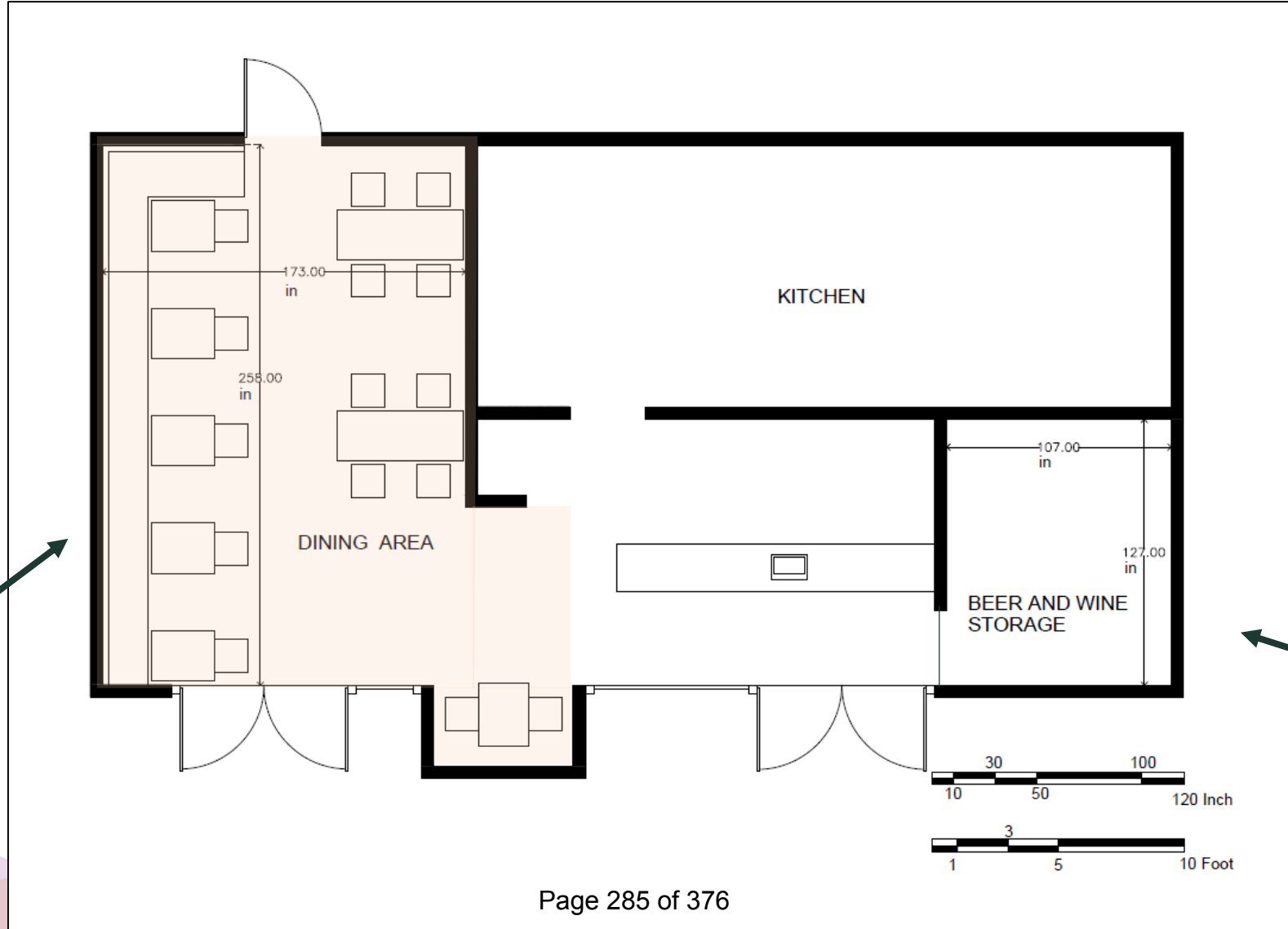
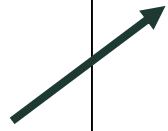
Options

- Find project exempt from CEQA & approve 2024-10 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2024-10 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council



Floor Plan

DINING AREA:
~300 SQ. FT.



Proposed
Storage



RESOLUTION NO. 2024-11

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE
PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA
GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND
APPROVING A CONDITIONAL USE PERMIT FOR
BEER AND WINE SALES (ABC TYPE-41) AT EXISTING RESTAURANT
(MARISCOS LA CAPITAL) LOCATED AT
801 NATIONAL CITY BOULEVARD, SUITE 105.
CASE FILE NO. 2024-10 CUP
APN: 556-471-26-17

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at an existing restaurant (Mariscos la Capital) located at 801 National City Boulevard, suite 105 at a duly advertised public hearing held on August 5, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-10 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 5, 2024, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Downtown Specific Plan Development Zone 4 pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A restaurant use is

consistent with the allowed uses in the Downtown Specific Plan as a street-oriented retail use and is consistent with the Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed alcohol sales would be incidental to the primary use of food sales.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in permitted Development Zone 4 of the Downtown Specific Plan.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Development Zone 4 of the Downtown Specific Plan, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add charm to the downtown core.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding

uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at an existing restaurant (Mariscos la Capital) located at 801 National City Blvd. Suite 105. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024-10 CUP, dated 7/2/2024.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. No alcohol sales and consumption practices shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
8. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. and 11:30 p.m. daily.
10. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
11. Alcohol shall be available only in conjunction with the purchase of food.
12. The sale of alcoholic beverages for off-site consumption is not permitted at this location. No alcohol may be consumed outside the premises.
13. No live entertainment or advertised special events are permitted without modification of this CUP or issuance of a Temporary Use Permit.
14. No advertisement promoting specific events shall be distributed outside the restaurant.
15. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

16. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages,

judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 5, 2024, by the following vote:

AYES: Armenta, Castle, Miller, Valenzuela, Quinonez, Sanchez, Forman

NAYS:

ABSENT:

ABSTAIN:


CHAIRPERSON



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Semi-Annual Report – Boards, Commissions, and Committees Attendance Report – Includes First and Second Quarter of Calendar Year 2024

RECOMMENDATION:

Receive and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On November 16, 2021, the City Council adopted updates to City Council Policy #107 Appointments to Boards, Commissions, and Committees (BCC). Section D, 14 Resignations, Attendance, Training and Removals provides for the City Clerk to prepare a report to Council on the attendance of BCC members. This report of attendance is prepared in February and August prior to the end of term rotation and expirations. The attendance is evaluated as follows:

1. A Commissioner or Member of a BCC with unexcused absences from three (3) consecutive regularly scheduled meetings.
2. A Commissioner or Member of a BCC misses more than 25% of the advisory body's meetings in a calendar year.
3. A Commissioner or Member of a BCC must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance. Excused Absences are considered under certain circumstances.

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 – Attendance Report

Exhibit B – City Council Policy 107 – Amended November 16, 2021

EXPLANATION

On November 16, 2021, the City Council adopted Updates to City Council Policy #107 Appointments to Boards, Commissions, and Committees (BCC). Section D, 14 Resignations, Attendance, Training and Removals provides for the City Clerk to prepare a report to Council on the attendance of BCC members.

Attendance is evaluated as follows:

1. A Commissioner or Member of a BCC with unexcused absences from three consecutive regularly scheduled meetings.
2. A Commissioner or Member of a BCC misses more than 25% of the advisory body's meetings in a calendar year.
3. A Commissioner or Member of a BCC must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences are considered under certain circumstances.

SUMMARY OF BCC ATTENDANCE
First and Second Quarter (January – June) Calendar Year 2024 Totals

Board of Library Trustees consists of five (5) members, and one (1) alternate. Their meetings are held the First Wednesday of every month at 5:30 p.m. in the Large Conference Room at City Hall.

First and Second Quarter of 2024 the Board scheduled six (6) meetings, of which one (1) was cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training	Status of Form 700 Filing
Margaret Godshalk - President	5	0	Completed	Completed
H. Bradley Bang, Vice-President	5	0	Completed	Completed
Jissan Ravanilla	2	3	Completed	Completed
Cindy Lopez	5	0	Completed	Completed
Jake Zindulka	4	1	Completed	Completed
Patricia McGhee (Alternate)	4	1	Completed	Completed

Civil Service Commission consists of 5 members. There are currently two vacant seats on the Commission. Their meetings are held the Second Wednesday of every other month at 5:30 p.m. in the Large Conference Room at City Hall.

First and Second Quarter of 2024 the Commission scheduled a total of four (4) meetings, of which one (1) was a Special Meeting. Two (2) meetings were cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training	Status of Form 700 Filing
Paul Wapnowski, Chair	2	0	Completed	Completed
Rafael Courtney, Vice-Chair	2	0	Completed	Completed
Sean Sampsell	2	0	Completed	Completed

Community & Police Relations Committee consists of eight (8) members with one (1) being a staff member. Their meetings are held the Third Thursday of February, May, August and November at 6:00 p.m. in the Council Chamber at City Hall.

First and Second Quarter of 2024 the Committee scheduled two (2) meetings.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training	Status of Form 700 Filing
Michael Lesley, Chair	2	0	Completed	Completed
Daniel Orth, Vice Chair	2	0	Completed	Completed
Zachary Francisco-Gomez	1	1	Completed	Completed
Marisa Rosales (Appointed March 19, 2024)	1	0	Completed	Completed
Kimberly Cumming-Serrano (Appointed March 19, 2024)	1	0	Completed	Completed
Rosemary Vazquez (Appointed March 19, 2024)	0	1	Completed	Completed
William Phillips	2	0	Completed	Completed
Shane McClure	2	0	Completed	Completed

Housing Advisory Committee consists of nine (9) members of the Planning Commission and two (2) additional members. Their meetings are held the Third Monday of every month at 6:00 p.m. in the Council Chamber at City Hall.

First and Second Quarter of 2024 the Committee scheduled two (2) meetings, both meetings were cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training	Status of Form 700 Filing
Richard Martin Miller, Chair	n/a	n/a	Completed	Completed
Randi Marie Castle, Vice Chair	n/a	n/a	Completed	Completed
Mayra A. Valdez	n/a	n/a	Completed	Completed
Ricardo Sanchez	n/a	n/a	Completed	Completed
Claudia E. Valenzuela	n/a	n/a	Completed	Completed
Beryl Forman	n/a	n/a	Completed	Completed
Pearl Quinones	n/a	n/a	Completed	Completed
Liliana Armenta	n/a	n/a	Completed	Completed
Denise Kosterlistzky	n/a	n/a	Completed	Completed

Park, Recreation & Senior Citizens Advisory Committee consists of seven (7) members (currently two vacancies). Their meetings are held the Third Thursday of every month at 4:00 p.m. in the Large Conference Room at City Hall.

First and Second Quarter of 2024 the Committee scheduled seven (7) meetings, one of which was a special meeting. Two (2) meetings were cancelled due to a lack of a quorum, those who provided notice of their inability to attend are counted as absent and that absence is reflected in their attendance total. While those who were able to attend are counted as being present.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training	Status of Form 700 Filing
Nora McMains, Chair	2	5	Completed	N/A
Daniel Perez (Appointed March 19, 2024)	3	3	Completed	N/A
Joseph Crawford	7	0	Completed	N/A
Reuben Felizardo	5	2	Completed	N/A
Alexander Fernandez	4	3	Completed	N/A

Planning Commission consists of seven (7) members. Their meetings are held the First and Third Monday of every month at 6:00 p.m. in the Council Chamber at City Hall.

First and Second Quarter of 2024 the Commission scheduled eight (8) meetings, of which three (3) meetings were cancelled. One (1) meeting was cancelled due to a noticing error and two (2) meetings were cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training	Status of Form 700 Filing
Richard Martin Miller, Chair	5	0	Completed	Completed
Randi Marie Castle, Vice Chair	5	0	Completed	Completed
Ricardo Sanchez	5	0	Completed	Completed
Claudia E. Valenzuela	2	3	Completed	Completed
Beryl Forman (Appointed March 19, 2024)	5	0	Completed	Completed
Pearl Quinones	5	0	Completed	Completed
Liliana Armenta	5	0	Completed	Completed

Public Art Committee consists of five (5) members and one (1) alternate. Their meetings are held the Fourth Tuesday of January, April, July and October at 3:00 p.m. in the Large Conference Room in City Hall.

First and Second Quarter of 2024 the Committee scheduled three (3) meetings, one of which was a special meeting. One meeting was cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training	Status of Form 700 Filing
William A. Virchis, Chair	1	1	Completed	Completed
Ryan Johnson	2	0	Completed	Completed
Jacqueline Schliapnik	1	1	Completed	Completed
Charles Reilly	2	0	Completed	Completed
Jose Lopez	2	0	Completed	Completed
Catrina Bush (Alternate)	0	2	Completed	Completed

Traffic Safety Committee consists of five (5) members. There is currently one (1) vacancy. Their meetings are held the Second Wednesday of every month at 1:00 p.m. in the Large Conference Room in City Hall.

First and Second Quarter of 2024 the Committee scheduled six (6) meetings, of which two (2) meetings were cancelled due to a lack of agenda items. Three (3) meetings were canceled due to lack of a quorum, those who provided notice of their inability to attend are counted as absent and that absence is reflected in their attendance total. While those who were able to attend are counted as being present.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training	Status of Form 700 Filing
Rafael Cotero	2	2	Completed	Completed
Kelly Piper	2	2	Completed	Completed
Amelito Gozum (Appointed May 7, 2024)	n/a	0	Completed	Completed
Cynthia Fuller Quinonez	3	1	Completed	Completed

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees

POLICY # 107

ADOPTED: June 17, 1986

AMENDED: November 16, 2021

PURPOSE

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

Mayor's Appointments:

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

City Council Appointments:

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

POLICY

Appointment Process

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

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

The City Council fills vacancies on these bodies.

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

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

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

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

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TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
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vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

11. Report to Council:

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

Resignation:

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

Attendance:

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

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

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

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

Excused Absences:

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

Excused absences are listed as follows:

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

Removal:

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

Mandatory Training and Filing Requirements:

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
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concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

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

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

Removal:

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

Related Policy References

Government Code Section 40605

Government Code Section 54970, et seq.

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

California Government Code Section 53235(b)

California Government Code Section 87100 et seq

National City Municipal Code Title 16 (pending)

Prior Policy Amendments:

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

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

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

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

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

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



AGENDA REPORT

Department: Community Development - Neighborhood Services
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Temporary Use Permit – Spirit Halloween Retail Tent Store Hosted by Spirit Halloween at Westfield Plaza Bonita Mall from August 24, 2024 through November 3, 2024 with No Waiver of Fees.

RECOMMENDATION:

Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This is a request from Spirit Halloween to open a temporary outdoor Spirit Halloween retail tent store at Plaza Bonita Mall from August 24, 2024 through November 3, 2024. Daily hours of operations will be from 10 a.m. to 9 p.m. A 100 x 100 square foot tent will be set up on the Westside parking lot of the mall adjacent to Ring Road within lot number known as Lot #1. The outdoor tent will provide the community with a wide product selection of seasonal items such as Halloween costumes, decorations, and accessories. If approved, this temporary structure may require additional permits and inspections from both the Building and Fire Department prior to opening for business. This event has been approved by the City Council for prior years with no waiver of fees.

FINANCIAL STATEMENT:

Total TUP cost is \$1,063.00: (1) City processing fee of \$312.00; and (2) \$751.00 for Fire Permit.

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. 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 – TUP Application
Exhibit B – TUP Conditions of Approval



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- Fair/Festival
 Parade/March
 Walk or Run
 Concert/Performance
 TUP
 Sporting Event
 Other (specify) _____

Event Name & Location

Event Title SPIRIT HALLOWEEN

Event Location (list all sites being requested) 3030 PLAZA BONITA RD. NATIONAL CITY, CA 91950

Event Times

Set-Up Starts
Date 08-12-2024 Time 7:30 AM Day of Week Thursday

Event Starts
Date 08-24-2024 Time 10:00 AM Day of Week Saturday

Event Ends
Date 11-03-2024 Time 9:00 AM Day of Week Sunday

Breakdown Ends
Date 11-15-2024 Time 7:30 AM Day of Week Friday

Applicant Information

Applicant (Your name) Brandon DeSorbo Sponsoring Organization SPIRIT HALLOWEEN

Event Coordinator (if different from applicant) _____

Mailing Address _____

Day Phone _____ After Hours Phone _____ Cell _____ Fax _____

Public Information Phone (855)704-2669 E-mail spdist301@spirithalloween.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 06-11-2024

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

\$_____Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$_____Estimated Expenses for this event.

\$_____What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Estimated Attendance

Anticipated # of Participants: +10,000 Anticipated # of Spectators: +10,000

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We are a Halloween
retail store with up to 20 associates and managers hired on which will maintain all forms of security and

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: We will have construction lights u
the lights in the parking lot from lamp posts.

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
All isles and doorways will be ADA compliant along with personally stripped handicap spots in front of

main entrance of tent.

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

11 # of tents size 100 x100

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name Sunbelt Rentals
1800 McKinley Ave National City CA 619-477-2229
Address City/State Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$602.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # ³ _____ Dimensions ⁴ ' x30 ' _____

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # ³ _____

What will signs/banners say? irit Halloween

How will signs/banners be anchored or mounted? Drilled and attached into main structure

Location of banners/signage ront, back, and side of tent

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

▶ Total number of portable toilets: ³ _____

▶ Total number of ADA accessible portable toilets: ¹ _____

Contracting with portable toilet vendor. ▶ United Site Service 866-973-0820

▶ Load-in Day & Time 08-12-2024 ▶ Load-out Day & Time 11-15-2024

Portable toilets to be serviced. ▶ Time 9:00 AM

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) ¹² _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) ¹² _____

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Spirit Halloween</u>	
Event Address: <u>3030 Plaza Bonita Rd. National City</u>	Expected # of Attendees: <u>10,000</u>
Event Host/Coordinator: <u>David Laughter</u>	Phone Number: <u>760-213-8950</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>2</u>	✓		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2</u>	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	✓		
Do all storm drains have screens to temporarily protect trash and debris from entering?	✓		
Are spill cleanup kits readily available at designated spots?	✓		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Spirit Halloween _____

Person in Charge of Activity: David Laughter _____

Address: 6826 Black Horse Pike, Egg Harbor Township, NJ 08234 _____

Telephone: +1 (760) 213-8950 _____ Date(s) of Use: 08/24/2024 -11/15/2024 _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: _____

Official Title: District Sales Manager 301 _____ Date: 06-11-2023 _____

For Office Use Only

Certificate of Insurance Approved _____ Date _____

City of National City BUSINESS TAX CERTIFICATE



2024

**TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE**

"For Services Provided in National City, California Only"

Business Name SPIRIT HALLOWEEN SUPERSTORES, LLC
Business Location 3030 PLAZA BONITA RD 1025
NATIONAL CITY, CA 91950-8010
Business Owner(s) STEVE B (PRES/CEO) SILVERSTEIN
JEFF SCHAFFER (ZONE MANAGER)

Business Type Retail Sales - General
Account Number 09019446
Effective Date January 01, 2024
Expiration Date December 31, 2024

ANDREW GALASSO
SPIRIT HALLOWEEN SUPERSTORES, LLC
6826 BLACK HORSE PIKE
EGG HARBOR TOWNSHIP, NJ 08234-4132



City Manager

**NOTE: IT IS YOUR OBLIGATION TO RENEW THIS
CERTIFICATE WHETHER OR NOT YOU RECEIVE A
RENEWAL NOTICE**

For all inquiries regarding this certificate, contact HdL
Business Tax Support Center at (619) 382-2596.

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS
THAT IS OTHERWISE PROHIBITED.**

SPIRIT HALLOWEEN SUPERSTORES, LLC

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of National City BUSINESS TAX CERTIFICATE

ANDREW GALASSO
SPIRIT HALLOWEEN SUPERSTORES, LLC
6826 BLACK HORSE PIKE
EGG HARBOR TOWNSHIP, NJ 08234-4132

Account Number: 09019446
Date of Issue: 01/01/2024



Entity Status Letter

Date: 6/13/2024

ESL ID: 2899769779

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 200217010106

Entity Name: SPIRIT HALLOWEEN SUPERSTORES LLC

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- 4. We do not have current information about the entity.
- 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California

Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

June 11, 2024

City of National City
Attention: Vianey Rivera
Neighborhood Service Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Spirit Halloween Superstores LLC (Spirit Halloween) – Westfield Plaza Bonita

To whom it may concern:

I hereby authorize Andrew Galasso, acting as representative of Spirit Halloween Superstores, LLC to operate a business known as Spirit Halloween in parking lot #1 at Westfield Plaza Bonita during the dates of July 1, 2024 through November 15, 2024.

Andrew Galasso has permission to install temporary power to poles in parking lot #2 to provide power during the temporary use time if adequate power is not already in place.

Andrew Galasso will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Thank you,





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Spirit Halloween Superstores LLC 6826 Black Horse Pike Egg Harbor Township, NJ 08234	INSURER A: National Union Fire Insurance Company of P	
	INSURER B: Markel American Insurance Company	
	INSURER C: AIU Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W33873241

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			9952725	05/30/2024	05/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			9812768	05/30/2024	05/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKLM6MM70000925	05/30/2024	05/30/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	020396135	05/30/2024	05/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE			020396137	05/30/2024	05/30/2025	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMP \$1,000,000 E.L. DISEASE-POL LMT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Spirit Halloween #61401 - 3030 Plaza Bonita Rd., National City, CA 91950

Re: Permitting purposes

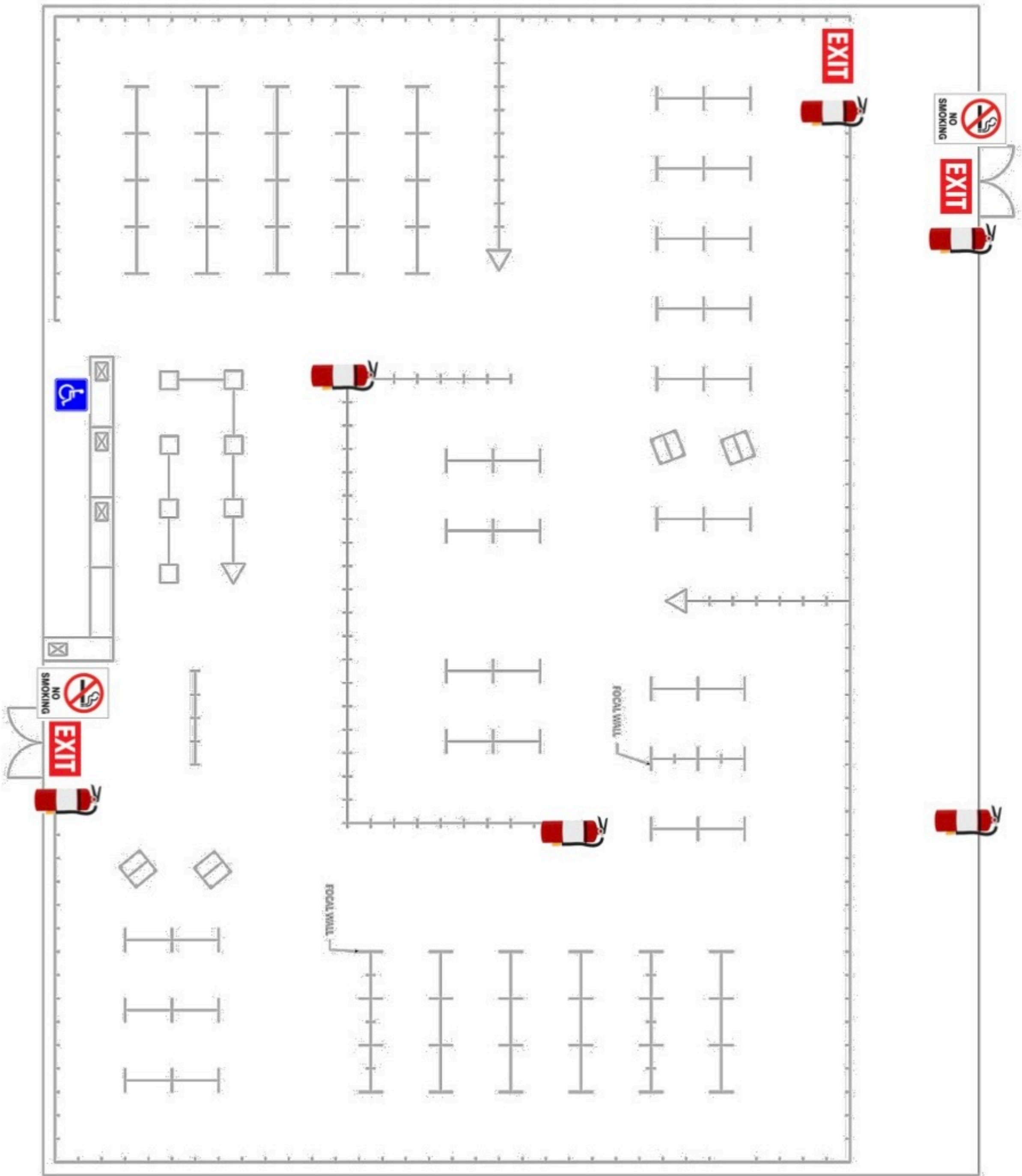
CERTIFICATE HOLDER

CANCELLATION

City of National City
 Risk Management Dept
 1243 National City Boulevard
 National City, CA 91950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Spirit Halloween

EVENT: Spirit Halloween

DATE OF EVENT: 08/24/2024 – 11/03/2024

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS []
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned application for a Temporary Use Permit. As the event will be held solely on private property, no additional insurance requirements are necessary for the permit issuance.

It should be noted that the applicant properly executed the Hold Harmless and Indemnification Agreement when the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

Patrol officers will conduct extra patrol with unobligated time.

ENGINEERING

No comments received

COMMUNITY SERVICES

No involvement

COMMUNITY DEVELOPMENT

Planning

No comments

Building

1. Site Plan – Please provide a site plan identifying the location of the tent on the site. The site plan should be dimensioned with length, width, height of the tent and please include the total square footage.
2. Path of Travel – Please identify all paths of travel into and out of the tent as well as anticipated vehicle travel throughout the parking lot to maneuver around the tent.
3. Accessibility – The operator of this tent shall be held solely responsible for ensuring that the operation, structure, and paths of travel meet current accessibility requirements.
4. Electrical – A permit is required for the electrical work to be done associated with the use of the generator. Prior to operation, a licensed Electrician (C-10 license) will need to pull a permit. Please contact the Building division directly for this process and for any questions.
 - Building Division
Phone: 619-336-4210
Email: building@nationalcityca.gov
5. Structural Engineering – Please provide the structural engineering report for the tent. The tent manufacturer specifications along with a Structural Engineer’s statement of certification and stamp would suffice.
6. Occupant Load – The Building division will calculate what the maximum occupant load (number of people allowed inside) for the tent and issue a sign that is required to be posted and adhered at all times.

Samuel Marrinan, CBO
Building Official
619-336-4351
smarrinan@nationalcityca.gov

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

FINANCE

No comments received

FIRE (619) 336-4550

\$751.00 TENT FEE

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
 - 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet
 - 3) Fire Hydrants shall not be blocked or obstructed
 - 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
 - 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
 - 6) If tents or canopies are used, the following information shall apply:
 - Tents having an area from 0-200 square feet shall be \$391.00
 - Tents having an area more than 201 square feet shall be \$751.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$391.00.
 - Canopies from 501-600 square feet shall be \$436.00.
 - Canopies from 601 square feet or greater shall be \$571.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
 - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.
- A ten foot separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained
- 7) A tent shall not be located within **20** feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and

guy wires shall be considered as part of the temporary membrane structure, tent or canopy

- 8) Provide a minimum of 2A:10BC fire extinguishers inside tent area. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher (*See Attached*). Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher
- 9) Exit doors and openings from tents shall remain open, unobstructed and identified unless covered by a flame –resistant curtain (Fire Marshal approved). The curtain shall comply with the following:
 - Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit
 - Curtains shall be of a color, or colors, that contrast with the color of the tent
- 10) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point
- 11) The arrangement of aisles shall be subject to approval by the fire code official and shall be maintained clear at all times during occupancy
- 12) All chairs used for seating inside tent shall be secured to one another using approved chair binding methods
- 13) **Exits shall be clearly marked.** Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more
- 14) Exit signs shall be **GREEN** in color and shall be of an approved self-illumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
 - Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less
- 15) Means of egress shall be illuminated with light (**Bug Eyes**) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power

- 16) Exits, aisles and passageways shall not be blocked, locked or otherwise obstructed, and shall have their minimum clear width available at all times
- 17) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements and inspection of electrical
- 18) Vehicles shall be isolated from contact with the tents or canopies, Vehicles shall be at least **20** feet away from tents or canopies
- 19) Every room or space, shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall posted by the Building or Fire Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded. Occupant load sign shall be clearly visible at all times and maintained at all times.
- 20) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted
- 21) Spot or effect lighting shall only be by electricity, and all combustibles construction located within 6 feet of such equipment shall be protected with approved noncombustible insulation not less than 9.25 inches thick.
- 22) There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside the tent structure.
- 23) The floor surface inside tents and canopy structures and grounds outside and within a 30-foot perimeter shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises. Combustible waste shall be removed from the structure as necessary and daily to meet code.
- 24) **A fire safety inspection is to be conducted by the Fire Department prior to operations of the event**
- 25) **Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the Fire Department for this event**
- 26) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$211.00) dollars.

- 27) Fire Department fees can only be waived by City Council
- 28) All Tent's, Canopies, Jumpers, Bounce Houses, Inflatables, Stage coverings etc. shall have a Certificate of State Fire Marshal flame resistance shall be provided to the National City Fire Department before the event.
- 29) The fence around and the tent must have Building Department approved exits.
- 30) Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as "temporary Wiring" only.
- 31) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours.
- 32) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure.
- 33) A clear site map shall be required for this event to include requirements mentioned in this document

FUEL STORAGE

- 34) Internal combustion power sources that may be used for "Emergency Power" shall be of adequate capacity to permit **uninterrupted operation** during normal operating hours
- 35) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 36) A drip pan shall be used to capture oils and fuel lost during normal operation
- 37) Diesel fuel stored, **shall be no more than 10 gallons of fuel**. Diesel fuel shall be stored no closer than 20 feet from generator
- 38) Diesel fuel shall be protected from impact of surrounding vehicles and machinery (20 feet). Container holding fuel, shall meet all state and federal guidelines for holding vessel and storage
- 39) Approved holding vessel (container) shall be labeled (DOT) so as to describe its contents. Label shall be visible to all oncoming emergency personal
- 40) Diesel fuel container shall have secondary containment to meet code
- 41) Diesel fuel container shall be bonded and grounded to meet code

- 42) Dispensing of fuel shall meet code requirements for the correct dispensing of flammable and combustible liquids. Gravity style dispensing apparatus shall not be used
- 43) Provide a 2A:10BC fire extinguisher at entrance to generator. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance
- 44) Any electrical power used, is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only, and shall be protected so as not to create a tripping hazard to the public. Consult building official for requirements and inspection of possible temporary power/electrical.



AGENDA REPORT

Department: Finance
Prepared by: Rachelle Barrera, Finance Manager
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Setting the FY 2025 Property Tax Rate for Library General Obligation Bonds

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Setting the Fiscal Year 2025 Secured Property Tax Rate for the Library General Obligation Bonds at 0.284 cent (0.00284%) per \$100 of Assessed Valuation."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of general obligation bonds to fund the construction of the new National City Library. In April 2003, the City issued the general obligation bonds (GO Bonds) in the aggregate principal amount of \$6 million. Those bonds mature on August 1st of each of the years 2004 through 2028. Debt service payments on general obligation bonds are satisfied through a special property tax levy. In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment.

Each year, the City must establish the tax rate to be applied to the assessed value of secured property, which generates the primary portion of the property tax revenue needed to be raised in order to service its annual bonded indebtedness. For fiscal year 2025, staff has calculated a secured property tax rate of 0.284 cent per \$100 of assessed value. Property tax revenues are also received based on the value of unsecured property, but at the rate set for secured property in the prior year. Also contributing to property tax revenues are assessments on mid-year changes in values (known as supplemental assessments) and State unitary tax allocations. Exhibit A provides a summary and certification of the secured and unsecured property tax requirements for the Library general obligation bonds debt service that will be provided to the County of San Diego Auditor & Controller for applying to the fiscal year 2025 property tax roll.

FINANCIAL STATEMENT:

Debt service payments for the GO Bonds for FY25 total \$396,425. The Library Bonds Debt Service Fund has a fund balance of over \$950,000. Fund balance in the Debt Service Fund will be the source of funding for the difference between property taxes raised and the amount of the debt service payment due. The recommended FY25 secured property tax rate of 0.284 cent per \$100 of assessed valuation is estimated to generate approximately \$150,144 in property tax revenue. The rate for unsecured property, automatically set at the secured rate from FY 2024, will be 0.518 cent per \$100 of assessed valuation, which will generate approximately \$14,683 in revenue. The combined total is \$164,827.

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 - Library General Obligation Bond Rate Calculation – FY2024-25 Tax Roll


Exhibit B - Resolution

General Obligation Bond Debt Service (Fund 6065-50)
Library Construction
Secured Property Tax Rate Computation for Fiscal Year 2025
City of National City

FY2025 Secured Assessed Valuation for Rate Computation	\$ 5,288,822,093
Amount to be raised by taxes on Secured Real Property	\$ 150,144
Amount to be raised from Unsecured Taxes*	<u>14,683</u>
Total	\$ 164,827
Rate to be applied to Secured Property	0.00284

* Estimate provided by County of San Diego Auditor & Controller and is calculated by applying the prior year's secured property tax rate of 0.00518 to the unsecured assessed valuation of \$289,255,292 for FY2025.

I CERTIFY THAT THE ABOVE COMPUTED RATE IS A REASONABLE TAX RATE FOR THIS FUND



Rachelle Barrera
 Finance Manager
 City of National City

8/12/2024

Date

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, SETTING THE FISCAL YEAR 2025 SECURED PROPERTY TAX RATE FOR THE LIBRARY GENERAL OBLIGATION BONDS AT 0.284 CENT (0.00284%) PER \$100 OF ASSESSED VALUATION

WHEREAS, in the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Public Library; and

WHEREAS, in April, 2003, the City issued the Library General Obligation Bonds in the aggregate principal amount of \$6 million which mature on August 1st of each of the years from 2004 through 2028; and

WHEREAS, in 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment; and

WHEREAS, the amount of principal and interest to be paid each year is generated through the proceeds of a special property tax levy; and

WHEREAS, each year the City must establish the secured property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness; and

WHEREAS, for Fiscal Year 2025, staff recommends setting the secured property tax rate at 0.284 cent per \$100 of assessed value.

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 secured property tax rate for bonded indebtedness for Fiscal Year 2025 to be set at 0.284 cent (0.00284%) per \$100 of secured assessed valuation.

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

PASSED and ADOPTED this 20th 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: Kecia Carrasco, Accountant
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Investment transactions for the month ended April 30, 2024.

RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended April 30, 2024.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending April 30, 2024.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$794,891.09 and dispositions of \$665,065.51.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Investment Transaction Ledger 2024-0430

MONTHLY ACCOUNT STATEMENT

City of National City | Account | As of April 30, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

PORTFOLIO SUMMARY



City of National City | Account | As of April 30, 2024

Portfolio Characteristics

Average Modified Duration	2.52
Average Coupon	2.80%
Average Purchase YTM	2.88%
Average Market YTM	5.10%
Average Quality	AA
Average Final Maturity	2.82
Average Life	2.78

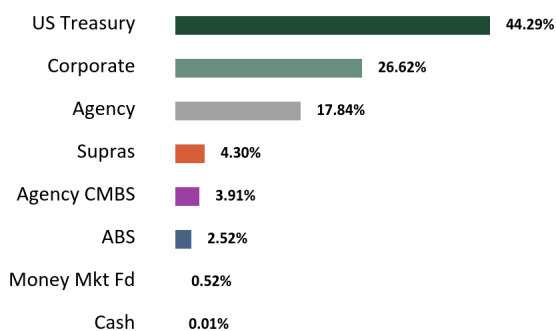
Account Summary

	Beg. Values as of 04/01/2024	End Values as of 04/30/2024
Market Value	36,956,303.46	36,641,546.06
Accrued Interest	176,186.44	228,509.46
Total Market Value	37,132,489.89	36,870,055.52
Income Earned	36,915.90	136,967.17
Cont/WD	(10,484.31)	(2,637.08)
Par	38,279,013.45	38,328,893.96
Book Value	38,174,295.74	38,207,601.67
Cost Value	38,174,295.74	38,207,601.67

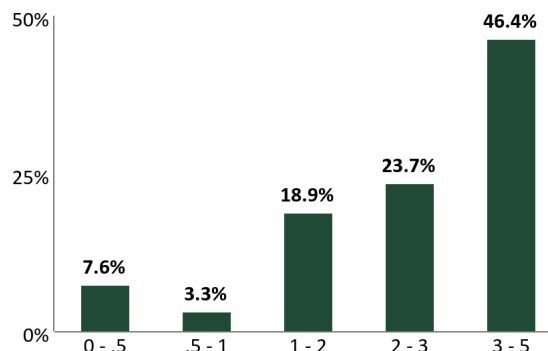
Top Issuers

United States	44.29%
Federal Home Loan Banks	8.75%
FHLMC	6.72%
Farm Credit System	4.62%
Inter-American Development Bank	2.61%
Apple Inc.	1.77%
International Finance Corp	1.69%
FNMA	1.66%

Sector Allocation



Maturity Distribution



Credit Quality



AAA 75.2% AA 12.4% A 12.5%

*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of National City	(0.70%)	(0.87%)	(0.48%)	1.99%	1.62%	(0.38%)	0.89%	1.03%	0.95%
Benchmark Return*	(0.75%)	(1.11%)	(0.76%)	1.26%	1.07%	(0.82%)	0.57%	0.79%	0.74%

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

Execution Time: 05/02/2024 11:18:14 AM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747

STATEMENT OF COMPLIANCE



City of National City | Account | As of April 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	2.5	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A by 2, A-1 by 2)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	26.6	Compliant	
Max % Issuer (MV)	5.0	1.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				

STATEMENT OF COMPLIANCE



City of National City | Account | As of April 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	100.0	17.9	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.5	Compliant	
Max % Issuer (MV)	20.0	0.5	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 2)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A by 2, A-1 by 2 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.3	Compliant	
Max % Issuer (MV)	10.0	2.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	44.2	Compliant	

STATEMENT OF COMPLIANCE



City of National City | Account | As of April 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY



City of National City | Account | As of April 30, 2024

Maturities / Calls

Month to Date	0.00
Fiscal Year to Date	(2,665,000.00)

Principal Paydowns

Month to Date	(45,733.48)
Fiscal Year to Date	(763,310.41)

Purchases

Month to Date	792,806.05
Fiscal Year to Date	16,496,311.37

Sales

Month to Date	(665,065.51)
Fiscal Year to Date	(12,391,700.21)

Interest Received

Month to Date	86,729.18
Fiscal Year to Date	721,283.21

Purchased / Sold Interest

Month to Date	(2,085.04)
Fiscal Year to Date	(16,462.48)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	38,174,295.74	37,732,951.71
Maturities/Calls	0.00	(2,665,000.00)
Principal Paydowns	(45,733.48)	(763,310.41)
Purchases	792,806.05	16,496,311.37
Sales	(665,065.51)	(12,391,700.21)
Change in Cash, Payables, Receivables	(48,708.58)	2,542.12
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	7.44	(204,192.91)
Ending Book Value	38,207,601.67	38,207,601.67

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	36,956,303.46	35,694,797.82
Maturities/Calls	0.00	(2,665,000.00)
Principal Paydowns	(45,733.48)	(763,310.41)
Purchases	792,806.05	16,496,311.37
Sales	(665,065.51)	(12,391,700.21)
Change in Cash, Payables, Receivables	(48,708.58)	2,542.12
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	(348,063.33)	472,098.28
Realized Gain (Loss)	7.44	(204,192.91)
Ending Market Value	36,641,546.06	36,641,546.06

TRANSACTION LEDGER



City of National City | Account | As of April 30, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/01/2024	60934N807	49,968.76	FEDERATED HRMS GV O SVC	1.000	4.96%	(49,968.76)	0.00	(49,968.76)	0.00
Purchase	04/02/2024	60934N807	1,676.66	FEDERATED HRMS GV O SVC	1.000	4.96%	(1,676.66)	0.00	(1,676.66)	0.00
Purchase	04/15/2024	60934N807	37,272.64	FEDERATED HRMS GV O SVC	1.000	4.95%	(37,272.64)	0.00	(37,272.64)	0.00
Purchase	04/15/2024	60934N807	6,044.76	FEDERATED HRMS GV O SVC	1.000	4.95%	(6,044.76)	0.00	(6,044.76)	0.00
Purchase	04/16/2024	60934N807	2,064.00	FEDERATED HRMS GV O SVC	1.000	4.95%	(2,064.00)	0.00	(2,064.00)	0.00
Purchase	04/22/2024	60934N807	5,823.76	FEDERATED HRMS GV O SVC	1.000	4.96%	(5,823.76)	0.00	(5,823.76)	0.00
Purchase	04/22/2024	60934N807	48.98	FEDERATED HRMS GV O SVC	1.000	4.96%	(48.98)	0.00	(48.98)	0.00
Purchase	04/25/2024	91282CKG5	500,000.00	UNITED STATES TREASURY 4.125 03/31/2029	97.645	4.66%	(488,222.66)	(1,408.81)	(489,631.47)	0.00
Purchase	04/25/2024	60934N807	6,488.52	FEDERATED HRMS GV O SVC	1.000	4.96%	(6,488.52)	0.00	(6,488.52)	0.00
Purchase	04/30/2024	91282CKG5	200,000.00	UNITED STATES TREASURY 4.125 03/31/2029	97.598	4.68%	(195,195.31)	(676.23)	(195,871.54)	0.00
Total Purchase			809,388.08				(792,806.05)	(2,085.04)	(794,891.09)	0.00
TOTAL ACQUISITIONS			809,388.08				(792,806.05)	(2,085.04)	(794,891.09)	0.00
DISPOSITIONS										
Sale	04/25/2024	60934N807	(489,631.47)	FEDERATED HRMS GV O SVC	1.000	4.96%	489,631.47	0.00	489,631.47	0.00
Sale	04/30/2024	60934N807	(55,202.27)	FEDERATED HRMS GV O SVC	1.000	4.97%	55,202.27	0.00	55,202.27	0.00
Sale	04/30/2024	60934N807	(120,231.77)	FEDERATED HRMS GV O SVC	1.000	4.97%	120,231.77	0.00	120,231.77	0.00
Total Sale			(665,065.51)				665,065.51	0.00	665,065.51	0.00
TOTAL DISPOSITIONS			(665,065.51)				665,065.51	0.00	665,065.51	0.00
OTHER TRANSACTIONS										
Cash Transfer	04/22/2024	CCYUSD	(2,637.08)	Cash		0.00%	(2,637.08)	0.00	(2,637.08)	0.00
Total Cash Transfer			(2,637.08)				(2,637.08)	0.00	(2,637.08)	0.00
Coupon	04/01/2024	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.60%	530.42	0.00	530.42	0.00
Coupon	04/01/2024	3137FGZT5	0.00	FHMS K-079 A2 3.926 06/25/2028		4.60%	981.50	0.00	981.50	0.00

TRANSACTION LEDGER



City of National City | Account | As of April 30, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	04/01/2024	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.27%	2,310.00	0.00	2,310.00	0.00
Coupon	04/01/2024	3137H4BY5	0.00	FHMS K-746 A2 2.031 09/25/2028		5.22%	541.60	0.00	541.60	0.00
Coupon	04/13/2024	023135CF1	0.00	AMAZON.COM INC 3.3 04/13/2027		3.35%	3,382.50	0.00	3,382.50	0.00
Coupon	04/15/2024	89240BAC2	0.00	TAOT 2021-A A3 0.26 05/15/2025		0.26%	4.43	0.00	4.43	0.00
Coupon	04/15/2024	47788UAC6	0.00	JDOT 2021 A3 0.36 09/15/2025		0.36%	6.24	0.00	6.24	0.00
Coupon	04/15/2024	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.52%	26.21	0.00	26.21	0.00
Coupon	04/15/2024	43815BAC4	0.00	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	242.44	0.00	242.44	0.00
Coupon	04/15/2024	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.33%	201.36	0.00	201.36	0.00
Coupon	04/15/2024	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.74%	483.08	0.00	483.08	0.00
Coupon	04/15/2024	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.17%	1,698.50	0.00	1,698.50	0.00
Coupon	04/16/2024	45950KCR9	0.00	INTERNATIONAL FINANCE CORP 1.375 10/16/2024		0.54%	2,064.00	0.00	2,064.00	0.00
Coupon	04/21/2024	43813GAC5	0.00	HAROT 2021-1 A3 0.27 04/21/2025		0.27%	1.17	0.00	1.17	0.00
Coupon	04/21/2024	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	47.81	0.00	47.81	0.00
Coupon	04/25/2024	06406RAX5	0.00	BANK OF NEW YORK MELLON CORP 0.85 10/25/2024		1.18%	2,125.00	0.00	2,125.00	0.00
Coupon	04/30/2024	91282CHA2	0.00	UNITED STATES TREASURY 3.5 04/30/2028		4.18%	14,000.00	0.00	14,000.00	0.00
Coupon	04/30/2024	91282CAT8	0.00	UNITED STATES TREASURY 0.25 10/31/2025		1.07%	812.50	0.00	812.50	0.00
Coupon	04/30/2024	91282CDG3	0.00	UNITED STATES TREASURY 1.125 10/31/2026		1.22%	5,625.00	0.00	5,625.00	0.00
Total Coupon			0.00				35,083.76	0.00	35,083.76	0.00

TRANSACTION LEDGER



City of National City | Account | As of April 30, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Principal Paydown	04/15/2024	89240BAC2	9,220.66	TAOT 2021-A A3 0.26 05/15/2025		0.26%	9,220.66	--	9,220.66	1.71
Principal Paydown	04/15/2024	47788UAC6	3,219.67	JDOT 2021 A3 0.36 09/15/2025		0.36%	3,219.67	--	3,219.67	0.62
Principal Paydown	04/15/2024	47789QAC4	6,348.03	JDOT 2021-B A3 0.52 03/16/2026		0.52%	6,348.03	--	6,348.03	0.57
Principal Paydown	04/15/2024	43815BAC4	11,671.94	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	11,671.94	--	11,671.94	1.76
Principal Paydown	04/15/2024	47787JAC2	6,812.34	JDOT 2022 A3 0.36 09/15/2026		2.33%	6,812.34	--	6,812.34	1.50
Principal Paydown	04/21/2024	43813GAC5	2,585.74	HAROT 2021-1 A3 0.27 04/21/2025		0.27%	2,585.74	--	2,585.74	0.05
Principal Paydown	04/21/2024	43815GAC3	5,875.10	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	5,875.10	--	5,875.10	1.24
Total Principal Paydown			45,733.48				45,733.48	--	45,733.48	7.44
TOTAL OTHER TRANSACTIONS			43,096.40				78,180.16	0.00	78,180.16	7.44

IMPORTANT DISCLOSURES



City of National City | Account | As of April 30, 2024

Chandler Asset Management, Inc. (“Chandler”) is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody’s and Fitch respectively.

BENCHMARK INDEX & DISCLOSURES



City of National City | Account | As of April 30, 2024

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



AGENDA REPORT

Department: Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Investment transactions for the month ended May 31, 2024.

RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended May 31, 2024.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending May 31, 2024.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$839,157.12 and dispositions of \$703,945.82.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Investment Transaction Ledger 2024-0531

MONTHLY ACCOUNT STATEMENT

City of National City | Account | As of May 31, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

PORTFOLIO SUMMARY



City of National City | Account | As of May 31, 2024

Portfolio Characteristics

Average Modified Duration	2.51
Average Coupon	2.86%
Average Purchase YTM	2.94%
Average Market YTM	4.92%
Average Quality	AA
Average Final Maturity	2.81
Average Life	2.77

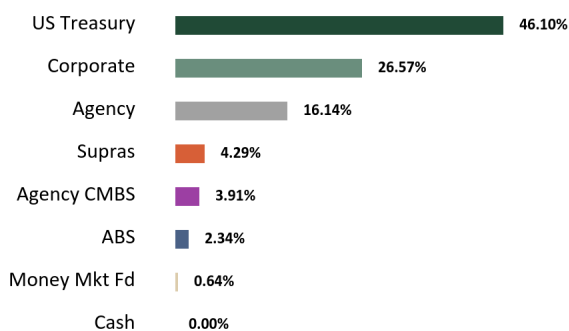
Account Summary

	Beg. Values as of 05/01/2024	End Values as of 05/31/2024
Market Value	36,641,546.06	36,961,827.00
Accrued Interest	228,509.46	241,599.57
Total Market Value	36,870,055.52	37,203,426.57
Income Earned	136,967.17	91,446.93
Cont/WD	(2,637.08)	(2,633.42)
Par	38,328,893.96	38,387,361.44
Book Value	38,207,601.67	38,269,422.82
Cost Value	38,207,601.67	38,269,422.82

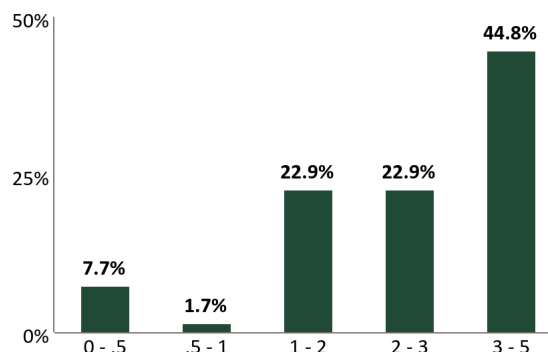
Top Issuers

United States	46.10%
Federal Home Loan Banks	8.73%
FHLMC	6.70%
Farm Credit System	4.61%
Inter-American Development Bank	2.60%
Apple Inc.	1.76%
International Finance Corp	1.69%
State Street Corporation	1.48%

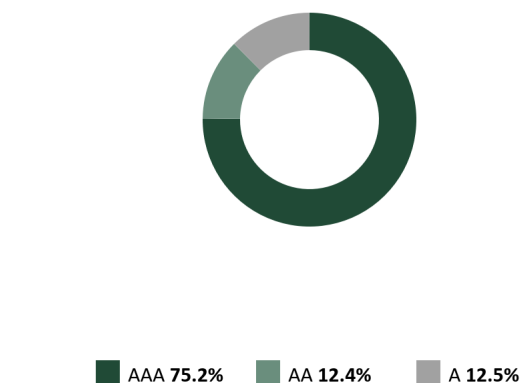
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of National City	0.91%	0.65%	0.42%	3.29%	1.81%	(0.11%)	0.93%	1.10%	1.02%
Benchmark Return*	0.88%	0.48%	0.12%	2.70%	1.20%	(0.56%)	0.61%	0.86%	0.81%

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark: The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

Execution Time: 06/04/2024 11:22:18 PM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747

STATEMENT OF COMPLIANCE



City of National City | Account | As of May 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	2.3	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A by 2, A-1 by 2)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	26.6	Compliant	
Max % Issuer (MV)	5.0	1.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				

STATEMENT OF COMPLIANCE



City of National City | Account | As of May 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	100.0	16.2	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.6	Compliant	
Max % Issuer (MV)	20.0	0.6	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 2)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A by 2, A-1 by 2 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.3	Compliant	
Max % Issuer (MV)	10.0	2.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	46.0	Compliant	

STATEMENT OF COMPLIANCE



City of National City | Account | As of May 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY



City of National City | Account | As of May 31, 2024

Maturities / Calls

Month to Date	0.00
Fiscal Year to Date	(2,665,000.00)

Principal Paydowns

Month to Date	(60,942.69)
Fiscal Year to Date	(824,253.10)

Purchases

Month to Date	836,605.83
Fiscal Year to Date	17,332,917.20

Sales

Month to Date	(699,939.74)
Fiscal Year to Date	(13,091,639.95)

Interest Received

Month to Date	76,902.03
Fiscal Year to Date	798,185.24

Purchased / Sold Interest

Month to Date	1,454.79
Fiscal Year to Date	(15,007.69)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	38,207,601.67	37,732,951.71
Maturities/Calls	0.00	(2,665,000.00)
Principal Paydowns	(60,942.69)	(824,253.10)
Purchases	836,605.83	17,332,917.20
Sales	(699,939.74)	(13,091,639.95)
Change in Cash, Payables, Receivables	(1,930.15)	611.97
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	(11,972.10)	(216,165.01)
Ending Book Value	38,269,422.82	38,269,422.82

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	36,641,546.06	35,694,797.82
Maturities/Calls	0.00	(2,665,000.00)
Principal Paydowns	(60,942.69)	(824,253.10)
Purchases	836,605.83	17,332,917.20
Sales	(699,939.74)	(13,091,639.95)
Change in Cash, Payables, Receivables	(1,930.15)	611.97
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	258,459.80	730,558.08
Realized Gain (Loss)	(11,972.10)	(216,165.01)
Ending Market Value	36,961,827.00	36,961,827.00

TRANSACTION LEDGER



City of National City | Account | As of May 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest	Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS											
Purchase	05/02/2024	60934N807	2,936.83	FEDERATED HRMS GV O SVC	1.000	4.96%	(2,936.83)	0.00		(2,936.83)	0.00
Purchase	05/10/2024	60934N807	10,000.00	FEDERATED HRMS GV O SVC	1.000	4.96%	(10,000.00)	0.00		(10,000.00)	0.00
Purchase	05/13/2024	60934N807	10,175.00	FEDERATED HRMS GV O SVC	1.000	4.96%	(10,175.00)	0.00		(10,175.00)	0.00
Purchase	05/15/2024	60934N807	50,078.44	FEDERATED HRMS GV O SVC	1.000	4.96%	(50,078.44)	0.00		(50,078.44)	0.00
Purchase	05/15/2024	60934N807	13,625.08	FEDERATED HRMS GV O SVC	1.000	4.96%	(13,625.08)	0.00		(13,625.08)	0.00
Purchase	05/17/2024	60934N807	2,126.25	FEDERATED HRMS GV O SVC	1.000	4.96%	(2,126.25)	0.00		(2,126.25)	0.00
Purchase	05/21/2024	60934N807	44.10	FEDERATED HRMS GV O SVC	1.000	4.96%	(44.10)	0.00		(44.10)	0.00
Purchase	05/21/2024	60934N807	8,230.83	FEDERATED HRMS GV O SVC	1.000	4.96%	(8,230.83)	0.00		(8,230.83)	0.00
Purchase	05/28/2024	60934N807	4,363.52	FEDERATED HRMS GV O SVC	1.000	4.97%	(4,363.52)	0.00		(4,363.52)	0.00
Purchase	05/29/2024	91282CKP5	700,000.00	UNITED STATES TREASURY 4.625 04/30/2029	100.199	4.58%	(701,394.53)	(2,551.29)		(703,945.82)	0.00
Purchase	05/31/2024	60934N807	33,631.25	FEDERATED HRMS GV O SVC	1.000	4.98%	(33,631.25)	0.00		(33,631.25)	0.00
Total Purchase			835,211.30				(836,605.83)	(2,551.29)		(839,157.12)	0.00
TOTAL ACQUISITIONS			835,211.30				(836,605.83)	(2,551.29)		(839,157.12)	0.00
DISPOSITIONS											
Sale	05/29/2024	3135G0X24	(625,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025	97.771	1.69%	611,068.75	(4,006.08)		615,074.83	(11,981.25)
Sale	05/29/2024	60934N807	(58,309.27)	FEDERATED HRMS GV O SVC	1.000	4.97%	58,309.27	0.00		58,309.27	0.00

TRANSACTION LEDGER



City of National City | Account | As of May 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	05/29/2024	60934N807	(30,561.72)	FEDERATED HRMS GV O SVC	1.000	4.97%	30,561.72	0.00	30,561.72	0.00
Total Sale			(713,870.99)				699,939.74	(4,006.08)	703,945.82	(11,981.25)
TOTAL DISPOSITIONS			(713,870.99)				699,939.74	(4,006.08)	703,945.82	(11,981.25)
OTHER										
Cash Transfer	05/15/2024	CCYUSD	(2,633.42)	Cash		0.00%	(2,633.42)	0.00	(2,633.42)	0.00
Total Cash Transfer			(2,633.42)				(2,633.42)	0.00	(2,633.42)	0.00
Coupon	05/01/2024	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.60%	530.42	0.00	530.42	0.00
Coupon	05/01/2024	3137FGZT5	0.00	FHMS K-079 A2 3.926 06/25/2028		4.60%	981.50	0.00	981.50	0.00
Coupon	05/01/2024	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.27%	2,310.00	0.00	2,310.00	0.00
Coupon	05/01/2024	3137H4BY5	0.00	FHMS K-746 A2 2.031 09/25/2028		5.22%	541.60	0.00	541.60	0.00
Coupon	05/10/2024	665859AW4	0.00	NORTHERN TRUST CORP 4.0 05/10/2027		4.70%	10,000.00	0.00	10,000.00	0.00
Coupon	05/13/2024	3133EPC45	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		4.46%	10,175.00	0.00	10,175.00	0.00
Coupon	05/15/2024	89240BAC2	0.00	TAOT 2021-A A3 0.26 05/15/2025		0.26%	2.43	0.00	2.43	0.00
Coupon	05/15/2024	47788UAC6	0.00	JDOT 2021 A3 0.36 09/15/2025		0.36%	5.28	0.00	5.28	0.00
Coupon	05/15/2024	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.52%	23.45	0.00	23.45	0.00
Coupon	05/15/2024	43815BAC4	0.00	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	224.15	0.00	224.15	0.00
Coupon	05/15/2024	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.33%	188.19	0.00	188.19	0.00

TRANSACTION LEDGER



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	05/15/2024	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.74%	483.08	0.00	483.08	0.00
Coupon	05/15/2024	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.17%	1,698.50	0.00	1,698.50	0.00
Coupon	05/15/2024	912828R36	0.00	UNITED STATES TREASURY 1.625 05/15/2026		1.12%	8,125.00	0.00	8,125.00	0.00
Coupon	05/15/2024	91324PEC2	0.00	UNITEDHEALTH GROUP INC 1.15 05/15/2026		1.61%	2,875.00	0.00	2,875.00	0.00
Coupon	05/17/2024	58933YBH7	0.00	MERCK & CO INC 4.05 05/17/2028		4.07%	2,126.25	0.00	2,126.25	0.00
Coupon	05/21/2024	43813GAC5	0.00	HAROT 2021-1 A3 0.27 04/21/2025		0.27%	0.59	0.00	0.59	0.00
Coupon	05/21/2024	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	43.51	0.00	43.51	0.00
Coupon	05/31/2024	91282CAZ4	0.00	UNITED STATES TREASURY 0.375 11/30/2025		0.99%	1,500.00	0.00	1,500.00	0.00
Coupon	05/31/2024	91282CDK4	0.00	UNITED STATES TREASURY 1.25 11/30/2026		1.22%	6,250.00	0.00	6,250.00	0.00
Coupon	05/31/2024	91282CET4	0.00	UNITED STATES TREASURY 2.625 05/31/2027		3.38%	11,156.25	0.00	11,156.25	0.00
Coupon	05/31/2024	91282CFZ9	0.00	UNITED STATES TREASURY 3.875 11/30/2027		3.96%	14,725.00	0.00	14,725.00	0.00
Total Coupon			0.00				73,965.20	0.00	73,965.20	0.00
Principal Paydown	05/15/2024	89240BAC2	8,891.73	TAOT 2021-A A3 0.26 05/15/2025		0.26%	8,891.73	--	8,891.73	1.65
Principal Paydown	05/15/2024	47788UAC6	4,341.42	JDOT 2021 A3 0.36 09/15/2025		0.36%	4,341.42	--	4,341.42	0.84
Principal Paydown	05/15/2024	47789QAC4	8,990.35	JDOT 2021-B A3 0.52 03/16/2026		0.52%	8,990.35	--	8,990.35	0.81
Principal Paydown	05/15/2024	43815BAC4	11,235.23	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	11,235.23	--	11,235.23	1.69
Principal Paydown	05/15/2024	47787JAC2	8,408.85	JDOT 2022 A3 0.36 09/15/2026		2.33%	8,408.85	--	8,408.85	1.86

TRANSACTION LEDGER



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Principal Paydown	05/15/2024	47800AAC4	10,844.28	JDOT 2022-B A3 3.74 02/16/2027		3.74%	10,844.28	--	10,844.28	1.04
Principal Paydown	05/21/2024	43813GAC5	2,473.23	HAROT 2021-1 A3 0.27 04/21/2025		0.27%	2,473.23	--	2,473.23	0.05
Principal Paydown	05/21/2024	43815GAC3	5,757.60	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	5,757.60	--	5,757.60	1.21
Total Principal Paydown			60,942.69				60,942.69	--	60,942.69	9.15
TOTAL OTHER TRANSACTIONS			58,309.27				132,274.47	0.00	132,274.47	9.15

IMPORTANT DISCLOSURES



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Chandler Asset Management, Inc. (“Chandler”) is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody’s and Fitch respectively.

BENCHMARK INDEX & DISCLOSURES



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Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #1 for the period of 6/28/24 through 7/4/24 in the amount of \$1,958,635.66

RECOMMENDATION:

Ratify Warrants Totaling \$1,958,635.66

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 6/28/24 – 7/4/24. 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>
Anser Advisory Management	370132	96,150.98	NTP-Continued Grant Support
SDG&E	370168	71,595.47	Gas & Electric Utilities – PW/ENG

FINANCIAL STATEMENT:

Warrant total \$1,958,635.66

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 – Warrant Register No. 1



**WARRANT REGISTER # 1
7/4/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
GONZALEZ, DANIEL	REIMBURSEMENT FOR TRAVEL EXPENSE - ALBUQUE	370147	7/3/24	334.28
MORRISON, RONALD	NARC ANNUAL CONFERENCE PRC #T3246	370158	7/3/24	1,374.71
T'S & SIGNS INC	VICE MAYOR DITAS YAMANE - EMBROIDERY JACKET	370177	7/3/24	13.05
	Total for Department			1,722.04
<u>Building/Planning</u>				
ACE UNIFORMS & ACCES	BUILDING SHIRTS	370126	7/3/24	198.26
BLITZZ, INC.	REMOTE BUILDING INSPECTIONS	370134	7/3/24	400.00
BLITZZ, INC.	REMOTE BUILDING INSPECTIONS	370134	7/3/24	400.00
	Total for Department			998.26
<u>CAO</u>				
CIVICA LAW GROUP APC	CIVICA LEGAL SERVICES FOR CODE ENFORC	370139	7/3/24	3,978.23
SCHULTZ, BARRY	REIMBURSEMENT FOR TRAINING MEALS/ SCHULTZ	370199	7/3/24	49.45
	Total for Department			4,027.68
<u>City Clerk</u>				
CORODATA RECORDS	OFF SITE RECORD STORAGE	370142	7/3/24	55.65
STAPLES BUSINESS ADV	STAPLES OFFICE SUPPLIES - MOP 45704	370172	7/3/24	143.92
STAPLES BUSINESS ADV	OFFICE SUPPLIES - MOP 45704	370172	7/3/24	9.56
STAPLES BUSINESS ADV	CREDIT - OFFICE SUPPLIES - MOP 45704	370172	7/3/24	-86.85
STAPLES BUSINESS ADV	OFFICE SUPPLIES - MOP 45704	370172	7/3/24	48.93
TRANS-LANG	TRANSLATION SERVICES - CITY COUNCIL MEETINGS	370201	7/3/24	1,195.00
TRANS-LANG	TRANSLATION SERVICES - CITY COUNCIL MEETING	370201	7/3/24	630.00
TRANS-LANG	TRANSLATION SERVICES - CITY COUNCIL MEETINGS	370201	7/3/24	560.00
	Total for Department			2,556.21
<u>CMO</u>				
MCGHEE, JOANNE	REIMBURSEMENT - NEIGHBORHOOD COUNCIL BREA	370157	7/3/24	132.46
	Total for Department			132.46
<u>Community Services/Nutrition/Library</u>				
AED BRANDS, LLC	CAMACHO REC CENTER CARDIAC SCIENCE G5 AED E	370127	7/3/24	385.35
AIR EXHAUST CORP CO	KITCHEN EXHAUST CLEANING SERVICE	370128	7/3/24	72.00
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370129	7/3/24	1,765.68
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370129	7/3/24	1,879.62
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370129	7/3/24	655.01
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370129	7/3/24	693.87



WARRANT REGISTER # 1
7/4/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370129	7/3/24	1,225.72
ALDEMCO	CONSUMABLES AS NEEDED FOR NUTRITION CENTER	370129	7/3/24	217.46
ALDEMCO	CONSUMABLES AS NEEDED FOR NUTRITION CENTER	370129	7/3/24	464.26
ALL FRESH PRODUCTS	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370130	7/3/24	388.68
ALL FRESH PRODUCTS	FOOD AS NEEDED FOR NUTRITION CENTER FOR	370130	7/3/24	1,083.88
COZZINI BROS., INC.	KNIFE/DELI SLICER/CAN OPENER SHARPENING	370144	7/3/24	64.17
DEMCO INC	PETE THE CAT CARPET 10'9"W X 7'8" D	370145	7/3/24	587.73
HOME DEPOT CREDIT SE	LUNCH AT THE LIBRARY- SALSA GARDEN PROJECT	370152	7/3/24	300.99
OTC BRANDS INC	ORIENTAL TRADING SUPPLIES/FLEET SCIENCE	370161	7/3/24	634.00
PRO BUILD COMPANY	MOP 45707 SUP FOR CS DAY/CSD	370162	7/3/24	469.90
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	370164	7/3/24	437.69
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	370164	7/3/24	148.36
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	370169	7/3/24	1,221.10
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	370169	7/3/24	108.31
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	370169	7/3/24	310.98
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	370169	7/3/24	286.36
STAPLES BUSINESS ADV	MOP 45704 - CASA DE SALUD RECREATION SUPPLIES	370172	7/3/24	499.51
STAPLES BUSINESS ADV	MOP 45704 CAMACHO REC SUPPLIES USB CORDS	370172	7/3/24	21.41
STAPLES BUSINESS ADV	MOP 45704 - CASA DE SALUD ESPORTS CHAIRS	370172	7/3/24	424.09
SYSCO SAN DIEGO INC	FOOD AS NEEDED FOR NUTRITION CTR. FY24	370176	7/3/24	4,496.80
SYSCO SAN DIEGO INC	FOOD AS NEEDED FOR NUTRITION CTR. FY24	370176	7/3/24	4,547.91
SYSCO SAN DIEGO INC	FOOD AS NEEDED FOR NUTRITION CTR. FY24	370176	7/3/24	5,540.66
SYSCO SAN DIEGO INC	CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY	370176	7/3/24	229.39
SYSCO SAN DIEGO INC	COMSUMABLES AS NEEDED FOR NUTRITION CTR. FY	370176	7/3/24	316.78
SYSCO SAN DIEGO INC	CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY	370176	7/3/24	364.12
T'S & SIGNS INC	CASA DE SALUD ESPORTS GAMING DESK DIVIDERS	370178	7/3/24	462.19
T'S & SIGNS INC	YOUTH ESPORTS MEDALS AND T-SHIRTS	370178	7/3/24	989.63
T'S & SIGNS INC	COMM SRVC STAFF T-SHIRTS AND HOODIES	370178	7/3/24	1,353.66
T'S & SIGNS INC	CASA DE SALUD VINYL WINDOWS INSIDE	370178	7/3/24	1,468.13
FELIX, JESSICA SARAH	2024 MISS NATIONAL CITY	370187	7/3/24	1,826.00
IGNACIO AND BEATRIZ	GOLF COURSE LEASE PAYMENT 2024	370189	7/3/24	2,000.00
LOPEZ ORTEGA, MELANI	2023 MISS NATIONAL CITY STEPPING OUT COURT	370191	7/3/24	954.50
VERA, CARMEN	MISS NATIONAL CITY 2024 SECOND PLACE	370202	7/3/24	1,369.50
SCHALCHLIN, SHERRI N	MISS NAT CITY FLOWER AGGRANGEMENTS	370288	7/3/24	474.15

Total for Department 40,739.55

Engineering / PW's

ANSER ADVISORY MANAG	NTP 5-5-21- SWEETWATER RD PROTECTED	370131	7/3/24	612.00
ANSER ADVISORY MANAG	NTP-CONTINUED GRANT SUPPORT	370132	7/3/24	96,150.98
CAL PACIFIC TRUCK CE	DEF HOSE FOR FIRE VEH #180 FY24-PW/EQM	370135	7/3/24	638.36
CAL PACIFIC TRUCK CE	DEF HOSE FOR FIRE VEH #180 FY24-PW/EQM	370135	7/3/24	-442.95
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	370137	7/3/24	93.75
CIRCUIT TRANSIT INC	SPECIALIZED SERVICES FOR CLEAN MOBILITY	370138	7/3/24	25,538.19
CLEAN HARBORS ENVIRO	FOR HOUSEHOLD HAZARDOUS WASTE FOR MAY 202.	370140	7/3/24	1,015.36



WARRANT REGISTER # 1
7/4/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	370143	7/3/24	405.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	370143	7/3/24	190.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	370143	7/3/24	160.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	370143	7/3/24	405.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	370143	7/3/24	160.00
COSCO FIRE PROTECTIO	FIRE SERVICE INSPECTIONS FY24-PW/FAC	370143	7/3/24	160.00
GEOSYNTEC CONSULTANT	AS-NEEDED BIOHAZARDOUS CLEANUP RESPONSE	370146	7/3/24	10,012.99
GEOSYNTEC CONSULTANT	AS-NEEDED BIOHAZARDOUS CLEANUP RESPONSE	370146	7/3/24	3,370.25
GEOSYNTEC CONSULTANT	ON-CALL PROJECT SUPPORT SERVICES CIP~	370146	7/3/24	2,248.50
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	322.17
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	324.21
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	18.19
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	19.76
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	79.78
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	324.21
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	12.28
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	55.73
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	192.79
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	330.21
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370148	7/3/24	36.83
GRAINGER	COMMERCIAL GAS WATER HEATER FY24-PW/FAC	370149	7/3/24	6,074.83
GRAINGER	WATER HEATER FOR MLK CREDIT FY24-PW/FAC	370149	7/3/24	-5,850.86
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	370152	7/3/24	128.65
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	370152	7/3/24	81.50
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	370152	7/3/24	162.95
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	370152	7/3/24	70.36
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FAC	370152	7/3/24	842.66
INNOVATIVE CONSTRUCT	ROOSEVELT AVE CORRIDOR SMART GROWTH	370153	7/3/24	157.00
INNOVATIVE CONSTRUCT	ROOSEVELT AVE CORRIDOR SMART GROWTH	370153	7/3/24	157.00
JKL CLEANING SYSTEMS	RETROFIT PRESSURE WASHER FY24-PW/EQM	370154	7/3/24	1,396.60
KIMLEY HORN AND	NTP - CITYWIDE BICYCLE WAYFINDING PROJECT	370155	7/3/24	3,274.40
KIMLEY HORN AND	NTP - CITYWIDE BICYCLE WAYFINDING PROJECT	370155	7/3/24	1,174.17
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370162	7/3/24	132.85
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370162	7/3/24	100.34
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370162	7/3/24	66.63
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370162	7/3/24	81.35
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- FACILITIES FY24	370162	7/3/24	265.67
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FACILITIES FY24	370162	7/3/24	97.70
PRO BUILD COMPANY	GENERAL PARK SUPPLIES FY24-PW/PARKS	370162	7/3/24	548.00
PROJECT PROFESSIONAL	CIP 19-11 PARADISE CREEK WATER QUALITY PH II	370163	7/3/24	16,376.50
PROJECT PROFESSIONAL	CIP 23-06 LAS PALMAS PARK DOG PARK	370163	7/3/24	1,082.00
PROJECT PROFESSIONAL	CIP 23-06 KIMBALL PARK DOG PARK & TOT LOT	370163	7/3/24	7,974.00
PROJECT PROFESSIONAL	PROFESSIONAL SERVICES FOR LAS PALMAS	370163	7/3/24	1,648.00
PROJECT PROFESSIONAL	CIP 22-19 SB 1 STREET RESURFACING	370163	7/3/24	1,320.25
PROJECT PROFESSIONAL	CIP 20-01 P-1 SEWER UPSIZING PHASE II	370163	7/3/24	2,751.25



WARRANT REGISTER # 1
7/4/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PROJECT PROFESSIONAL	CIP 23-06 KIMBALL PARK DOG PARK & TOT LOT	370163	7/3/24	10,729.80
PROJECT PROFESSIONAL	CIP 23-06 LAS PALMAS PARK DOG PARK	370163	7/3/24	8,938.20
PROJECT PROFESSIONAL	CIP 23-06 KIMBALL PARK DOG PARK & TOT LOT	370163	7/3/24	8,021.74
PROJECT PROFESSIONAL	CIP 23-06 LAS PALMAS PARK DOG PARK	370163	7/3/24	3,551.56
PROJECT PROFESSIONAL	CIP 23-06 LAS PALMAS PARK DOG PARK	370163	7/3/24	9,057.20
PROJECT PROFESSIONAL	CIP 20-04 PD GENERATOR & ELECTRICAL UPGRADES	370163	7/3/24	1,663.50
PROJECT PROFESSIONAL	CIP 20-05 PD PISTOL RANGE SAFETY ENHANCEMNT	370163	7/3/24	9,955.25
PROJECT PROFESSIONAL	NTP- STORM - LAS PALMAS GOLF COURSE STORM DI	370163	7/3/24	3,307.00
PROJECT PROFESSIONAL	SOLID WASTE ADMIN	370163	7/3/24	1,590.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS JUN FY:	370167	7/3/24	50.64
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS JUN FY:	370167	7/3/24	52.55
SDG&E	GAS AND ELECTRIC FOR FACILITIES JUN FY24-PW/FA	370168	7/3/24	71,595.47
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~	370173	7/3/24	14,040.00
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~	370173	7/3/24	2,380.00
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~	370173	7/3/24	7,525.00
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	1,164.28
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	1,615.86
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	27.70
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	89.39
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	45.56
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	116.35
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	261.12
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	27.70
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION APR-JUN FY24-PW	370174	7/3/24	291.59
SWRCB	NPDES STORM WATER APPLICATION PERMIT REG FE	370175	7/3/24	548.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/FAC	370180	7/3/24	348.42
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	370180	7/3/24	483.94
WAXIE SANITARY SUPPL	MISC JANITORIAL SUPPLIES FY24-PW/FAC	370181	7/3/24	814.42
WILLY'S ELECTRONIC S	MOP 68834 ELECTRIC SUPPLIES FY24-PW/FAC	370182	7/3/24	94.76
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY24-PW/FAC	370182	7/3/24	4.06
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY24-PW/FAC	370182	7/3/24	141.01
BMW MOTORCYCLES OF E	SERVICE 2 PD MOTORCYCLES FY24-PW/EQM	370184	7/3/24	309.88
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	370185	7/3/24	700.00
HDR ENGINEERING, INC	ON-CALL PROJECT SUPPORT SERVICES FOR	370188	7/3/24	17,033.00
LEIGHTON CONSULTING	NTP - EASTSIDE I-805 COMMUNITY GREENBELT PROJ	370190	7/3/24	7,724.24
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES FY24-PW/PARKS	370192	7/3/24	55.77
NERI LANDSCAPE ARCHI	CAMACHO GYM RESTROOMS - ADA	370193	7/3/24	6,251.75
NV5 INC	ON-CALL PROJECT SUPPORT SERVICES~	370194	7/3/24	339.90
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/STREETS	370197	7/3/24	154.35
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/SEWER	370197	7/3/24	45.99
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER APR-MAY FY24-PW/A	370200	7/3/24	127.91



WARRANT REGISTER # 1
7/4/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
			Total for Department	374,004.49
Finance				
HINDERLITER DE LLAMA	CONTRACT SVCS SALES TAX /AUDIT APRIL -JUNE 20:	370151	7/3/24	2,751.65
BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - JULY 2024	370203	7/3/24	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - JULY 2024	370204	7/3/24	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - JULY 2024	370205	7/3/24	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - JULY 2024	370206	7/3/24	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - JULY 2024	370207	7/3/24	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - JULY 2024	370208	7/3/24	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - JULY 2024	370209	7/3/24	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - JULY 2024	370210	7/3/24	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - JULY 2024	370211	7/3/24	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - JULY 2024	370212	7/3/24	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - JULY 2024	370213	7/3/24	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - JULY 2024	370214	7/3/24	165.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - JULY 2024	370215	7/3/24	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - JULY 2024	370216	7/3/24	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - JULY 2024	370217	7/3/24	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - JULY 2024	370218	7/3/24	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - JULY 2024	370219	7/3/24	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - JULY 2024	370220	7/3/24	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - JULY 2024	370221	7/3/24	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - JULY 2024	370222	7/3/24	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - JULY 2024	370223	7/3/24	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - JULY 2024	370224	7/3/24	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - JULY 2024	370225	7/3/24	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - JULY 2024	370226	7/3/24	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - JULY 2024	370227	7/3/24	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - JULY 2024	370228	7/3/24	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - JULY 2024	370229	7/3/24	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - JULY 2024	370230	7/3/24	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - JULY 2024	370231	7/3/24	700.00
GIBBS JR, ROBERT	RETIREE HEALTH BENEFITS - JULY 2024	370232	7/3/24	120.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - JULY 2024	370233	7/3/24	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - JULY 2024	370234	7/3/24	680.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - JULY 2024	370235	7/3/24	500.00
HERNANDEZ, GUADALUPE	RETIREE HEALTH BENEFITS - JULY 2024	370236	7/3/24	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - JULY 2024	370237	7/3/24	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - JULY 2024	370238	7/3/24	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - JULY 2024	370239	7/3/24	200.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - JULY 2024	370240	7/3/24	780.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - JULY 2024	370241	7/3/24	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - JULY 2024	370242	7/3/24	60.00



WARRANT REGISTER # 1
7/4/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
JONES, DEREK	RETIREE HEALTH BENEFITS - JULY 2024	370243	7/3/24	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - JULY 2024	370244	7/3/24	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - JULY 2024	370245	7/3/24	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - JULY 2024	370246	7/3/24	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - JULY 2024	370247	7/3/24	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - JULY 2024	370248	7/3/24	160.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - JULY 2024	370249	7/3/24	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - JULY 2024	370250	7/3/24	280.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - JULY 2024	370251	7/3/24	290.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - JULY 2024	370252	7/3/24	460.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - JULY 2024	370253	7/3/24	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - JULY 2024	370254	7/3/24	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - JULY 2024	370255	7/3/24	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - JULY 2024	370256	7/3/24	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - JULY 2024	370257	7/3/24	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - JULY 2024	370258	7/3/24	340.00
PE, RAY	RETIREE HEALTH BENEFITS - JULY 2024	370259	7/3/24	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - JULY 2024	370260	7/3/24	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - JULY 2024	370261	7/3/24	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - JULY 2024	370262	7/3/24	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - JULY 2024	370263	7/3/24	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - JULY 2024	370264	7/3/24	240.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - JULY 2024	370265	7/3/24	135.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - JULY 2024	370266	7/3/24	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - JULY 2024	370267	7/3/24	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - JULY 2024	370268	7/3/24	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - JULY 2024	370269	7/3/24	300.00
SANCHEZ, LAURA	RETIREE HEALTH BENEFITS - JULY 2024	370270	7/3/24	330.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - JULY 2024	370271	7/3/24	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - JULY 2024	370272	7/3/24	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - JULY 2024	370273	7/3/24	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - JULY 2024	370274	7/3/24	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - JULY 2024	370275	7/3/24	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - JULY 2024	370276	7/3/24	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - JULY 2024	370277	7/3/24	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - JULY 2024	370278	7/3/24	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - JULY 2024	370279	7/3/24	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - JULY 2024	370280	7/3/24	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - JULY 2024	370281	7/3/24	600.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - JULY 2024	370282	7/3/24	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - JULY 2024	370283	7/3/24	480.00
WHITE, JAMES	RETIREE HEALTH BENEFITS - JULY 2024	370284	7/3/24	230.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - JULY 2024	370285	7/3/24	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - JULY 2024	370286	7/3/24	220.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - JULY 2024	370287	7/3/24	560.00



**WARRANT REGISTER # 1
7/4/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				36,881.65
<u>Fire</u>				
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS, NARDYEZDA ACOSTA, WE 5/2	370150	7/3/24	960.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS, SOA NARDYEZDA ACOSTA, WE	370150	7/3/24	800.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS-NARDYEZDA ACOSTA, W/E 09-	370150	7/3/24	800.00
HAMLYN WILLIAMS INC	TEMPORARY EMPLYMT SVCS- NARDYEZDA ACOSTA,	370150	7/3/24	600.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS, SOA-NARDYEZDA ACOSTA, W/E	370150	7/3/24	840.00
HAMLYN WILLIAMS INC	NARDYEZDA ACOSTA - W/E 05-MAY-2024 (34425)	370150	7/3/24	760.00
WRIGHT & LESTRANGE	CONSULTANT SHALL PROVIDE LEGAL OPINION	370183	7/3/24	16,446.50
PRUDENTIAL OVERALL S	MOP 45742, 18X18 PURPLE SHOP TOWEL	370197	7/3/24	25.00
SAFETY-KLEEN SYSTEMS	GASTEC AQUEOUS PW SAMPLE TUBE	370198	7/3/24	261.74
Total for Department				21,493.24
<u>Housing / Sec 8</u>				
HAMLYN WILLIAMS INC	TEAM STAFF AYMEE ACOSTA W/E 05/26/2024 (35911)	370150	7/3/24	1,377.72
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA E/W OF 5/26/24 FOR SE	370150	7/3/24	1,463.29
SOUTH BAY SHREEDDING	MONTHLY FEE FOR SERV.OF APRIL 2024 FOR SECT8	370170	7/3/24	175.00
STAPLES BUSINESS ADV	OFFICE SUPPLIES/HOUSING AUTHORITY	370171	7/3/24	90.22
STAPLES BUSINESS ADV	PAPER SUPPLIES/ HOUSING AUTHORITY	370171	7/3/24	96.77
OCANA, ARNALDO J	THE 25TH ANNUAL PUBLIC HOUSING PHA CONFEREN	370195	7/3/24	2,625.28
Total for Department				5,828.28
<u>Human Resources</u>				
NGUYEN, LUCKY	ADVANCED DISABILITY PENSION PAYMENT - JULY	370160	7/3/24	5,206.77
URIBE, VICTOR	CDL RENEWAL REIMBURSEMENT-URIBE	370179	7/3/24	58.00
Total for Department				5,264.77
<u>MIS</u>				
ASSI SECURITY INC	ASSI SECURITY INVOICES	370133	7/3/24	450.00
ASSI SECURITY INC	ASSI SECURITY INVOICES	370133	7/3/24	3,169.47
ASSI SECURITY INC	ASSI SECURITY INVOICES	370133	7/3/24	700.00
CDWG	BUILDINGS REPLACEMENT MFP	370136	7/3/24	6,437.74
Total for Department				10,757.21
<u>NSD</u>				
ACE UNIFORMS & ACCES	ACE UNIFORMS HAT FOR HECTOR HUESO	370126	7/3/24	29.08
Total for Department				29.08



WARRANT REGISTER # 1
7/4/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Police				
ACE UNIFORMS & ACCES	LEATHER GEAR, KEEPERS FLASHLIGHTS	370126	7/3/24	167.00
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370126	7/3/24	77.52
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES	370126	7/3/24	861.14
CORADO, GIOVANNI	REIM: GCORADO - FIELD TRAINING OFFICER	370141	7/3/24	253.63
LASER SAVER INC	MOP/45725/TONER PD	370156	7/3/24	114.13
NATIONAL EMBLEM INC	SHOULDER PATCHES	370159	7/3/24	1,746.87
PRO BUILD COMPANY	MOP/45707/SUPPLIES PD	370162	7/3/24	35.13
PRO BUILD COMPANY	MOP/45707/SUPPLIES PD	370162	7/3/24	65.05
SAN DIEGO POLICE EQU	BALLISTIC VESTS	370166	7/3/24	661.59
STAPLES BUSINESS ADV	MOP/45707/SUPPLIES PD	370171	7/3/24	252.96
CRUZ, JORGE	REIM: JCRUZ LOW RIDER CONFERENCE	370186	7/3/24	164.05
PC SPECIALISTS INC	MISC MIS EQUIP FOR FY24	370196	7/3/24	74.09
			Total for Department	4,473.16

A/P Total 508,908.08

SECTION 8 HAPS	Start Date	End Date	
	7/1/2024	7/1/2024	1,449,727.58

GRAND TOTAL 1,958,635.66



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #2 for the period of 7/5/24 through 7/11/24 in the amount of \$2,328,767.15

RECOMMENDATION:

Ratify Warrants Totaling \$2,328,767.15

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 7/5/24 – 7/11/24. 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	370311	159,218.45	CIP 22-09. Eastside I-805 Community Greenbelt
Public Emp Ret	240705	352,420.11	Service Period 06/11/2024 – 06/24/2024

FINANCIAL STATEMENT:

Warrant total \$2,328,767.15

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 – Warrant Register No. 2



**WARRANT REGISTER # 2
7/11/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
SMART & FINAL	SNACKS FOR VM YAMANE'S OPEN HOUSE MEETINGS	370349	7/11/24	91.24
STAPLES BUSINESS ADV	MARCUS BUSH ASSISTANT FILE DRAWER	370351	7/11/24	201.61
	Total for Department			292.85
<u>Building/Planning</u>				
BLITZZ, INC.	REMOTE BUILDING INSPECTIONS	370296	7/11/24	400.00
	Total for Department			400.00
<u>City Clerk</u>				
THE STAR NEWS	PUBLIC NOTICING - NEWSPAPER	370359	7/11/24	148.62
THE STAR NEWS	PUBLIC NOTICING - NEWSPAPER	370359	7/11/24	540.70
THE STAR NEWS	PUBLIC NOTICING - NEWSPAPER	370359	7/11/24	130.69
THE STAR NEWS	PUBLIC NOTICING - NEWSPAPER	370359	7/11/24	627.81
	Total for Department			1,447.82
<u>CMO</u>				
DEVANEY PATE MORRIS	LEGAL SERVICES FOR SD PORT MATTERS	370310	7/11/24	10,750.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR SD PORT MATTERS	370310	7/11/24	3,450.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR SD PORT MATTERS	370310	7/11/24	9,000.00
SPARKLETTS	WATER FOR FINANCE DEPARTMENT	370350	7/11/24	23.98
	Total for Department			23,223.98
<u>Community Services/Nutrition/Library</u>				
BOOT WORLD	WORK BOOTS FOR VERONICA CASTILLO	370297	7/11/24	155.84
CASTANEDA, JUANITA	RFW EMP REIM JUANITA TEENS WRISTBANDS CARNI	370300	7/11/24	160.00
CASTANEDA, JUANITA	RFW EMPLOYEE REIMB JUANITA C/CSD	370300	7/11/24	120.00
CASTILLO, DANIEL A	RFW NC TEEN NIGHTS PARTY PACKAGE/CSD	370301	7/11/24	1,050.00
CHASE A THOMAS	RFW NC TEEN NIGHTS PHOTO BOOTH/CSD	370302	7/11/24	550.00
LASER SAVER INC	MOP 45725 EL TOYON INK	370324	7/11/24	544.62
LASER SAVER INC	MOP 45725 CAMACHO INK	370324	7/11/24	319.51
LASER SAVER INC	MOP 45725 DUP SUP FOR CASA/CSD	370324	7/11/24	610.74
NATIONAL SCHOOL DIST	RFW NSD TRANSPORTATION NC TEENS/CSD	370331	7/11/24	550.00
NATIONAL SCHOOL DIST	RFW NSD TRANSPORTATION NC TEENS/CSD	370331	7/11/24	650.00
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	370340	7/11/24	153.43
SMART & FINAL	MOP 45756 NC TEEN NIGHTS SNACKS	370349	7/11/24	175.47
SMART & FINAL	MOP 45756 SR PRG SUPPLIES/CSD	370349	7/11/24	94.94
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370351	7/11/24	175.75
STAPLES BUSINESS ADV	MOP 45707 ESPORTS PROGRAMMING CASA DE SALU	370352	7/11/24	282.73
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PROGRAMMING CASA DE SALU	370352	7/11/24	260.98



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PORGRAMMING CASA DE SALU	370352	7/11/24	258.16
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PORGRAMMING CASA DE SALU	370352	7/11/24	431.60
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PROGRAMMING CASA E SALUD	370352	7/11/24	282.73
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PORGRAMMING CASA DE SALU	370352	7/11/24	141.36
STAPLES BUSINESS ADV	MOP 45704 CASA DE SALUD REC SUPPLIES	370352	7/11/24	23.20
STAPLES BUSINESS ADV	MOP 45704 CASA DE SALUD REC SUPPLIES	370352	7/11/24	161.25
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PROGRAMMING CASA DE SALU	370352	7/11/24	55.78
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PROGRAMMING CASA DE SALU	370352	7/11/24	218.82
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PROGRAMMING CASA DE SALU	370352	7/11/24	391.47
STAPLES BUSINESS ADV	MOP 45704 CASA DE SALUD REC SUPPLIES	370352	7/11/24	20.12
STAPLES BUSINESS ADV	MOP 45704 ESPORTS PROGRAMMING CASA DE SALU	370352	7/11/24	205.78
STAPLES BUSINESS ADV	MOP 45704 CASA REC SUPPLIES	370352	7/11/24	149.40
STAPLES BUSINESS ADV	MOP 45704 NC TEEN NIGHTS	370352	7/11/24	83.73
SYSCO SAN DIEGO INC	FOOD AS NEEDED FOR CASA DE SALUD	370353	7/11/24	201.03
T'S & SIGNS INC	MARKETING BANNERS FOR TEEN NIGHTS	370354	7/11/24	469.80
THE LLOYD PEST CONTR	PEST CONTROL SERVICE	370356	7/11/24	60.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICE	370356	7/11/24	62.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICE	370356	7/11/24	122.00
THE LLOYD PEST CONTR	FLY MACHINE INSTALLATION & MAINTENANCE	370356	7/11/24	1,132.00

Total for Department 10,324.24

Engineering / PW's

ACME SAFETY & SUPPLY	STREET BARRICADES FY24-PW/STREETS	370291	7/11/24	1,508.50
ANSER ADVISORY MANAG	NTP 5-5-21- SWEETWATER RD PROTECTED	370293	7/11/24	28,963.90
ANSER ADVISORY MANAG	NTP - FY24/25 NC WASTEWATER TAX ROLL UPDATE	370294	7/11/24	16,901.25
CANON SOLUTIONS AMER	EQUIPMENT BASE CHARGE OF ENG PLOTTER/SCANN	370299	7/11/24	88.57
CANON SOLUTIONS AMER	EQUIPMENT USAGE CHARGE OF ENG PLOTTER/SCAN	370299	7/11/24	62.61
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	370303	7/11/24	4,107.50
CHEN RYAN ASSOCIATES	CIP 23-1 FEASIBILITY STUDY FOR 24TH ST	370303	7/11/24	17,097.10
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	370303	7/11/24	64.29
CIRCUIT TRANSIT INC	SPECIALIZED SERVICES FOR CLEAN MOBILITY	370304	7/11/24	24,892.50
CLEAN HARBORS ENVIRO	FOR HOUSEHOLD HAZARDOUS WASTE FOR APRIL 20	370305	7/11/24	1,364.73
D-MAX ENGINEERING IN	WORK PLAN TO PROVIDE STORM WATER	370307	7/11/24	19,251.74
D-MAX ENGINEERING IN	NTP -CONSTRUCTION INSPECTION SERVICES FOR CI	370308	7/11/24	137.85
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT P	370311	7/11/24	159,218.45
GEOSYNTEC CONSULTANT	AS-NEEDED HOMELESS ENCAMPMENT CLEANUP	370315	7/11/24	2,233.96
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370318	7/11/24	91.30
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FAC	370318	7/11/24	70.76
HAAKER EQUIPMENT COM	AUDIO VISUAL SUPPLIES FY24-PW/STREETS	370319	7/11/24	2,340.75
HOME DEPOT CREDIT SE	GENERAL SUPPLIES NEEDED FOR PARKS FY24-PW	370320	7/11/24	975.29
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE REPAIRS AND COORDINATIC	370321	7/11/24	770.00
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	370321	7/11/24	3,150.00
INNOVATIVE CONSTRUCT	PAVEMENT ASSESSMENT	370321	7/11/24	22,243.00
INNOVATIVE CONSTRUCT	CIP 22-06 MLK COMM CENTER	370321	7/11/24	1,641.00



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KIMLEY HORN AND	CIP 19-23 CENTRAL CMNTY MOBILITY	370322	7/11/24	10,829.45
KIMLEY HORN AND	8TH & ROOSEVELT ATP	370322	7/11/24	8,898.27
KIMLEY HORN AND	SS4A GRANT APPLICATION SUPPORT SERVICES	370323	7/11/24	17,783.05
MANGANIELLO, STEPHEN	SANITARY SEWER SYSTEM MANAGMENT AUDIT LUNC	370326	7/11/24	60.52
MASON'S SAW &	MOP 45729 LANDSCAPE SUPPLIES FY24-PW/PARKS	370327	7/11/24	158.80
MASON'S SAW &	MOP 45729 LANDSCAPE SUPPLIES FY24-PW/PARKS	370327	7/11/24	200.52
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES FY24-PW/FAC	370330	7/11/24	82.25
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES FY24-PW/FAC	370330	7/11/24	18.18
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES FY24-PW/PARKS	370330	7/11/24	62.46
NERI LANDSCAPE ARCHI	CAMACHO GYM RESTROOMS - ADA	370332	7/11/24	1,600.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY24-PW/EQM	370333	7/11/24	417.57
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370334	7/11/24	159.13
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370334	7/11/24	50.28
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370335	7/11/24	240.38
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370337	7/11/24	39.90
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370337	7/11/24	98.60
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370337	7/11/24	421.80
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370337	7/11/24	25.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370337	7/11/24	102.62
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370337	7/11/24	25.20
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370337	7/11/24	75.77
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	370337	7/11/24	128.76
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	370337	7/11/24	53.81
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370337	7/11/24	149.71
PRO BUILD COMPANY	MOP GENERAL SUPPLIES FY24-PW/STREETS	370337	7/11/24	256.80
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STREETS	370337	7/11/24	50.38
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370337	7/11/24	100.05
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/PARKS	370337	7/11/24	54.58
PROJECT PROFESSIONAL	CIP 20-04 PD GENERATOR & ELECTRICAL UPGRADES	370339	7/11/24	2,200.00
PROJECT PROFESSIONAL	CIP 23-14 CASA DE SALUD ROOF REPLACEMENT	370339	7/11/24	1,017.00
PROJECT PROFESSIONAL	CIP 19-33 PARADISE CRK ED PARK EXTENSION	370339	7/11/24	1,426.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	370340	7/11/24	53.26
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	370340	7/11/24	53.26
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	370340	7/11/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	370340	7/11/24	80.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/SEWER	370340	7/11/24	48.29
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/STREETS	370340	7/11/24	111.87
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/STREETS	370340	7/11/24	111.87
RANDALL LAMB ASSOCIA	ON-CALL PROJECT SUPPORT SERVICES~	370341	7/11/24	300.00
RANDALL LAMB ASSOCIA	ON-CALL PROJECT SUPPORT SERVICES~	370341	7/11/24	4,400.00
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370348	7/11/24	70.63
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370348	7/11/24	49.67
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370348	7/11/24	182.78
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370348	7/11/24	146.81
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370348	7/11/24	209.94



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<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	370348	7/11/24	121.54
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	79.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	105.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	56.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	105.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	132.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	114.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	53.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	105.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	56.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	114.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	105.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	132.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	53.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	52.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370356	7/11/24	79.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370357	7/11/24	46.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370357	7/11/24	46.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370357	7/11/24	48.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370357	7/11/24	46.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370357	7/11/24	46.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	370361	7/11/24	483.94
WATERLINE TECHNOLOGI	AQUATIC POOL SERVICES FY24-PW/FAC	370362	7/11/24	3,286.81
WESTPRO PLUMBING INC	CITY-WIDE PLUMBING SERVICES FY24-PW/FAC	370363	7/11/24	487.62

Total for Department 366,330.52

<u>Finance</u>				
BRINK'S INCORPORATED	TRANSPORTATION BILLING PERIOD 06/01/24 TO 06/30	370298	7/11/24	567.87
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES / FINANCE	370351	7/11/24	479.49
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES / FINANCE	370351	7/11/24	487.98
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES / FINANCE	370351	7/11/24	413.32
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES / FINANCE	370351	7/11/24	249.02



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				2,197.68
<u>Fire</u>				
ACE UNIFORMS & ACCES	BOSTON LEATHER 9175-1 FIREFIGHTER'S SUSPENDE	370290	7/11/24	193.93
ESGIL LLC	PLAN CHECKS FOR FIRE, FY23-24~	370312	7/11/24	1,336.50
FEDEX	SHIPPING CALIBRATION MODEL 8040 TSI INCORPORA	370313	7/11/24	64.84
GRAINGER	MOP# 65179, FIRE HOSE ADAPTER STRAIGHT	370318	7/11/24	333.60
GRAINGER	MOP#65179, LIGHT DUTY INDSTRL FAN 42"	370318	7/11/24	656.92
MOTOROLA SOLUTIONS I	H98UCH9PW7BN, APX6000 700/800 MODEL 3.5	370329	7/11/24	4,087.26
MOTOROLA SOLUTIONS I	H98UCH9PW7BN, APX6000 700/800 MODEL 3.5	370329	7/11/24	12,721.26
PRO BUILD COMPANY	MOP #45707, 2X10-12 BR TRTD DF 2&BTR S4S	370337	7/11/24	35.21
PRO BUILD COMPANY	MOP# 45707, BUILDING MATERIALS FS 33 STAIRS	370337	7/11/24	56.49
PRUDENTIAL OVERALL S	MOP #45742, 18X18 PURPLE SHOP TOWEL	370340	7/11/24	25.00
TRUCK VAULT INC	TRUCK VAULT FOR FIRE INVESTIGATOR TO STORE	370360	7/11/24	5,738.96
TRUCK VAULT INC	CREDIT MEMO FOR PO #24100018	370360	7/11/24	-3,302.65
Total for Department				21,947.32
<u>Human Resources</u>				
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	370292	7/11/24	198.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	370306	7/11/24	218.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION JU	370314	7/11/24	2.25
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCE	370351	7/11/24	63.93
Total for Department				482.18
<u>NSD</u>				
4LINK NETWORK CONSUL	CONSULTANT SERVICES TO COLLECT AND	370289	7/11/24	1,800.00
DATA TICKET INC	PARKING CITATION PROCESSING SERVICES,	370309	7/11/24	136.00
DATA TICKET INC	PARKING CITATION PROCESSING SERVICES,	370309	7/11/24	2,290.00
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	370351	7/11/24	74.33
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	370351	7/11/24	97.12
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	370351	7/11/24	46.77
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	370351	7/11/24	45.59
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	370358	7/11/24	381.28
VISTA PAINT	MOP 68834	370361	7/11/24	215.02
Total for Department				5,086.11
<u>Police</u>				
B&H FOTO AND ELEC	PHOTOGRAPHY AND VIDEOGRAPHY EQUIPMENT	370295	7/11/24	7,739.97
GIL, SALVADOR	REIMB: 4TH CARNIVAL SUPPLIES	370316	7/11/24	115.59
GOVCONNECTION INC	SCANNER FOR DISPATCH	370317	7/11/24	1,934.89
MALLORY SAFETY & SUP	AVON GAS MASKS	370325	7/11/24	39,794.88
MALLORY SAFETY & SUP	GAS FILTERS	370325	7/11/24	27,488.95



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MOTOROLA SOLUTIONS I	MISC WIRES AND CABLES FOR COMM EQUIP	370328	7/11/24	5,872.89
PORAC	4TH QTR RESERVE OFFICER	370336	7/11/24	12.00
PROFORCE LAW ENFORCE	HS510C LEM~	370338	7/11/24	119.39
S D COUNTY SHERIFF'S	TRAINING FOR RANGE USE FOR FY24	370342	7/11/24	200.00
SAN DIEGO MIRAMAR CO	TRAINING FOR MANDATE ROT TUITION PRC T2772	370343	7/11/24	46.00
SAN DIEGO MIRAMAR CO	TRAINING FOR MANDATE ROT TUITION PRC T2772	370344	7/11/24	23.00
SAN DIEGO MIRAMAR CO	TRAINING FOR MANDATE ROT TUITION PRC T2772	370345	7/11/24	46.00
SAN DIEGO MIRAMAR CO	TRAINING FOR MANDATE ROT TUITION PRC T2772	370346	7/11/24	46.00
SAN DIEGO POLICE EQU	FEDERAL AMMO	370347	7/11/24	7,045.99
SYSCO SAN DIEGO INC	COMMUNITY TRAINING SVCS EVENT CONSUMABLES	370353	7/11/24	159.28
TACTICAL TECH, LLC	LAUNCHERS	370355	7/11/24	982.52
			Total for Department	91,627.35
			A/P Total	523,360.05

PAYROLL				
Pay period	Start Date	End Date	Check Date	
14	6/11/2024	6/24/2024	7/3/2024	1,408,746.38

WIRED PAYMENTS

<u>Engineering / PW's</u>				
ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET JUNE FY24-PW/EQM	299441	7/5/24	39,740.61
<u>Finance</u>				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 06/11/2024-06/24/2024	240705	7/5/24	352,420.11
CALPERS - FINANCIAL	GASB 68 REPORTS 6/30/24 SERVICE FEES	630260	7/11/24	4,500.00

GRAND TOTAL **2,328,767.15**



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, August 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

League of California Cities Annual Conference – Designation on Voting Delegate and Alternate(s)

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Designating a Voting Delegate and up to Two Alternates to Represent the City of National City at the 2024 League of California Cities Annual Conference and Expo."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The League of California Cities 2024 Annual Conference is scheduled for October 16-18, 2024 at the Long Beach Convention Center. An important part of the Annual Conference is the Annual Business Meeting (during the General Assembly) scheduled on Friday, October 18, 2024. At this meeting, the League membership considers and takes action on resolutions that establish Cal-Cities policy.

In order for cities to cast a vote during the Business meeting, each city's respective City Council must designate a voting delegate. In the instance that the selected voting delegate is unable to serve in that capacity, the League of California Cities' Bylaws afford each City the opportunity to appoint up to two alternate voting delegates.

According to the League's Bylaws, the selection of the voting delegate and alternates must be performed through the official action of the City Council. Furthermore, the voting delegate and alternates must be registered to attend the conference. Eligible individuals who may be selected as the City's voting delegate include the Mayor, each City Council member, as well as any other City official selected by the City Council to serve in this capacity.

At this time, staff respectfully requests that the City Council consider appointing a voting delegate and up to two alternates to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on October 18, 2024.

FINANCIAL STATEMENT:

The travel costs and registration fees associated with this meeting will be charged to the designees' respective FY 2024-25 departmental budgets.

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 - Resolution

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATES TO REPRESENT THE CITY OF NATIONAL CITY AT THE 2024 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO

WHEREAS, the City of National City is a member of good standing of the League of California Cities; and

WHEREAS, a representative from the City will be attending the 2024 League Annual Conference & Expo October 16-18, 2024; and

WHEREAS, each member City has a right to cast one vote on matters pertaining to League policy at the conference; and

WHEREAS, consistent with the League bylaws, a City's voting delegate and/or alternate must be designated by City Council action; and the individual(s) are identified in the Voting Delegate Form provided to the League Credential Committee.

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 and designates the following a Voting Delegate and Alternates to the 2024 League of California Cities Annual Conference:

Voting Delegate: _____

Alternate 1: _____

Alternate 2: _____

Section 2: This Resolution shall take effect immediately upon its passage.

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

Section 4: That the City Clerk shall forward a certified copy of the signed Resolution to the League of California Cities no later than the September 25, 2024 deadline.

PASSED and ADOPTED this 20th day of August, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney