

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

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, APRIL 20, 2021 – 6:00 PM



ALEJANDRA SOTELO-SOLIS
Mayor

JOSE RODRIGUEZ
Vice Mayor

MARCUS BUSH
Councilmember

RON MORRISON
Councilmember

MONA RIOS
Councilmember

NOTICE: The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at www.nationalcityca.gov. For Public Comments see "PUBLIC COMMENTS" section below

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

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

PUBLIC COMMENTS: There are multiple ways you can make sure your opinions are heard and considered by our City Council as outlined below:

Submit your public comment prior to the meeting: To submit a comment in writing, email PublicComment@nationalcityca.gov, provide the agenda item number and title of the item in the subject line of your email. Public comments or testimony is limited to up to three (3) minutes. If the comment is not related to a specific agenda item,

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

Meeting agendas and
minutes available on the
City's website at
WWW.NATIONALCITYCA.GOV

indicate General Public Comment in the subject line. All email comments received by 2:00 p.m. on the day of the meeting will be read into the record at the City Council meeting, emailed to the City Councilmembers, and retained as part of the official record. All comments will be available on the City website within 48 hours following the meeting.

Register online and participate in live public comment during the meeting: To provide live public comment during the meeting, you must pre-register on the City's website at <https://www.nationalcityca.gov/publiccomment> by 2:00 p.m. on the day of the regular meeting to join the City Council Meeting.

***Please note that you do not need to pre-register to watch the meeting online, but you must pre-register if you wish to speak.

Once registered, you will receive an email with a link from Zoom to join the live meeting. You can participate by phone or by computer. Please allow yourself time to log into Zoom before the start of the meeting to ensure you do not encounter any last-minute technical difficulties.

***Please note that members of the public will not be shown on video; they will be able to watch and listen and speak when called upon. Public microphones will be muted until it is your turn to comment.

Each speaker is allowed up to three (3) minutes to address the City Council. Please be aware that the Mayor may limit the comments' length due to the number of persons wishing to speak or if comments become repetitious or unrelated.

All comments are subject to the same rules as would otherwise govern speaker comments at the meeting. Speakers are asked to be respectful and courteous. Please address your comments to the City Council as a whole and avoid personal attacks against members of the public, City Council, and city staff.

Questions about public comment or City Council protocols? Please contact the City Clerk's Office at (619) 336-4228 or via email at Clerk@nationalcityca.gov.

INTERPRETATION SERVICES: To use the Zoom interpretation feature you must first Pre-Register on Zoom. Once logged into Zoom to use the interpretation feature, please scroll to the bottom of the Zoom screen (where the meeting controls are), click on the interpretation icon (world), and select English as your language. If you are joining using the Zoom mobile app (cell phone, tablet, etc.), please press the ellipsis (...), then Interpretation, and then choose your language.

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

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

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

AVISO: La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en www.nationalcityca.gov. Para comentarios públicos, vea la sección "COMENTARIOS PÚBLICOS" más adelante.

ORDEN DEL DÍA: Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

INFORMES: Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en www.nationalcityca.gov.

COMENTARIOS PÚBLICOS: Hay varias formas en las que puede asegurarse de que sus opiniones sean escuchadas y consideradas por nuestro Concejo Municipal como se describe a continuación:

Envíe su comentario público antes de la sesión: Para enviar un comentario por escrito, envíe un correo electrónico a PublicComment@nationalcityca.gov. Por favor, indique el número del tema del programa y el título del tema en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos están limitados a tres (3) minutos. Si el comentario no está relacionado con un tema específico del programa, indique Comentario público general en la línea de asunto. Todos los comentarios recibidos por correo electrónico antes de las 2:00 p.m. del día de la reunión serán leídos en el registro en la reunión del Concejo Municipal, enviados por correo electrónico a los Concejales de la Ciudad, y retenidos como parte del registro oficial. Todos los comentarios estará disponible en el sitio web de la ciudad dentro de las 48 horas posteriores a la reunión.

Regístrese en línea y participe en los comentarios públicos en vivo durante la sesión:

Para proporcionar comentarios públicos en vivo durante la sesión, debe registrarse previamente en el sitio web del Ayuntamiento en <https://www.nationalcityca.gov/publiccomment> **antes de las 2:00 p.m.** del día de la junta ordinaria para incorporarse a la sesión del Concejo Municipal.

***Tenga presente que no necesita registrarse previamente para ver la sesión en línea, pero debe registrarse previamente si desea hablar.

Una vez registrado, recibirá un correo electrónico con un enlace de Zoom para integrarse a la sesión en vivo. Puede participar por teléfono o por computadora. Tómese el tiempo necesario para iniciar la reunión en Zoom antes del inicio de la sesión para asegurarse de no encontrar dificultades técnicas de último momento.

***Tenga presente que las personas del público no se mostrarán en vídeo; podrán observar, escuchar y hablar cuando se les solicite. Los micrófonos públicos se silenciarán hasta que sea su turno de comentar.

Cada orador tiene hasta tres (3) minutos para dirigirse al Concejo Municipal. Tenga en cuenta que la Alcaldesa puede limitar la extensión de los comentarios debido a la cantidad de personas que deseen hablar o si los comentarios se vuelven repetitivos o no relacionados.

Todos los comentarios están sujetos a las mismas reglas que de otro modo regirían los comentarios de los oradores en la sesión. Se pide a los oradores que sean respetuosos y corteses. Dirija sus comentarios al Concejo Municipal en su conjunto y evite ataques personales contra personas del público, el Concejo Municipal y el personal del Ayuntamiento.

¿Preguntas sobre comentarios públicos o protocolos del Concejo Municipal?

Comuníquese con la Oficina de la Secretaria del Ayuntamiento al teléfono (619) 336-4228, o por correo electrónico a Clerk@nationalcityca.gov.

SERVICIO DE INTERPRETACIÓN: Para utilizar la función de interpretación zoom primero debe registrarse previamente en el sitio web de Zoom.

Una vez que haya iniciado sesión en zoom para utilizar la función de interpretación, favor de desplazarse a la parte inferior de la pantalla de Zoom (donde aparecen los controles). Haga clic en el ícono de interpretación (globo terráqueo), y seleccione "*Spanish*" (español). Si está utilizando la aplicación móvil de Zoom (celular, tableta, etc.), presione los puntos suspensivos (...), luego "*interpretation*" y luego el idioma.

AGENDA ESCRITA: Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo

Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [Earthquake Preparedness Month Proclamation.](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

INTERVIEWS / APPOINTMENTS

2. [Appointments City Boards, Commissions and Committees – City Council Appointment. \(City Clerk\)](#)

REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)

CONSENT CALENDAR

3. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. [Resolution of the City Council of the City of National City approving the donation of self-contained breathing apparatus \(SCBAs\) and accessories to assist the City of Tecate. \(Fire\)](#)
5. [Resolution of the City Council of the City of National City approving the one \(1\) year ratified Agreement and Authorizing the Mayor to Execute the ratified Agreement with the Sweetwater Union High School District for partial funding of the School Resource Officer Program for FY 2021. The City of National City will be reimbursed \\$105,000 for FY 2021. \(Police\)](#)

6. Resolution of the City Council of the City of National City: 1) accepting the work performed by Portillo Concrete Inc. for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05; 2) approving the final contract amount of \$1,006,975.46; 3) ratifying the release of retention in the amount of \$25,318.36; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
7. Resolution of the City Council of the City of National City: 1) accepting the work performed by PAL General Engineering Inc. for the E. 16th Street Road Rehabilitation Project, CIP No. 19-38; 2) approving the final contract amount of \$180,275.60; 3) ratifying the release of retention in the amount of \$9,013.78; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
8. Resolution of the City Council of the City of National City: 1) accepting the work performed by Next Stage Engineering for the City Hall Ceiling Replacement project, CIP No. 19-53; 2) approving the final contract amount of \$461,746.46; 3) ratifying the release of retention in the amount of \$20,090.00; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
9. Resolution of the City Council of the City of National City: 1) approving the following projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017: A) National City Blvd Street Resurfacing, B) E. Plaza Blvd Street Resurfacing, C) E. 16th Street Resurfacing, and D) Mann Avenue Street Resurfacing; and 2) authorizing the establishment of a Gas Tax Fund appropriation of \$1,217,771 for Fiscal Year 2021 and corresponding revenue budget for receipt of RMRA funds. (Engineering/Public Works)
10. Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A in an amount not-to-exceed \$63,360.25, due to a traffic collision that damaged a National City Police Department Patrol Vehicle beyond repair. (Engineering /Public Works)
11. Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A in an amount not-to-exceed \$67,111.33, due to a traffic collision that damaged a National

- [City Police Department K-9 Vehicle beyond repair. \(Engineering /Public Works\)](#)
12. [Investment transactions for the month ended February 28, 2021. \(Finance\)](#)
 13. [Warrant Register #36 for the period of 3/03/21 through 3/09/21 in the amount of \\$1,764,948.49. \(Finance\)](#)
 14. [Warrant Register #37 for the period of 3/10/21 through 3/16/21 in the amount of \\$407,421.46. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

15. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee \(TDIF\) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, approving an adjustment to the TDIF of 2 percent, as required by the San Diego Association of Governments \(SANDAG\) for receipt of TransNet local street improvement revenues, resulting in the TDIF increasing from \\$2,584 per new residential dwelling unit to \\$2,636 per unit beginning July 1, 2021. \(Engineering/Public Works\)](#)

NON CONSENT RESOLUTIONS

16. [Resolution of the City Council of the City of National City approving the acceptance of the High-Speed Broadband in California Libraries Grant Year 6 from State Library in the amount of \\$135,645.71 to cover the equipment costs associated with high-speed networking upgrade at the National City Public Library. \(IT/Library\)](#)
17. [Resolution of the City Council of the City of National City: 1\) authorizing the appropriation of \\$650,551.50 for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency \(FEMA\); 2\) establishing corresponding revenue and expenditure accounts; and 3\) committing to providing a local match of \\$216,850.50. \(Engineering/Public Works\)](#)
18. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective April 20, 2021. \(Community Services\)](#)

NEW BUSINESS

19. [The Protecting the Right to Organize \(PRO\) Act \(HR. 842\). \(City Manager\)](#)

20. [Consider authorizing a letter of support to the Port of San Diego in support of the Maritime Clean Air Strategy Discussion Draft. \(Community Development\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

21. [Urban Area Security Initiative. \(Fire\)](#)
22. [Speeding and Racing Groups. \(Police\)](#)
23. [HOPE Improvements for Federal Funding. \(Engineering/Public Works\)](#)
24. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - May 4, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [Earthquake Preparedness Month Proclamation](#).

Please scroll down to view the backup material.

Item # ____
04/20/21

Earthquake Preparedness Month Proclamation

The following page(s) contain the backup material for Agenda Item: [Appointments City Boards, Commissions and Committees – City Council Appointment. \(City Clerk\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.

ITEM TITLE:

Appointments: City Boards, Commissions and Committees – City Council Appointment (City Clerk)

PREPARED BY: Luz Molina, City Clerk
Shelley Chapel, Deputy City Clerk

DEPARTMENT: City Clerk’s Office

PHONE: (619) 336-4225

APPROVED BY: *Shelley Chapel*

EXPLANATION:

Vacancy on the Planning Commission was noticed in the Star News, posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise opening and the application acceptance period.

The vacancy notice for the Planning Commission was posted Wednesday, February 25, 2021, and all applications were due to the City Clerk’s Office by the deadline of Wednesday, March 17, 2021 at 5:00 p.m.

(See Explanation (Attachment A) for more information)

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

n/a

ENVIRONMENTAL REVIEW:

n/a

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Conduct interviews and City Council appointment of new Commissioner.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

- Attachment A – Explanation
- Attachment B – Applications (redacted)
- Attachment C – City Council Policy #107
- Attachment D – Boards/Commission/Committees Reference Chart

The City Clerk's Office began advertising and accepting applications for Vacancies on Planning Commission, a City Council appointed Boards/Commissions/Committees (BCC) on February 25, 2021.

In order to obtain qualified candidates, a Notice of Vacancy was advertised on the following: The City website, posted on the City Hall Bulletin Boards, and City Social Media sites to advertise openings and the application acceptance period.

Deadline to submit applications to the City Clerk's Office to be considered for vacancies was Wednesday, March 17, 2021 at 5:00 p.m. All applications were received before the deadline.

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Electoral of City Requirement	Compensation
Planning Commission	(1) One Seat 03/31/2025	City Council	Yes	No	None

The City Clerk's Office received applications from four (4) individuals for the one (1) vacancy.

This vacancy is as a result of the current Commissioner Term ending on March 31, 2021. One (1) Incumbent member is included with the applications to be considered.

City Council Policy #107 (A) states, "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." An email was sent to all incumbents with an invitation including the abbreviated application for consideration.

Per National City Municipal Code Section 16.06 – Planning Commission: The members of the Planning Commission shall be residents, but need not be electors of the City. Compensation shall be determined periodically by resolution of the City Council. The Planning Commissioners currently receive a stipend of \$100 per meeting attended.

All four (4) of the applicants are residents of City of National City.

1. Dolores Flores – Incumbent
2. William Phillips Sr.
3. Claudia E. Valenzuela
4. Sonya Flores

PLANNING COMMISSION (7 Members) CITY COUNCIL APPOINTMENT								
Member	Position	Residency Requirement	Appointed	Term Expires	Meetings for January – February 2021	3/1/2021	3/15/2021	4/5/2021
Maria DeLa Paz	Chair	Yes	4/2/2002	3/31/2022	Cancelled	Present	Present	Cancelled
Ricardo Sanchez	Vice-Chair	Yes	7/5/2020	9/30/2024	Cancelled	Absent	Present	Cancelled
Damian Alexander Roman	Commissioner	Yes	1/19/2021	3/31/2022	Cancelled	Present	Present	Cancelled
Dolores Flores	Commissioner	Yes	6/5/2001	3/31/2021	Cancelled	Present	Present	Cancelled
Luis Natividad	Commissioner	Yes	5/7/2019	3/31/2023	Cancelled	Present	Present	Cancelled
William J. Sendt	Commissioner	Yes	4/5/2016	3/31/2024	Cancelled	Present	Present	Cancelled
Ditas Yamane	Commissioner	Yes	3/3/2015	3/31/2023	Cancelled	Present	Present	Cancelled



BOARDS, COMMISSIONS, AND COMMITTEES

STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT

The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Planning Commission/Housing Advisory Committee.**

I do not desire to be re-appointed.

Dolores Flores


Signature

3/1/2021
Date

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

ATTACHMENT B
RECEIVED

JAN 5 2021

- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Board
- Veterans & Military Families Advisory Committee*
- Port Commission
- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Traffic Safety Committee
- Advisory Housing Committee*

Office of the City Clerk
City of National City

- Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: William Phillips SR E-Mail: WHP403@GMAIL.COM

Home Address: [REDACTED] Tel No: [REDACTED]
(Include City/Zip)

Business Affiliation: N/A Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 5 YR San Diego County: 52 YR California: 70

Educational Background: SOUTH WESTERN

Occupational Experience: SELF EMPLOYED - BUSINESS OWNER
LAW ENFORCEMENT - VOLUNTEER

Professional or Technical Organization Memberships: PARAC

Civic or Community Experience, Membership, or Previous Public Service Appointments: CPRC 15 YR, KIWANIS, LIONS

Experience or Special Knowledge Pertaining to Area of Interest: COMMUNITY SERVICE,
BUSINESS OWNER, RESIDENT

Have you ever been convicted of a felony crime? No: Yes: ___ misdemeanor crime? No: Yes: ___
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 1-4-2021 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

William H. Phillips Sr

[REDACTED]
National City, CA 91950
[REDACTED]

whp403@gmail.com

January 5, 2021

Dear Ms Mayor and City Council:

I am qualified and well suited to serve the residents of the City of National City. I have lived in National City since 1974. I have raised my family in this community and my family members either live or are employed in National City. My family and I have enjoyed participating in many civic events. I have always promoted National City in my dealings with officials and employees of other municipalities.

During my time in National City I have owned and operated several businesses employing many people and supporting our community. I have also enjoyed a career as a National City Police Officer. As a police officer and city employee, I served the residents of our community with compassion, empathy and a strong desire to leave things better than I found them.

I have served the community by being active in The Kiwanis Club of Sweetwater, National City Host Lions Club, American Cancer Society Relay for Life, StarPal, Stein Family Farm, and NCPD Explorers. I served as a non-voting commissioner on the CPRC from its inception until my retirement in 2019. My neighbor and I were instrumental in building awareness and ultimately the upgrading and beautification of Butterfly Park. This was achieved with grant funds and community volunteers at no cost to the city.

I am retired and able to devote the time needed to serve on the Planning Commission. My careers as well as my role as a taxpayer in National City have made me uniquely suited to serve on the Planning Commission. If appointed, I will work to render determinations and make recommendations to the City Council on a variety of land use matters, including changes to the City's General Plan, Specific Plans and Land Use Code. I will also strive to provide unbiased discretionary reviews of land use matters such as Conditional Use Permits, Variances, and Subdivisions. I have always believed our community needs more sustainable affordable housing. As a member of the Planning Commission, I will also serve on the Housing Advisory Committee, which provides input on housing related matters such as the Housing Element.

Respectfully,
Bill Phillips

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

RECEIVED

JAN 3 2021

Office of the City Clerk
City of National City

- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Board
- Veterans & Military Families Advisory Committee*
- Port Commission

- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Traffic Safety Committee
- Advisory Housing Committee*

- > Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
- > Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- > Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Claudia E. Valenzuela E-Mail: moxie1976@gmail.com

Home Address: [REDACTED] Tel No: [REDACTED]
(Include City/Zip)

Business Affiliation: SDG&E Title: Public Affairs Manager

Business Address: 8826 Century Park Ct., S.D., CA 92123 Tel. No.: 858-539-9573

Length of Residence in National City: 20 1/2 San Diego County: 44 California: 44

Educational Background: California Western School of Law : Juris Doctorate ;
University of San Diego : Bachelor of Arts, Political Science ; Spanish

Occupational Experience: See attached Resume and Bio

Professional or Technical Organization Memberships: Secretary, SD Port Tenant Association
2009 - Present.

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest: I have an interest and experience
in infrastructure development from design, regulatory process, community outreach;
construction

Have you ever been convicted of a felony crime? No: Yes: misdemeanor crime? No: Yes:
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 10/21/2020 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Claudia E. Valenzuela

██████████ National City, CA 91950
 claudia.e.valenzuela@icloud.com, ██████████

PROFESSIONAL EXPERIENCE

SAN DIEGO GAS & ELECTRIC COMPANY (SDG&E), San Diego, CA

2006 – Present

Portfolio & Project Management, Public Affairs Manager (2019-present)

- Serve as a strategic advisor to Sempra Energy's California utilities to support gas and electric capital project teams with community relations, crisis management, regulatory filings, company charitable partnerships, and other operational initiatives by providing communications and outreach strategies for successful implementation of projects and programs.
- Create, develop and maintain relationships with internal executive management teams, external stakeholders, government agencies, and elected officials related to company issues, projects and goals.
- Identify, negotiate, and implement solutions for disputes related to SDG&E infrastructure projects and customer complaints to preserve positive relationships with customers and public agencies.

Local Government Affairs, Public Affairs Manager (2006-2019)

- Developed political strategy and directed target messaging to elected officials, municipal staff, and external stakeholders on often controversial topics, such as wildfire cost recovery, General Rate Case, and major construction projects.
- Served as an External Affairs Strategic Lead as part of SDG&E's First Responders team and Emergency Operations Center workforce during local and regional emergencies, i.e., 2007 wildfires and other weather or utility infrastructure related emergencies.
- Worked cross-functionally with SDG&E external facing departments including: media relations; community relations; emergency management; construction services; customer services; regulatory affairs; legal affairs and risk management; and business services to execute communication strategies and customer outreach.
- Improved communications and developed trust with City of San Diego and County of San Diego by holding quarterly meetings to discuss and manage issues between SDG&E and the agencies' management teams.
- Participated in community and business organizations by serving on external boards and committees on behalf of SDG&E.
- Previously supported SDG&E media relations team by providing on air interviews in Spanish for local television and radio news programming on SDG&E programs and services.

CALIFORNIA STATE ASSEMBLY – 78TH DISTRICT, Lemon Grove, CA

2003 – 2006

Assembly Member Shirley Horton, Chief of Staff

- Managed and led Sacramento Capitol and District Office operations and managed staff of twelve employees in a rich and culturally diverse community incorporated by the following cities and communities: City of San Diego's 4th, 7th and 9th Council Districts; City of Lemon Grove; City of Chula Vista, and unincorporated communities of Bonita, Spring Valley and Rancho San Diego.
- Developed and executed constituent communication strategies and promoted Assembly Member's legislative agenda by creating, planning and hosting community events throughout the district and across San Diego County.
- Created district focused regional advisory councils to provide direct community interaction and diverse dialogue between Assembly Member, constituents, and community stakeholders.
- Represented Assembly Member on her behalf with media outlets, interested stakeholders, constituents and agencies during ceremonies, public hearings, community council meetings, community events, and other official duties.

TOM SHEPARD & ASSOCIATES, San Diego, CA**2001 – 2003***Public Policy Strategies, Inc. – Senior Account Executive*

- Developed and executed communication strategies for Public Policy Strategies, Inc. (a Tom Shepard & Associates public affairs division) clients throughout San Diego, California, Texas, and Oklahoma, with a special assignment to manage executive teams from two Fortune 500 energy companies on an international energy development project.
- Managed community outreach and research in Rosarito and Tijuana, Mexico for a proposed Liquefied Natural Gas (LNG) terminal project in Baja California, Mexico.
- Organized community events, educational trips and materials related to LNG terminal operations, safety and economic impacts for elected officials and community leaders from Baja California and San Diego, including an educational trip for those leaders to the Washington, DC area.

SAN DIEGO PADRES BASEBALL CLUB, San Diego, CA**1995 – 2001***Public Affairs & Community Relations Department, Public Affairs Manager*

- Directed a team of forty game-day personnel and independent contractors who provided media relations, community relations, and government affairs support.
- Planned and executed pre-game ceremonies and in-game entertainment, including managing the Pad Squad, photographers, entertainers, and other fan experiences during 81 regular season games, and special promotional series and post-season games – including the first-ever Major League Baseball games in Mexico and Hawaii, 1996 Playoffs, and the 1998 World Series.
- Created and executed public relations and community events throughout San Diego and Tijuana promoting baseball club, including planning and event coordination of implosion of SDG&E building downtown.
- Managed community outreach and grassroots education for regional stakeholders and elected officials on ballot measure (Proposition C) for new Downtown ballpark.
- Organized stakeholders to attend community and city council meetings, community rallies, and press conferences advocating support for ballpark ballot measure.
- Supported Executive Vice President of Public Affairs in creating in-house Television Production department and producing programming for club's regional cable provider promoting Padres' community relations activities throughout the region.

EDUCATION**CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA**

Juris Doctor, January 2018

Area Concentration: Labor and Employment Law

UNIVERSITY OF SAN DIEGO, San Diego, CA

Bachelor of Arts, May 1999

Political Science and Spanish

SKILLS AND SPECIAL TRAINING

- Federal Emergency Management Agency (FEMA) Incident Command System Emergency Management Workforce Certificate
- LEAD San Diego IMPACT Class of 2012
- Fluent in Spanish

Claudia Valenzuela is a Public Affairs Manager for San Diego Gas & Electric (SDG&E). During her fifteen years at SDG&E, Valenzuela has managed government affairs and public outreach efforts throughout SDG&E's service territory on various utility and municipal infrastructure projects.

Valenzuela has more than twenty-five years of experience working in public affairs, community relations, and government relations in San Diego and Baja California, Mexico. Prior to joining SDG&E, she worked as Chief of Staff for a local State Assembly Member; as Senior Account Executive for a San Diego public affairs firm; and as a Public Affairs Manager for the San Diego Padres Baseball Club.

In her role at SDG&E, Valenzuela serves on the boards of several civic and business organizations throughout the region, including as Secretary of the San Diego Port Tenants Association, a position she has held for ten years.

Valenzuela was born and raised in San Diego. She holds a Bachelor of Arts in Political Science and Spanish from the University of San Diego, and a Juris Doctorate from California Western School of Law.

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|---|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |
| <input type="checkbox"/> Port Commission | <input type="checkbox"/> Advisory Housing Committee* |

- Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Sonya Flores E-Mail: CRRChomes@gmail.com

Home Address: [Redacted] National City Tel No: [Redacted]
(Include City/Zip) CA 91950

Business Affiliation: Realtor & Construction Co. Title: owner

Business Address: 124 E 30th St., Ste. D, P.C. 91554 Tel. No.: same

Length of Residence in National City: 52 yrs San Diego County: 4 yrs California: 56 yrs

Educational Background: High School graduate, Real Estate License, General Contractor License.

Occupational Experience: A Realtor for 17 yrs, Communication with Clients, Builder for 12 yrs, and understand the process.

Professional or Technical Organization Memberships: part of The IBO, a group that is connected w/ IISC San Diego.

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest: I am a builder and understand the process to subdivisions, building SFR, condos.

Have you ever been convicted of a felony crime? No: Yes: misdemeanor crime? No: Yes:
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 2-1-2021 Signature: [Redacted]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

**TITLE: Appointments to Boards, Commissions,
and Committees**

POLICY #107

ADOPTED: June 17, 1986

AMENDED: February 2, 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. Housing Advisory Committee
4. Park, Recreation and Senior Citizens Advisory Committee
5. Public Art Committee
6. Sweetwater Authority
7. Traffic Safety Committee
8. Veterans and Military Families Advisory Committee

City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. 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. In that case, 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.

ADOPTED: June 17, 1986**AMENDED: February 2, 2021**

2. **Unscheduled vacancy.** An unscheduled vacancy shall be filled according to 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 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 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.

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. Port Commission
 3. 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 terms expiration date, and the position's necessary qualifications. It shall also include a list of all 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.** Placement of a public notice in the adjudicated newspaper the City uses for legal noticing advertising appointive vacancies, the City website, City Hall Bulletin Board, and City social media platforms.

ADOPTED: June 17, 1986**AMENDED: February 2, 2021**

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. Available on the City website and in the City Clerk's Office. Submission must be before the advertised deadline for consideration for the current appointment. All applications will be retained in the City Clerk's Office for one-year from submitting an application to be considered for other vacancies on Boards, Commissions, and Committees as marked on the application. 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 applying 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 three (3) Civil Service, Planning and Port Commissions 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 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, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration. If Mayor 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,

ADOPTED: June 17, 1986**AMENDED: February 2, 2021**

Commission and Committee (s) with current vacancy, the Mayor will introduce the applicant and the 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 a few minutes for clarification. No more than 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 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 open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

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 each applicants name 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 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.

If meeting is held "in person" no changes to current process will be made for votes.

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.

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 Council., If all five members of the Council are not present or if one member abstains or recuses their vote, the four-fifths requirement would be changed to require only a simple majority.

11. Report to Council:

All applications received for vacancies no matter 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 law, Under Government Code Section 6255(a) personal contact information is exempt, and has been withheld on some documents. Personal information being withheld is in the interest of the applicant and their right to privacy which outweighs the public interest of disclosure.

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 the National City Library, 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.
- 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 exist, 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.

Appointing Authority

Related Policy References

Government Code Section 40605

Government Code section 54970, et seq.

National City Municipal Code Title 16 (pending)

Prior Policy Amendments: May 19, 2020

BOARDS/COMMISSION/COMMITTEES

BOARDS, COMMISSION AND COMMITTEES (11) TOTAL MEMBERS (51+)	BOARD OF LIBRARY TRUSTEE (5 Members)	CIVIL SERVICE COMMISSION (5 Members)	COMMUNITY AND POLICE RELATIONS COMMISSION (8 Members)	PARK, RECREATION AND SENIOR CITIZENS' ADVISORY COMMITTEE (7 Members)	PLANNING COMMISSION and HOUSING ADVISORY COMMITTEE (7 Members) 2 Ex Officio	PORT COMMISSION (1 Member)	PUBLIC ART COMMITTEE (5 Members)	SWEETWATER AUTHORITY (1 Member)	TRAFFIC SAFETY COMMITTEE (5 Members)	VETERAN'S AND MILITARY FAMILIES ADVISORY COMMITTEE (7 Members)
TERM	3 Years	5 Years	3 Years	3 Years	4 Years	3 Years	3 Years	1 Year	3 Years	4 Years
RESIDENCY REQUIREMENT	Yes	Yes	5 Resident up to 2 Non-Resident (1) Non-Voting Member	Yes	Yes	Yes	No	n/a	Yes	5 Resident up to 2 Non-Resident
VOTER REQUIREMENT	No	No	No	No	No	No	No	No	No	No
MAYORAL APPOINTMENT SUBJECT TO CONFIRMATION BY THE CITY COUNCIL	X		X	X	Compensation set by Council Resolution		X	X	X	X
CITY COUNCIL AS A BODY APPOINTMENT		X			X	X				
COMPENSATION	No	No	No	No	No	No	No	No	No	No
FORM 700 FILING REQUIREMENT	Yes	Yes	Yes	No	Yes	n/a	No	n/a	No	No
MEETINGS	1 X per month	1X every other month	1X every 3 months	1X every 2 months	2X per month	n/a	1X per quarter	n/a	1X per month	1X per quarter
REQUIRED TO REPORT TO COUNCIL ANNUALLY	Yes, on or before August 31st and to the State Librarian	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OTHER		Can not be salaried employee or holds office of the City								

CITY COUNCIL POLICY #107 and NCMC TITLE 16

**Effective February 2, 2020 all Chair and Vice-Chairs are required to be NC Residents

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

Please scroll down to view the backup material.

Item # ____
04/20/21

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the donation of self-contained breathing apparatus \(SCBAs\) and accessories to assist the City of Tecate. \(Fire\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving the donation of self-contained breathing apparatus (SCBAs) and accessories to assist the City of Tecate. (Fire)

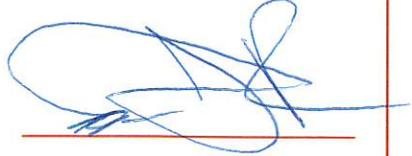
PREPARED BY: Frank Parra

PHONE: 619-336-4551

EXPLANATION:

See attached Staff Report.

DEPARTMENT:

APPROVED BY: 

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

Donating the SCBAs and accessories versus selling at auction impacts potential revenue of approximately \$2,500.

ENVIRONMENTAL REVIEW:

The action being sought is a City administrative activity that will not result in direct or indirect physical changes in the environment.

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

STAFF RECOMMENDATION:

Staff recommends the City Council approve the donation in order to assist the City of Tecate.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Municipal Code Chapter 2.42 – Disposal of Surplus City Property
3. Policy 115 -- Donation of Surplus City Property and Police Department Unclaimed Property
4. Resolution

Resolution of the City Council of the City of National City approving the donation of self-contained breathing apparatus (SCBAs) and accessories to assist the City of Tecate. (Fire)

Staff Report:

The City of National City would like to donate self-contained breathing apparatus (SCBAs) and accessories that have been phased out of service to the City of Tecate. The SCBAs and accessories being recommended for donation are:

- 25 packs
- 52 cylinders
- 25 URC hoses
- 45 complete masks
- 2 RIT systems

The total estimated value for the SCBAs and accessories is \$2,500.

On September 15, 2020, the City Council approved Resolution # 2020-171 that approved the purchase of MSA G1 SCBAs from the General Fund in the amount of \$367,095.41 for the National City Fire Department. The National City Fire Department no longer has a need for the proposed donated SCBAs and accessories. The City of National City and the National City Fire Department would not incur any liability related to the SCBAs and accessories ownership, operation, or use. The City of Tecate, as the owner of the SCBAs and accessories, would provide all maintenance and insurance surrounding its use.

Policy Requirements:

According to Municipal Code Chapter 2.42 – Disposal of Surplus City Property Section 2.42.040B “Manner of Disposal”, if the surplus city property which is not required for city use has been assigned an estimated market value of one thousand dollars or more by the purchasing agent, he/she shall dispose of the property:

1. Through the solicitation of sealed bids, with the award going to the highest responsive, responsible bidder. All notices shall be published by the purchasing agent in a commercially reasonable manner, using any appropriate mediums of printed or electronic commerce which, in the opinion of the purchasing agent, are reasonably likely to ensure an optimum bidding process;
2. Through participation in the San Diego County cooperative auction;
3. Through consignment of items to a vendor to sell on behalf of the city. The purchasing agent shall enter into an agreement with the vendor that has the potential of generating the most market interest and, therefor, the highest net proceeds for the city. The consignment vendor shall, at its expense, advertise the item(s) for sale, in accordance with subsection (B)(1) of this section, and shall accept offers on behalf of the city, with the city having final acceptance authority;
4. Through a negotiated agreement with another public agency, public safety organization, government agency or other nonprofit agency which may have limited funds, and an expressed need for such item(s).

The donation of the SCBAs and accessories to the City of Tecate meets requirement No. 4 as described above.

In addition, City Council Policy #115 states that:

The City Council may authorize the donation of surplus City property, or Police Department unclaimed personal property, to municipal agencies or local, non-profit 501(c)(3) organizations as defined above, consistent with Municipal Code section 2.42.040 (B)(4).

Municipal Agencies as defined in City Council Policy #115 are “public/government agencies, and Sister Cities.”

Financial Statement:

Donating the SCBAs and accessories versus selling at auction impacts potential revenue of approximately \$2,500.

Staff Recommendation:

Staff recommends the City Council approve the donation in order to assist the City of Tecate.

Chapter 2.42 - DISPOSAL OF SURPLUS CITY PROPERTY

2.42.010 - Definitions.

- A. "Surplus city property" means supplies or equipment belonging to the city which are no longer used or which have become obsolete or worn out or which are otherwise of no further use.
- B. "Immediate family" means the husband, wife, mother and father of both husband and wife, son, daughter, brother and sister of the employee, or any relative by blood or marriage residing in the same household.

(Ord. 1673 § 1 (part), 1979)

2.42.020 - Duty to report surplus equipment and supplies.

All using agencies shall submit to the purchasing agent, at such times and in such forms as prescribed, reports listing all available surplus city property. The purchasing agent shall have authority to exchange for, or trade in, such property on new supplies and equipment in accordance with this chapter.

(Ord. 1673 § 1 (part), 1979)

2.42.030 - Disposal required.

The purchasing agent shall determine if any surplus city property can be used by any agency of the city. If such supplies or equipment cannot be used or are unsuitable for city use, the purchasing agent shall, in the manner provided in this chapter, dispose of such supplies and equipment that cannot be exchanged for or traded in on new equipment or supplies.

(Ord. 1673 § 1 (part), 1979)

2.42.040 - Manner of disposal.

- A. If the surplus city property which is not required for city use has been assigned an estimated market value of less than one thousand dollars by the purchasing agent, he/she may dispose of such property on the open market without advertising for bids.
- B. If the surplus city property which is not required for city use has been assigned an estimated market value of one thousand dollars or more by the purchasing agent, he/she shall dispose of the property:
 - 1. Through the solicitation of sealed bids, with the award going to the highest responsive, responsible bidder. All notices shall be published by the purchasing agent in a commercially reasonable manner, using any appropriate mediums of printed or electronic commerce

which, in the opinion of the purchasing agent, are reasonably likely to ensure an optimum bidding process;

2. Through participation in the San Diego County cooperative auction;
 3. Through consignment of items to a vendor to sell on behalf of the city. The purchasing agent shall enter into an agreement with the vendor that has the potential of generating the most market interest and, therefor, the highest net proceeds for the city. The consignment vendor shall, at its expense, advertise the item(s) for sale, in accordance with subsection (B)(1) of this section, and shall accept offers on behalf of the city, with the city having final acceptance authority;
 4. Through a negotiated agreement with another public agency, public safety organization, government agency or other nonprofit agency which may have limited funds, and an expressed need for such item(s).
- C. The purchasing agent shall have the authority to combine any surplus city property with lost and unclaimed property for the purpose of disposal by public auction in accordance with Chapter 2.44 of this title.
- D. The amount received for any property sold pursuant to this chapter shall be deposited in the city's general fund.

(Ord. 2284, 2006; Ord. 2044, 1992; Ord. 1673 § 1 (part), 1979)

2.42.050 - City personnel prohibited from purchasing.

No city officer or employee or any member of the immediate family living in the same household of a city officer or employee shall purchase surplus city property sold in accordance with this chapter.

(Ord. 1673 § 1 (part), 1979)

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

**TITLE: Donation of Surplus City Property and
Police Dept. Unclaimed Personal Property**

POLICY #115

ADOPTED: June 17, 2003

AMENDED: October 8, 2013

Purpose

To establish a policy for donating surplus City property, and Police Department unclaimed personal property to local, non-profit 501(c)(3) organizations, and/or other municipal agencies.

Definitions

- **Municipal Agencies:** public/government agencies, and Sister Cities.
- **Local Non-Profit 501(c)(3) Organizations:** As defined by the IRS: non-profit 501(c)(3) organizations “must be organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates.” Organizations are “commonly referred to as charitable organizations”. In order to be considered “local”, the organization must have a physical address within the City limits, and a valid National City Business License. The organization must be able to show proof of ‘local’ and ‘non-profit’ 501(c)(3) status.
- **Surplus City Property:** is defined by Municipal Code 2.42 as “supplies or equipment belonging to the City which are no longer used or which have become obsolete or worn out or which are otherwise of no further use.”
- **Police Department Unclaimed Personal Property:** is defined in Municipal Code Chapter 2.44 as “goods or chattels which are no longer possessed by their lawful owner and for which demand by right has not been asserted by such lawful owner.” After a specified retention period, the Police Department may release items for distribution or disposal in accordance with Code.

**TITLE: Donation of Surplus City Property and
Police Dept. Unclaimed Personal Property**

POLICY #115

ADOPTED: June 17, 2003

AMENDED: October 8, 2013

- “Request for Donation” form: available from the City’s Intranet or the Finance Department/Purchasing Division. This form provides documentation of the agency and donation, and includes a Release of Liability.

Policy

The City Council may authorize the donation of surplus City property, or Police Department unclaimed personal property, to municipal agencies or local, non-profit 501(c)(3) organizations as defined above, consistent with Municipal Code section 2.42.040 (B)(4). The City Council may also direct the City Manager to conduct a “donation event” (see below) in the event that multiple agencies are requesting the same items.

Surplus City Property: Per Municipal Code Chapter 2.42, surplus City property must first be offered to all City Departments, before it can be disposed of in any way. Only items with a value of under \$1000 may be donated.

Police Department Unclaimed Personal Property: Per Municipal Code Chapter 2.44: “If after the expiration of the applicable retention period, the city manager or his/her authorized designee determines any unclaimed property in the possession of the police department is needed for public use, such property shall be retained by the city.” Once it becomes City property, the City may dispose of it in accordance to Municipal Code.

Liability Issues: To reduce liability, City forces will not be involved in the loading, distribution or delivery of donated items. The recipient must provide their own labor force, loading equipment and vehicles, and they must pick the item(s) up from wherever it is being stored. The recipient must submit a signed “Donation Request” Form which includes a Release of Liability.

Gift of Public Funds: if the non-profit 501(c)(3) is a local organization, then assisting them will also assist the National City residents they serve, and the donation will benefit the community.

**TITLE: Donation of Surplus City Property and
Police Dept. Unclaimed Personal Property**

POLICY #115

ADOPTED: June 17, 2003

AMENDED: October 8, 2013

Procedures

Municipal agencies and local, non-profit 501(c)(3) organizations may request donations by submitting the "Request for Donation" form to the Finance Department/Purchasing Division. The Purchasing Division will obtain City Council approval.

The Finance Department/Purchasing Division will:

- notify the City Council prior to sending anything to auction, to allow them the opportunity to consider donation instead
- seek Council approval for all donation requests
- develop a lottery system in the event that multiple agencies request the same item
- coordinate the donation process and paperwork
- provide details regarding the type of property that is available, upon request
- upon approval by the City Council, make the property available to the requesting agency
- verify local, non-profit 501(c)(3) status via physical proof, and website registries such as: www.guidestar.com
- confirm valid business license for local non-profit 501(c)(3) agencies
- ensure completion of a "Request for Donation" form and signatures
- document the donation
- ensure that City property tags, and other sensitive City information (hard drives, etc) have been removed from the property
- notify the Finance Department to remove applicable items from the City's Fixed Asset Inventory.

Related Policy References

Municipal Code Chapter 2.42

Municipal Code Chapter 2.44

IRS Code 501(c)(3)

Donation Request Forms are available from the Purchasing Division of the Finance Department

Prior Policy Amendments

April 20, 2004

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE DONATION OF SELF-CONTAINED BREATHING APPARATUS (“SCBA”) AND ACCESSORIES TO ANOTHER PUBLIC AGENCY, THE CITY OF TECATE IN ACCORDANCE WITH STATE LAW AND MUNICIPAL CODE SECTION 2.42.040B

WHEREAS, the City of National City (“City”) would like to donate self-contained breathing apparatus (“SCBA”) and accessories to the City of Tecate; and

WHEREAS, staff recommends 25 (twenty-five) packs, 25 (twenty-five) URC hoses, 2 (two) RIT systems, 52 (fifty-two) cylinders, and 45 (forty-five) complete masks be included in the SCBA and accessories for donations; and

WHEREAS, staff determined that the total estimated value for the SCBA and accessories is \$2,500; and

WHEREAS, prior to the donation’s release, the City of Tecate will execute the City’s Request for Donation Form; and

WHEREAS, City’s and the National City Fire Department would not incur any liability related to the SCBA and accessories ownership, operation, or use; and

WHEREAS, the City of Tecate, as the owner of the SCBA and accessories, would provide all maintenance and insurance surrounding its use; and

WHEREAS, this donation complies with is in accordance with California Government Code and the City’s Municipal Code Chapter 2.42 – Disposal of Surplus City Property Section 2.42.040B “Manner of Disposal.”

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

Section 1: Authories the donation of SCBA and accessories to another Public Agency, the City of Tecate in accordance with State Law and City Law.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the one \(1\) year ratified Agreement and Authorizing the Mayor to Execute the ratified Agreement with the Sweetwater Union High School District for partial funding of the School Resource Officer Program for FY 2021. The City of National City will be reimbursed \\$105,000 for FY 2021. \(Police\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.

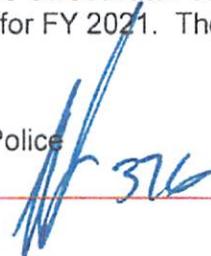
ITEM TITLE:

Resolution of the City Council of the City of National City approving the one (1) year ratified Agreement and Authorizing the Mayor to Execute the ratified Agreement with the Sweetwater Union High School District for partial funding of the School Resource Officer Program for FY 2021. The City of National City will be reimbursed \$105,000 for FY 2021.

PREPARED BY: Alejandro Hernandez, Captain

DEPARTMENT: Police

PHONE: (619) 336-4519

APPROVED BY: 

EXPLANATION:

The National City Police Department currently assigns two police officers as School Resource Officers (SROs). SROs provide specialized campus security and general law enforcement services to the Sweetwater Union High School District and the National School District. The salaries and benefits for these SROs are funded by a joint agreement between the City of National City and the Sweetwater Union High School District.

The proposed Agreement with the Sweetwater Union High School District would be retroactive to July 1, 2020 and extend through June 30, 2021. Approval and ratification agreement would allow the City of National City to continue sharing the costs of the School Resource Officer Program with the Sweetwater Union High School District. Upon approval and ratification of this item, the City of National City will be reimbursed \$105,000 for FY2021 and would be paid \$105,000 for FY2021.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Revenue: 001-11108-3467
Expenditure: 001-411-108-*

FY21 \$105,000

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Agreement between the City of National City and the Sweetwater Union High School District Exhibit "A" Scope of Services

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SWEETWATER UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT is entered into on this **March 8, 2021**, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and the SWEETWATER UNION HIGH SCHOOL DISTRICT, a public entity and school district (hereinafter the "DISTRICT").

R E C I T A L S

WHEREAS, the CITY and DISTRICT (collectively referred to as the "Parties") desires to provide a safe, secure, and orderly teaching and learning environment for all students and staff within Sweetwater Union High School District and the City of National City by protecting life and property.

WHEREAS, the Parties have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

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

1. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2020. The duration of this Agreement is for the period of July 1, 2020 through June 30, 2021. 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 one (1), one-year extension. Any extension of this Agreement must be approved in writing by the Chief of Police, and on behalf of the DISTRICT by Chief Financial Officer Dr. Jenny Salkeld.

2. **SCOPE OF SERVICES.** The CITY and the DISTRICT agree to perform the services set forth as attached in the SCOPE OF SERVICES, attached as "Exhibit A" hereto, in accordance with all terms and conditions contained herein. To the extent that there are any inconsistencies between the Agreement and "Exhibit A", this Agreement controls.

3. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Sergeant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT hereby assigns the Chief of Educational Equity to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT.

4. **COMPENSATION AND PAYMENT.** The total compensation from the DISTRICT to the CITY shall be the flat fee of one-hundred-five-thousand dollars (\$105,000) for the period of July 1, 2020 through June 30, 2021, upon invoicing, following execution of the Agreement and ratification by the Board of Trustees.

5. **ACCEPTABILITY OF WORK.** Either party may request an informal meeting to discuss any concern regarding compliance with the Roles and Responsibilities listed in Exhibit "A". Parties agree to conduct such meeting no later than 10 working days after the request.

6. **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 ventures with one another. Neither the DISTRICT nor the DISTRICT'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.

Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY.

7. **CONTROL.** Neither the DISTRICT nor its officers, agents, or employees shall have any control over the conduct of the CITY or any of the CITY'S employees, except as herein set forth, and the CITY or the CITY'S agents, servants, or employees are not in any manner agents, servants, or employees of the DISTRICT, it being understood that the CITY its agents, servants, and employees are as to the DISTRICT wholly independent, and that the CITY'S obligations to the DISTRICT are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW.** The CITY AND DISTRICT, 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 whether now in force or subsequently enacted. Similarly, the CITY shall commit to complying the DISTRICT board policies regarding confidentiality, FERPA, and not sharing information obtained from the DISTRICT with Department of Homeland Security unless required by law or a court of competent jurisdiction.

9. **LICENSES, PERMITS, ETC.** The CITY and DISTRICT represent and covenant that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CITY and DISTRICT represent and covenant that the DISTRICT 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 CITY or DISTRICT to practice its profession.

10. **STANDARD OF CARE.** The CITY and DISTRICT, 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 CITY'S and DISTRICT'S trade or profession currently practicing under similar conditions and in similar locations.

11. **NON-DISCRIMINATION PROVISIONS.** The Parties 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 Parties 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 Parties agree to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY or DISTRICT setting forth the provisions of this non-discrimination clause.

12. **CONFIDENTIAL INFORMATION.** The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Parties agree to comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act (FERPA) and related California law. Such confidential information shall not be disclosed unless required by federal, state or local law. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request. The Parties are each subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.

13. **NO INDEPENDENT BASIS FOR LIABILITY.** Nothing herein shall create, by this or other understanding between the parties, an independent basis for liability of the CITY to either the DISTRICT or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The CITY'S liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CITY and DISTRICT agrees to defend, indemnify and hold harmless the other party, 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 other party'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 other party, its agents, officers, employees or volunteers. Parties will cooperate reasonably in the defense of any action, and both parties shall employ competent counsel, reasonably acceptable to the other party.

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.

15. **WORKERS' COMPENSATION.** The Parties 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 Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the other party 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 other party 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 other party under this Agreement.

16. **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.

17. **TERMINATION.**

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

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

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

18. **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: Chief of Police
National City Police Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To DISTRICT:
Chief Financial Officer

Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, CA. 91911-2896

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.

19. **MISCELLANEOUS 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.* DISTRICT 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.

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. *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.

[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]

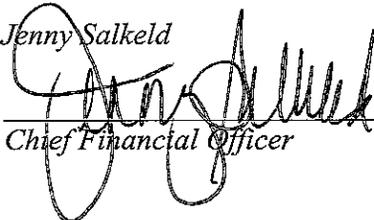
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**SWEETWATER UNION HIGH
SCHOOL DISTRICT**

By: _____ By: _____

Alejandra Sotelo-Solis, Mayor

Jenny Salkeld

Chief Financial Officer

Date Ratified by City Council: _____

Date Ratified by Governing Board: 3/8/2021
Item: H-1

APPROVED AS TO FORM:

Charles E. Bell, Jr.
City Attorney

Jennifer Carbuccia
General Counsel

By: _____

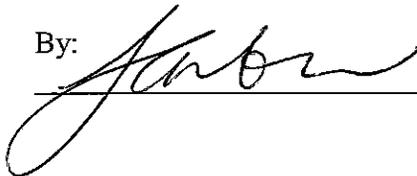
By: 

EXHIBIT A
SCOPE OF SERVICES

MISSION STATEMENT: It is the mission of the Sweetwater Union High School District in concert with the National City Police Department to provide a safe, secure, orderly teaching and learning environment for all students and staff within the Sweetwater Union High School District and the City of National City by protecting life and property.

Ensuring the safety of students and staff on school campuses in National City is a priority to the school administration and the Police Department. Campus security will be increased by the presence of police officers who will interact with the students in both a positive and proactive manner. Police officers on campus will help improve relations between the Police Department and the youth of the community. Police officer availability shall be determined at the sole discretion of the Chief of Police of the National City Police Department. As a result, the Sweetwater Union High School District and the City of National City Police Department agree to undertake the following responsibilities and expectations to achieve these mutual objectives.

A. SCHOOL DISTRICT’S ROLE AND RESPONSIBILITY

1. Ensure student welfare portal to portal;
2. Develop procedures to handle campus safety issues;
3. Develop emergency response procedures;
4. Develop a School Safety Plan;
5. Work with CITY to select any new School Resource Officer being assigned to DISTRICT;
6. Establish and follow procedures for referring School Resource Officer involvement; and
7. Cooperate with and support in a proactive manner with the City of National City Police Department School Resource Officers efforts to work with students, school personnel, parents and the community.

B. SCHOOL RESOURCE OFFICERS’ ROLE AND RESPONSIBILITY

1. To provide prevention/intervention by:
 - a. Providing a visible uniform police officer presence on the campuses of the Sweetwater Union High School District located in National City.
 - b. Developing classroom and faculty presentations related to the youth and the law when requested.
 - c. Hold at least one (1) jointly-planned DISTRICT student forum regarding the role of school policing, including review of relevant DISTRICT impact data as agreed to by the parties.
 - d. Hold at least two (2) jointly-planned DISTRICT community forums regarding community policing and safety, including review of relevant school and community impact data as agreed to by the parties.
 - e. Attending parent conferences/meetings as available
 - f. Attending Student Attendance Review Board (S.A.R.B.) meetings as available.
 - g. Scheduling security activities as needed.
 - h. Respond to all law enforcement related matters as they occur during regular school hours when available.
 - i. Attend various sporting events and school activities as needed for proactive enforcement and interaction. Any overtime that is required for

any events, activities, meetings, etc., will be paid for by the DISTRICT per the MOU

- j. Documenting all incidents of crime as per Department regulations.
- k. Assisting with developing and revising school security procedures and emergency response drills.
- l. Assisting the school's safety committee in developing the School Safety Plan.
- m. Comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act and related California law.
- n. Treat all individuals with fairness, respect and dignity in equally enforcing the laws and providing equal service to the public, regardless of immigration status, race, ethnicity, gender, religious beliefs or any other protected class.
- o. Not enforce immigration laws.
- p. Not gather, share or distribute any information related to any student's (or student's family members) immigration status for the purposes of immigration enforcement.

2. To continue to work with:

- a. Community agencies; and
- b. Parent/teacher groups as needed throughout the affected schools.

3. Liaison with National City Police Department personnel who are investigating criminal cases/reports or criminal activity within the affected schools.

4. Continue to work with school staff and District personnel in matters of mutual concern such as:

- a. Education and Training
- b. Prevention and intervention in the areas of alcohol and drug use on campus
- c. Safety of students and staff on campus
- d. Gang-related violence and crime
- e. Campus intrusion, and loss and/or damage to property

5. Follow all Police Department Policies (DOP) regarding role, responsibility and officer conduct.

C. SPAN OF CONTROL/JURISDICTION: Prevention, education, training and proactive activities will take place at Sweetwater High School, Granger Junior High School and National City Middle School located in the City of National City.

D. RESOURCE: Resource and local management will be coordinated at:

Chief Financial Officer
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, CA. 91911-2896

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

- E. **COST:** One (1) officer will be funded jointly by the National City School District and the Sweetwater Union High School District and one (1) officer will be funded by the City of National City (Police Department).

The Sweetwater Union High School District will contribute to this effort as set forth in Section 4 of this Agreement. If the Agreement is canceled as herein permitted, the CITY shall return forthwith to the DISTRICT, the portion of such payment allocable to the period of the term subsequent to the effective date of cancellation.

The total compensation from the DISTRICT to the CITY shall be the flat fee of one-hundred-five-thousand dollars (\$105,000) for the period of July 1, 2020 through June 30, 2021, upon invoicing, following execution of the agreement and ratification by the Board of Trustees. The Agreement may be extended by mutual agreement upon the same terms and conditions. The Parties may exercise up to one (1), one-year term extension. Any extension of this Agreement must be approved in writing by the Chief of Police, and on behalf of the DISTRICT by Chief Financial Officer Dr. Jenny Salkeld.



APPROVED

March 8, 2021

Board Item - H.-1.

Issue:

Agreement for School Resource Officer (SRO) services for the 2020-2021 school year.

Superintendent's Recommendation:

Approve/ratify renewal of Agreement between the Sweetwater Union High School District (SUHSD) and the City of National City for School Resource Officer (SRO) services, for the 2020-2021 school year.

Analysis:

The Police Department of the City of National City provides uniformed School Resource Officers for all district schools in their jurisdiction. The school resource officers under contract with SUHSD and their respective agency enable the district to provide the necessary support to the schools in National City. The presence and pro-active support of law enforcement has greatly enhanced school security. School Resource Officers provide campus security and police follow-up; classroom presentations related to youth and the law; attendance at parent meetings and student events when necessary; and participate on the School Attendance Review Board (SARB) and School Safety Committees, when available.

The Sweetwater Union High School District and the City of National City will provide two officers who are assigned to Sweetwater High, National City Middle and Granger Junior High Schools. One (1) officer will be funded jointly by the National School District and the Sweetwater Union High School District; and one (1) officer will be funded by the City of National City Police Department. Total cost to the district is \$105,000.

This Board Agenda Item supports LCAP Goal 2, safe and healthy learning environment, because it helps to provide safer campuses for students and staff.

For questions regarding this board item, please contact Dr. Vernon Moore at (619) 691-5533 or vernon.moore@sweetwaterschools.org.

Fiscal Impact:

Cost not to exceed \$105,000, for the 2020-2021 school year, to be paid from the district General Fund, LCFF/Supplemental and Concentration Account, Resource Code: 0090.

ATTACHMENTS:

	Description	Type
☐	NCPD Agreement	Backup Material
☐	37. Item H-1 - AUDIO CLIP - 03 08 21	Cover Memo

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE ONE (1) YEAR RATIFIED AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE RATIFIED AGREEMENT WITH THE SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTIAL FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM FOR FISCAL YEAR 2021 WITH A REIMBURSEMENT TO THE CITY OF NATIONAL CITY IN THE AMOUNT OF \$105,000 FOR FY 2021

WHEREAS, the National City Police Department currently assigns two Police Officers as School Resource Officers (“SROs”); and

WHEREAS, SROs provide specialized campus security and general law enforcement services to the Sweetwater Union High School District; and

WHEREAS, the salaries and benefits for the SROs are funded through agreements between the City of National City and the Sweetwater Union High School District; and

WHEREAS, the proposed Agreement with the Sweetwater Union High School District would be retroactive to July 1, 2020 and extend through June 30, 2021; and

WHEREAS, approval and ratification of the Sweetwater Union High School District Agreement would allow the City of National City to continue sharing the costs of the School Resource Officer Program with the National School District; and

WHEREAS, upon approval and ratification of this Agreement, the City of National City will be reimbursed \$105,000.00 for Fiscal Year 2021.

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

Section 1: Authorize the Mayor to execute a one (1) year ratified Agreement with the Sweetwater Union High School District for partial funding of the School Resource Officer Program for Fiscal Year 2021 with a reimbursement to the City of National City in the amount of \$105,000.

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

PASSED and ADOPTED this 20th day of April, 2021

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Portillo Concrete Inc. for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05; 2\) approving the final contract amount of \\$1,006,975.46; 3\) ratifying the release of retention in the amount of \\$25,318.36; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.

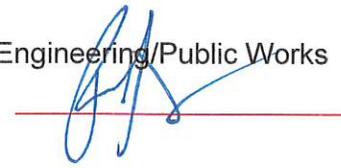
ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting the work performed by Portillo Concrete Inc. for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05; 2) approving the final contract amount of \$1,006,975.46; 3) ratifying the release of retention in the amount of \$25,318.36; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

This project has been completed. No further financial statements or appropriations are required.

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3), approved June 4, 2019.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution accepting the work performed by Portillo Concrete Inc. for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05 and approving the final contract amount of \$1,006,975.46.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

The Palm Avenue Road Rehabilitation project provided a 2" grind and overlay on 1.1 miles of Palm Avenue from Division Street to E. 18th Street within the existing right-of-way, and upgraded ADA ramps to the current standard within the project limits, as well as addressed damaged cross gutter, and curb and gutter. The project also improved pedestrian crossings through the installation of accessibility enhancements at the following intersections:

- 1) Palm Avenue & E. 1st Street
- 2) Palm Avenue & E. 14th Street
- 3) Palm Avenue & E. 7th Street
- 4) Laurel Avenue & E. 1st Street
- 5) Norton Avenue & E. 1st Street

On November 7, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On November 14, 2019 and November 18, 2019, the bid solicitation was advertised in local newspapers.

On December 2, 2019, nine (9) bids were received by the 2:00 p.m. deadline. Portillo Construction Inc. was the apparent lowest bidder with a total bid amount of \$1,040,000.00. Upon review of all documents submitted, Portillo Construction's bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On January 21, 2020, the City Council adopted Resolution No. 2020-10, awarding the contract to PAL General Engineering Inc., in an amount not to exceed \$1,040,000.00.

The Notice to Proceed with construction was issued on January 22, 2020. Construction started on February 11, 2020 and was completed on December 16, 2020.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attachment). The change orders increased the contract amount by \$29,901.60. However, the line-item adjustments resulted in a decrease of \$62,926.14 for a net decrease of the final contract amount of \$33,024.54. This resulted in approximately 0.5% contract decrease for a final contract balance of \$1,006,975.46.

As result of the satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by Portillo Construction Inc. for the Palm Avenue Road Rehabilitation project, CIP No. 19-05; 2) approve the final contract amount of \$1,006,975.46; 3) ratify the release of retention in the amount of \$25,318.36; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on December 16, 2020 of the:
Palm Avenue Road Rehabilitation project, CIP No. 19-05

Work of improvement or portion of work of improvement under construction or alteration.

<u>1243 National City Blvd</u>	<u>National City</u>	<u>CA</u>	<u>91950</u>
Street Address	City	State	Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Portillo Concrete, Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer. Materials: concrete, asphalt, traffic control supplies. Equipment: concrete equipment, paving equipment

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: April 20, 2021;

Signature of Owner

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

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 20, 2021 at, National City, California.

Signature: _____
Alejandra Sotelo-Solis, MAYOR

Noc09-05



FINAL CONTRACT BALANCE

DATE: April 5, 2021

PROJECT: Palm Ave. Road Rehabilitation
FY 19-20
CIP No. 19-05

TO: Portillo Concrete, Inc.
3527 Citrus St.
Lemon Grove, CA 91945

ORIGINAL CONTRACT AMOUNT:	\$1,040,000.00
START DATE:	February 11, 2020
COMPLETION DATE:	December 16, 2020
ORIGINAL CONTRACT LENGTH:	80 Working Days
EXTENTION OF WORK DAYS:	5 Working Days
WORKING DAYS SUSPENDED:	137 Working Days
TOTAL CONTRACT TIME:	222 Working Days

DESCRIPTION:

The Final Contract Balance reports final line-item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE-ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to work around an encountered an unknown retaining wall foundation at 14th and Palm which created a delay on the site. The staked elevations would not work and the crew was required to remove and reset forms to revised elevations as-built in the field. This Change Order total amount was **\$ 1,668.00.**

Change Order #2 directed the contractor to substitute the natural grey concrete with a broom finish originally specified for use in the pedestrian passageway median on 1st and Palm with a beige random stone stamped concrete to match other medians throughout the city. This Change Order total amount was **\$ 3,000.00.**

Change Order #3 directed the contractor to install vehicle detection loops and conduit on 16th at Palm per the Palm Ave. and 16th vehicle detection loops plan provided by STC. This Change Order total amount was **\$ 9,811.20.**

FINAL CONTRACT BALANCE

Palm Avenue Road Rehabilitation project – CIP 19-05

Change Order #4 directed the contractor to install a new 2" advanced loop conduit from the existing advance loop pull box to the DLC splice box along with installing a new DLC. The Change Order total amount was **\$ 15,422.40**.

All Change Orders listed above increased the total contract amount by **\$29,901.60**.

Line-item adjustments per the attached FINAL BILLING STATEMENT resulted in a decrease of **\$62,926.14**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line-item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **\$1,006,975.46**.
2. As a result of the satisfactory completion of said project, a final retention amount of **\$25,318.36** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Portillo Concrete, Inc. will not be entitled to damages or additional payment for delays as described in the 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA 1) ACCEPTING THE WORK PERFORMED BY PORTILLO CONCRETE INC. FOR THE PALM AVENUE ROAD REHABILITATION PROJECT, CIP NO. 19-05; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,006,975.46; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$25,318.36; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT

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

Section 1: Appearing to the satisfaction of the Engineering Department that all work required to be done by Portillo Concrete, Inc. for the total final contract amount of \$1,006,975.46, for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05 has been completed, the City Council of National City hereby accepts said work, ratifies the release of the retention in the amount of \$25,318.36, authorizes the Mayor to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by PAL General Engineering Inc. for the E. 16th Street Road Rehabilitation Project, CIP No. 19-38; 2\) approving the final contract amount of \\$180,275.60; 3\) ratifying the release of retention in the amount of \\$9,013.78; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting the work performed by PAL General Engineering Inc. for the E. 16th Street Road Rehabilitation Project, CIP No. 19-38; 2) approving the final contract amount of \$180,275.60; 3) ratifying the release of retention in the amount of \$9,013.78; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

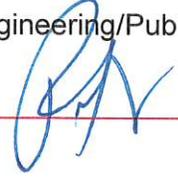
PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

PHONE: 619-336-4360



DEPARTMENT: Engineering/Public Works

APPROVED BY:



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED:



Finance

APPROVED:

MIS

This project has been completed. No further financial statements or appropriations are required.

ENVIRONMENTAL REVIEW:

A CEQA Notice of Exemption was filed with the County Recorder's Office December 17, 2020.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt a Resolution accepting the work performed by PAL General Engineering Inc. for the E. 16th Street Road Rehabilitation Project, CIP No. 19-38 and approving the final contract amount of \$180,275.60.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

The E. 16th Street Road Rehabilitation project provided a 2" grind and overlay on 0.4 miles of E. 16th Street from "N" Avenue to Interstate-805 within the existing right-of way, and upgraded ADA ramps to the current standard within the project limits, as well as addressed damaged cross gutters, curbs and gutters. The project also improved pedestrian crossings through the installation of accessibility enhancements at the following intersections:

- 1) E. 16th Street & E. Sheryl Lane
- 2) E. 16th Street & "Q" Avenue

On November 27, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On December 3, 2019 and December 9, 2019, the bid solicitation was advertised in local newspapers.

On December 17, 2019, six (6) bids were received by the 11:00 a.m. deadline. PAL General Engineering Inc. was the apparent lowest bidder with a total bid amount of \$198,832.00. Upon review of all documents submitted, PAL General Engineering's bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On February 4, 2020, the City Council adopted Resolution No. 2020-16, awarding the contract to PAL General Engineering Inc., in an amount not to exceed \$198,832.00.

The Notice to Proceed with construction was issued on April 27, 2020. Construction started on May 11, 2020 and was completed on June 18, 2020.

There was only one change order issued for this project, resulting in a credit to the City in the amount of \$2,500.00. Line item adjustments resulted in a decrease of \$16,056.40, for a net decrease of \$18,556.40 to the contract. This results in a 9.3% contract decrease for a final contract balance of \$180,275.60.

As result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by PAL General Engineering Inc. for the E. 16th Street Road Rehabilitation project, CIP No. 19-38; 2) approve the final contract amount of \$180,275.60; 3) ratify the release of retention in the amount of \$9,013.78; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on June 18, 2020 of the:
E. 16th Street Road Rehabilitation project, CIP No. 19-38

Work of improvement or portion of work of improvement under construction or alteration.

<u>1243 National City Blvd</u>	<u>National City</u>	<u>CA</u>	<u>91950</u>
Street Address	City	State	Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

PAL General Engineering, Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer. Materials: concrete, asphalt, traffic control supplies. Equipment: concrete equipment, paving equipment

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: April 20, 2021;

Signature of Owner

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

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 20, 2021 at, National City, California.

Signature: _____
Alejandra Sotelo-Solis, MAYOR

Noe09-05



FINAL CONTRACT BALANCE

DATE: April 5, 2021

PROJECT: E. 16th Street Road Rehabilitation
FY 19-20 & 20/21
CIP No. 19-38

TO: PAL General Engineering Inc.
10675 Trenea St.
San Diego, CA 92131

ORIGINAL CONTRACT AMOUNT:	\$198,832.00
START DATE:	May 11, 2020
COMPLETION DATE:	June 18, 2020
ORIGINAL CONTRACT LENGTH:	20 Working Days
EXTENTION OF WORK DAYS:	0 Working Days
WORKING DAYS SUSPENDED:	10 Working Days
TOTAL CONTRACT TIME:	19 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 provided a credit to the City and an extended warranty for Asphalt used that was not previously approved. This Change Order total amount was **-\$ 2,500.00**.

All Change Orders listed above decreased the total contract amount by **\$2,500.00**.

Line item adjustments per the attached FINAL BILLING STATEMENT resulted in a decrease of **\$16,056.40**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **\$180,275.60**.

FINAL CONTRACT BALANCE

E. 16th Road Rehabilitation Project

Specification No. 19-38

2. As a result of the satisfactory completion of said project, a retention amount of **\$9,013.78** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. PAL General Engineering Inc. will not be entitled to damages or additional payment for delays as described in the 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE WORK PERFORMED BY PAL GENERAL ENGINEERING INC. FOR THE EAST 16TH STREET ROAD REHABILITATION PROJECT, CIP NO. 19-38; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$180,275.60; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$9,013.78; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT

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

Section 1: Appearing to the satisfaction of the Engineering Department that all work required to be done by PAL General Engineering Inc. for the total final contract amount of \$180,275.60, for the East 16th Street Road Rehabilitation Project, CIP No. 19-38 has been completed, the City Council of National City hereby accepts said work, ratifies the release of the retention in the amount of \$9,013.78, authorizes the Mayor to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Next Stage Engineering for the City Hall Ceiling Replacement project, CIP No. 19-53; 2\) approving the final contract amount of \\$461,746.46; 3\) ratifying the release of retention in the amount of \\$20,090.00; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.

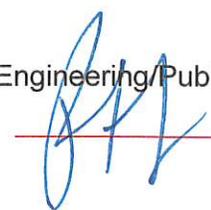
ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting the work performed by Next Stage Engineering for the City Hall Ceiling Replacement project, CIP No. 19-53; 2) approving the final contract amount of \$461,746.46; 3) ratifying the release of retention in the amount of \$20,090.00; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

This project has been completed. No further financial statements or appropriations are required.

ENVIRONMENTAL REVIEW:

Categorical Exemption under CEQA Guidelines.

ORDINANCE:

INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt a Resolution accepting the work performed by Next Stage Engineering for the City Hall Ceiling Replacement project, CIP No. 19-53 and approving the final contract amount of \$461,746.46.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

The City Hall Ceiling Replacement Project will consist of the removal and replacement of the existing ceiling grid and tiles on the 2nd, 1st, and basement floors of City Hall. The project will also provide new updated light fixtures, HVAC registers and fire suppression sprinkler modifications as necessary, to tie into the new ceiling system.

On December 5, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On December 9, 2019 and December 11, 2019, the bid solicitation was advertised in local newspapers.

On December 19, 2019, two (2) bids were received by the 10:00 a.m. deadline. Next Stage Engineering was the apparent lowest bidder with a total bid amount of \$401,800. Upon review of all documents submitted, Next Stage Engineering's bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

On January 21, 2020, the City Council adopted Resolution No. 2020-04, awarding the contract to Next Stage Engineering, in an amount not to exceed \$401,800.00.

The Notice to Proceed with construction was issued on February 3, 2020. Construction started on February 17, 2020 and was completed on April 16, 2020. However, after completion of construction, the project was unable to be closed out since Next Stage Engineering took several months to complete the administrative paperwork.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attachment). The change orders increased the contract by \$59,946.46. This resulted in a 14.9% contract increase for a final contract balance of \$461,746.46.

As result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by Next Stage Engineering for the City Hall Ceiling Replacement project, CIP No. 19-53; 2) approve the final contract amount of \$461,746.46; 3) ratify the release of retention in the amount of \$20,090.00; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on April 16, 2020 of the:
City Hall Ceiling Replacement project, CIP No. 19-53

Work of improvement or portion of work of improvement under construction or alteration.

<u>1243 National City Blvd</u>	<u>National City</u>	<u>CA</u>	<u>91950</u>
Street Address	City	State	Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Next Stage Engineering

Name of Original Contractor

The following work and material were supplied:

Labor provided: ceiling tile installers, fire watch. Materials: ceiling tiles

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: April 20, 2021;

Signature of Owner

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

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 20, 2021 at, National City, California.

Signature: _____
Alejandra Sotelo-Solis, MAYOR

Nov09-05



FINAL CONTRACT BALANCE

DATE: April 5, 2021

PROJECT: City Hall Ceiling Replacement
FY 19-20
CIP No. 19-53

TO: Next Stage Engineering
516 W Shaw Avenue, Suite 200
Fresno, CA 93704

ORIGINAL CONTRACT AMOUNT:	\$401,800.00
START DATE:	February 17, 2020
COMPLETION DATE:	April 16, 2020
ORIGINAL CONTRACT LENGTH:	30 Calendar Days
EXTENTION OF WORK DAYS:	21 Working Days
WORKING DAYS SUSPENDED:	10 Working Days
TOTAL CONTRACT TIME:	44 Working Days

DESCRIPTION:

The Final Contract Balance reports final line-item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE-ITEM ADJUSTMENTS:

Change Order #1 requesting an additional 1,450 sq ft of ceiling tiles from the original scope of work. This Change Order total amount was **\$ 12,205.00.**

Change Order #2 for installation of cable hook and materials in the basement, first and second floors. This Change Order total amount was **\$ 13,380.00.**

Change Order #3 to hire a subcontractor with contractor license C-16 in order to bring the fire suppression system back to code, replacing 15-30 fire sprinkler heads and test/certification of the system. This Change Order total amount was **\$ 17,753.00.**

Change Order #4 for additional 7 days of fire watch. This Change Order total amount was **\$ 12,013.96.**

Change Order #5 for the installation of wall vertical bracing at the basement floor in order to meet the minimum Building Code requirement. This Change Order total amount was **\$ 1,000.00.**

FINAL CONTRACT BALANCE

City Hall Ceiling Replacement – CIP 19-53

Change Order #6 to add an additional day of fire watch and repair the door at the basement floor in order to meet the Fire Code. This Change Order total amount was **\$ 3,594.50**.

All Change Orders listed above increased the total contract amount by **\$59,946.46**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line-item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **\$461,746.46**.
2. As a result of the satisfactory completion of said project, a final retention amount of **\$20,090.00** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Next Stage Engineering will not be entitled to damages or additional payment for delays as described in the 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA 1) ACCEPTING THE WORK PERFORMED BY NEXT STAGE ENGINEERING FOR THE CITY HALL CEILING REPLACEMENT PROJECT, CIP NO. 19-53; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$461,746.46; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$20,090.00; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT

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

Section 1: Appearing to the satisfaction of the Engineering Department that all work required to be done by Next Stage Engineering for the total final contract amount of \$461,746.46, for the City Hall Ceiling Replacement Project, CIP No. 19-53 has been completed, the City Council of National City hereby accepts said work, ratifies the release of the retention in the amount of \$20,090.00, authorizes the Mayor to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) approving the following projects proposed to receive funding from the Road Maintenance and Rehabilitation Account \(RMRA\) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017: A\) National City Blvd Street Resurfacing, B\) E. Plaza Blvd Street Resurfacing, C\) E. 16th Street Resurfacing, and D\) Mann Avenue Street Resurfacing; and 2\) authorizing the establishment of a Gas Tax Fund appropriation of \\$1,217,771 for Fiscal Year 2021 and corresponding revenue budget for receipt of RMRA funds. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | April 20, 2021 |

AGENDA ITEM NO. |

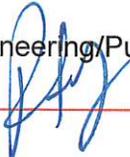
ITEM TITLE:

|Resolution of the City Council of the City of National City, 1) approving the following projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017: A) National City Blvd Street Resurfacing, B) E. Plaza Blvd Street Resurfacing, C) E. 16th Street Resurfacing, and D) Mann Avenue Street Resurfacing; and 2) authorizing the establishment of a Gas Tax Fund appropriation of \$1,217,771 for Fiscal Year 2021 and corresponding revenue budget for receipt of RMRA funds.|

PREPARED BY: Jose Lopez, Deputy City Engineer 

PHONE: | 619-336-4312 |

DEPARTMENT: | Engineering/Public Works |

APPROVED BY: 

EXPLANATION:

|See attached.|

FINANCIAL STATEMENT:

ACCOUNT NO. |

Revenue Account: 109-00000-3416 (Gas Tax, SHC Sec 2030 RMRA) - \$1,217,771
Expenditure Account: 109-409-500-498-6035 (Street Resurfacing) - \$1,217,771

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

A Categorical Exemption will be filed prior to starting construction.

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

STAFF RECOMMENDATION:

|Adopt Resolution approving a list of projects proposed to receive funding from the RMRA, and establishing budget appropriations and corresponding revenue budget.|

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

1. |Explanation w/ attachments
2. |Resolution|

Explanation

On April 28, 2017, Governor Brown signed State Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

On November 1, 2017, the State Controller (Controller) began the process of depositing various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The State Department of Finance has published revised revenue projections for cities and counties. National City is eligible to receive up to \$1,217,771 in RMRA funds for FY 2022 (see attached revenue projections).

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

SHC Section 2032.5(a) articulates the general intent of the legislation that recipients of RMRA funding be held accountable for the efficient investment of public funds to maintain local streets and roads and are accountable to the people through performance goals that are tracked and reported.

Pursuant to SHC Section 2030(a), the objective of the Local Streets and Roads Program is to address deferred maintenance on the local streets and roads system through the prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects.

Cities and counties receiving RMRA funds must comply with all relevant federal and state laws, regulations, policies, and procedures. The main requirements for the program are codified in SHC Sections 2034, 2036, 2037, and 2038 and include the following:

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting [SHC 2034(a)(1)].
- The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement [SHC 2034(a)(1)].
- The project list does not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities as outlined in SHC 2030(b) [SHC 2034(a)(1)].
- The Commission will report to the Controller the cities and counties that have submitted a list of projects as described in SHC 2034(a)(1) and that are therefore

eligible to receive an apportionment of RMRA funds for the applicable fiscal year [SHC 2034(a)(2)].

- The Controller, upon receipt of the report from the Commission, shall apportion RMRA funds to eligible cities and counties pursuant to SHC 2032(h) [SHC 2034(a)(2)].
- For each fiscal year in which RMRA funds are received and expended, cities and counties must submit documentation to the Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement [SHC 2034(b)].
- A city or county receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009–10, 2010–11, and 2011–12 fiscal years for street, road, and highway purposes from the city’s or county’s general fund [SHC 2036].
- A city or county may spend its apportionment of RMRA funds on transportation priorities other than priorities outlined in SHC 2030(b) if the city or county’s average Pavement Condition Index (PCI) meets or exceeds 80 [SHC 2037].
- By July 1, 2023, cities and counties receiving RMRA funds must follow guidelines developed by the California Workforce Development Board (Board) that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs [SHC 2038].

In order to comply with the requirements for receipt and use of RMRA funds, staff recommends the following City Council actions:

- 1) Approve the following project proposed to receive funding from the RMRA, as required by SB 1:
 - i. National City Blvd Street Resurfacing – provide pavement rehabilitation, grind and overlay on National City Blvd between W. 33rd Street and 16th Street (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);
 - ii. E. Plaza Blvd Street Resurfacing – provide pavement rehabilitation, grind and overlay on E. Plaza Blvd between “D” Avenue and “N” Avenue (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);
 - iii. E. 16th Street Resurfacing – provide pavement rehabilitation, grind and overlay on E. 16th Street between “D” Avenue and Highland Avenue (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);
 - iv. Mann Avenue Street Resurfacing – provide pavement rehabilitation, grind and overlay on Mann Avenue between Beta Street and Alpha Street (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);
- 2) Authorize the establishment of a Gas Tax Fund appropriation of \$1,217,771 for Fiscal Year 2022 and corresponding revenue budget for receipt of RMRA funds.

Local Streets and Roads - Projected Revenues

Estimated January 2021

	2020-21			2021-22		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
SAN DIEGO COUNTY						
CARLSBAD	2,685,698	2,056,589	4,742,287	2,955,545	2,252,350	5,207,895
CHULA VISTA	6,305,193	4,843,595	11,148,788	6,940,725	5,304,644	12,245,369
CORONADO	582,193	440,742	1,022,935	640,023	482,695	1,122,719
DEL MAR	108,959	79,432	188,392	119,382	86,993	206,375
EL CAJON	2,461,302	1,883,804	4,345,106	2,708,478	2,063,118	4,771,596
ENCINITAS	1,481,467	1,131,257	2,612,723	1,629,900	1,238,938	2,868,838
ESCONDIDO	3,554,776	2,725,777	6,280,553	3,912,427	2,985,236	6,897,664
IMPERIAL BEACH	646,952	489,836	1,136,789	711,224	536,463	1,247,687
LA MESA	1,421,903	1,085,392	2,507,295	1,564,318	1,188,708	2,753,026
LEMON GROVE	641,390	485,553	1,126,943	705,100	531,772	1,236,872
NATIONAL CITY	1,456,366	1,111,929	2,568,296	1,602,264	1,217,771	2,820,035
OCEANSIDE	4,140,727	3,176,959	7,317,686	4,557,579	3,479,365	8,036,944
POWAY	1,178,548	898,010	2,076,558	1,296,377	983,489	2,279,866
SAN DIEGO	32,948,875	25,351,499	58,300,374	36,275,266	27,764,640	64,039,907
SAN MARCOS	2,292,162	1,755,491	4,047,653	2,522,502	1,922,592	4,445,093
SANTEE	1,366,001	1,042,348	2,408,349	1,502,768	1,141,566	2,644,334
SOLANA BEACH	330,720	248,648	579,368	363,345	272,316	635,662
VISTA	2,378,515	1,820,058	4,198,573	2,617,327	1,993,304	4,610,631
County of San Diego	62,069,339	42,774,115	104,843,454	68,278,488	46,845,668	115,124,156
Total Cities & County: San Diego	128,051,087	93,401,036	221,452,123	140,903,037	102,291,629	243,194,666
SAN FRANCISCO COUNTY						
SAN FRANCISCO - City Allocation	19,361,972	15,773,508	35,135,480	21,338,779	17,274,946	38,613,725
SAN FRANCISCO - County Allocation	12,271,231	8,303,388	20,574,619	13,482,586	9,093,765	22,576,351
Total San Francisco	31,633,203	24,076,896	55,710,099	34,821,365	26,368,711	61,190,076
SAN JOAQUIN COUNTY						
ESCALON	184,813	138,574	323,387	202,838	151,765	354,602
LATHROP	581,459	445,007	1,026,467	639,342	487,366	1,126,708
LODI	1,577,440	1,218,381	2,795,821	1,735,915	1,334,355	3,070,271
MANTECA	1,932,985	1,495,154	3,428,139	2,127,460	1,637,474	3,764,934
RIPON	389,654	296,475	686,129	428,217	324,696	752,913
STOCKTON	7,268,519	5,646,646	12,915,165	8,002,982	6,184,136	14,187,118
TRACY	2,139,746	1,656,107	3,795,853	2,355,157	1,813,747	4,168,904
County of San Joaquin	16,815,889	12,951,196	29,767,085	18,518,534	14,183,985	32,702,519
Total Cities & County: San Joaquin	30,890,505	23,847,541	54,738,046	34,010,445	26,117,523	60,127,968

RESOLUTION NO. 2021-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
1) APPROVING THE FOLLOWING PROJECTS FOR FISCAL YEAR 2021-22 PROPOSED TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) THROUGH THE LOCAL STREETS AND ROADS FUNDING PROGRAM AS REQUIRED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017:
A) NATIONAL CITY BLVD STREET RESURFACING, B) E. PLAZA BLVD STREET RESURFACING, C) E. 16TH STREET RESURFACING, AND D) MANN AVENUE STREET RESURFACING; 2) AUTHORIZING THE ESTABLISHMENT OF A GAS TAX FUND APPROPRIATION OF \$1,217,771 FOR FISCAL YEAR 2022 AND CORRESPONDING REVENUE BUDGET FOR RECEIPT OF RMRA FUNDS

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$1,217,771 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the 5th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City prioritizes projects based on health and safety benefits, input from the community, project costs, schedule and available funding, and consistency with long-range planning documents and policies; and

WHEREAS, the list of projects proposed to receive funding from the RMRA were developed based on this criteria to ensure revenues are being used on high-priority and cost-effective projects that meet the community's priorities for transportation investment; and

WHEREAS, revenues received from the RMRA will greatly assist the City in increasing the overall quality and sustainability of our transportation system for the benefit of the public; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate nearly 2 miles of streets, throughout the City this year and a number of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City approves the following list of projects proposed to receive funding from the RMRA, as required by SB 1:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues:
 - 1) National City Blvd Street Resurfacing – provide pavement rehabilitation, grind and overlay on National City Blvd between W. 33rd Street and 16th Street (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);
 - 2) E. Plaza Blvd Street Resurfacing – provide pavement rehabilitation, grind and overlay on E. Plaza Blvd between "D" Avenue and "N" Avenue (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);
 - 3) E. 16th Street Resurfacing – provide pavement rehabilitation, grind and overlay on E. 16th Street between "D" Avenue and Highland Avenue (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);
 - 4) Mann Avenue Street Resurfacing – provide pavement rehabilitation, grind and overlay on Mann Avenue between Beta Street and Alpha Street (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);

PASSED and ADOPTED this 20st day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles Bell, Jr.
City Attorney

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) APPROVING THE FOLLOWING PROJECTS FOR FISCAL YEAR 2021-22 PROPOSED TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) THROUGH THE LOCAL STREETS AND ROADS FUNDING PROGRAM AS REQUIRED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017: A) NATIONAL CITY BLVD STREET RESURFACING, B) E. PLAZA BLVD STREET RESURFACING, C) E. 16TH STREET RESURFACING, AND D) MANN AVENUE STREET RESURFACING; 2) AUTHORIZING THE ESTABLISHMENT OF A GAS TAX FUND APPROPRIATION OF \$1,217,771 FOR FISCAL YEAR 2022 AND CORRESPONDING REVENUE BUDGET FOR RECEIPT OF RMRA FUNDS

WHEREAS, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of National City (“City”) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$1,217,771 in RMRA funding in Fiscal Year 2021-2022 from SB 1; and

WHEREAS, this is the 5th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City prioritizes projects based on health and safety benefits, input from the community, project costs, schedule, available funding, and consistency with long-range planning documents and policies; and

WHEREAS, the list of projects proposed to receive funding from the RMRA were developed based on this criteria to ensure revenues are being used on high-priority and cost-effective projects that meet the community’s priorities for transportation investment; and

WHEREAS, revenues received from the RMRA will greatly assist the City in increasing the overall quality and sustainability of our transportation system for the benefit of the public; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate nearly 2 miles of streets, throughout the City this year and a number of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an “at-risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

Section 1. The foregoing recitals are true and correct.

Section 2. Approves and affirms that the following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-2022 Road Maintenance and Rehabilitation Account (RMRA) revenues:

A. **National City Boulevard Street Resurfacing** – provide pavement rehabilitation, grind and overlay on National City Blvd between West 33rd Street and 16th Street (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);

B. **East Plaza Blvd Street Resurfacing** – provide pavement rehabilitation, grind and overlay on East Plaza Boulevard between “D” Avenue and “N” Avenue (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);

C. **East 16th Street Resurfacing** – provide pavement rehabilitation, grind and overlay on East 16th Street between “D” Avenue and Highland Avenue (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);

D. **Mann Avenue Street Resurfacing** – provide pavement rehabilitation, grind and overlay on Mann Avenue between Beta Street and Alpha Street (estimated construction completion by June 30, 2022 with useful life of 10 to 15 years);

Section 3: Authorizes the establishment of a Gas Tax Fund appropriation of \$1,217,771 for Fiscal Year 2022 and corresponding revenue budget for the receipt of Road Maintenance and Rehabilitation Account (RMRA) funds.

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

PASSED and ADOPTED this 20st day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles Bell, Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one \(1\) new 2021 Ford AWD Police Interceptor K8A PEG 500A in an amount not-to-exceed \\$63,360.25, due to a traffic collision that damaged a National City Police Department Patrol Vehicle beyond repair. \(Engineering /Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.:

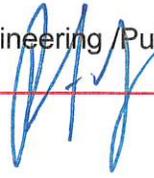
ITEM TITLE:

Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A in an amount not-to-exceed \$63,360.25, due to a traffic collision that damaged a National City Police Department Patrol Vehicle beyond repair.

PREPARED BY: Tirza Gonzales, Management Analyst II

DEPARTMENT: Engineering / Public Works

PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

644-00000-3636 (Refunds and Reimbursements) - \$53,060.25

644-411-000-511-0000 (Equipment Replacement Reserve) - \$63,360.25

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution awarding the purchase and of one (1) new 2021 Ford Police Interceptor SUV with build-out and accessories.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Quotes
3. Sole Source Letter
4. Resolution

Explanation:

On January 12, 2021, a marked National City Police Department 2015 Ford Explorer Interceptor (Patrol Vehicle) was involved in a traffic collision.

The City's Risk Management Department (Risk) and Prism, the City's insurance carrier, collectively determined that the damages to this vehicle were greater than the vehicle's actual cash value. Risk tendered a claim for the replacement costs associated with the purchase and installation of specialized additions to the marked police unit, less the salvage and deductible. The 2015 Ford Explorer Interceptor will be replaced with a 2021 Ford Explorer Interceptor, as well as replacement build-out and accessories.

The following is an itemization as to the calculation of the net reimbursement claim:

2021 Ford Police Patrol Interceptor	\$	40,476.35
AEP Patrol Build out	\$	22,245.56
SpeedPro Imaging decals (\$319.17 each side)	\$	638.34
Sub-total	\$	63,360.25
Salvage (to retain damaged vehicle for recoverable components)	\$	(300.00)
Deductible	\$	(10,000.00)
Net claim	\$	53,060.25

The City's coverage provides for the totaled vehicle's replacement costs. The responsible party's insurance company's obligation will be to reimburse the City for the vehicle's actual cash value and a portion of the city's deductible, an amount of which has yet to be determined.

As to the immediate need to replace the National City Police Department K-9 Vehicle, staff desires to purchase one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUV, as well as the replacement build-out and accessories.

Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista to allow for the purchase of one (1) Ford AWD Police Interceptor K8A PEG 500A SUV. Piggybacking allows the City to take advantage of competitively bid pricing.

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 staff has confirmed that the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego's designated Purchasing Venue, and that the procurement procedures are in substantial compliance with those of National City. Staff also confirmed by efforts made through additional purchasing channels, including Sourcewell (formerly "National Powers Joint Alliance") and National City Mile of Cars, that the County of San Diego's Purchase Order was the most cost-effective option.

Also, consistent with Section 2.60.220 of the NCMC, regarding open market purchasing procedures, allows for sole source procurement of the replacement build-out with sole source vendor, American Emergency Products (AEP) (see attached sole source letter), and for the replacement decal accessories to be purchased through SpeedPro Imaging, as the amounts of this additional accessory is less than informal bid limits.

Therefore, staff recommends adoption of a resolution waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford Police Interceptor in an amount not-to-exceed \$63,360.25.

The total not-to-exceed amount of \$63,360.25 will be offset by the net claim amount of \$53,060.25.

Ford of Chula Vista

560 Auto Park Dr
Chula Vista, Ca 91911

John Morshead
Master Certified Commercial Fleet Manager
(619)656-3311 Mobile (619)206-1033

Date: 19 March 2021
Deal/Invoice: TBD
RFQ: 2021 K8A Interceptor
Unit Price 2 of 2

To: City of National City
Attn: Ruben Huerta
2100 Hoover Avenue
City: National City State: CA Zip: 91950
Phone: (619) 496-6118
E-mail: Rhuerta@nationalcityca.gov

QTY		Unit Price	Total
1 Ea	'21 Ford AWD Police Interceptor K8A PEG 500A VIN; 1FMSK8AC-MNA----,et.seq.		\$36,389.00
1 Ea	Tu-Tone Paint Scheme COSD YZ Roof & Front Doors Applied to Standards acceptable to SD County Sheriffs Dept.		\$795.00
1 Ea	CA Sales Tax @ 8.75%		\$3,253.60
1 Ea	Ca Tire Fee @ \$1.75 per Tire		\$8.75
1 Ea	Ca Electronic Filing Fee State Mandated to dealers @ 1/1/20		\$30.00
1 Ea	Estimated CA DMV		EXEMPT
	Noted: Requested Exterior Color Code UM Agate Black FOB No Freight to be Charged Optional 3.0L Eco-Boost V6		
		Total Due:	\$40,476.35

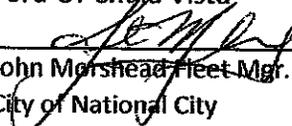
Terms: Net 30

Ford of Chula Vista

560 Auto Park Dr
Chula Vista, Ca 91911
(619)656-2500
Primary E-mail:

Wire Instructions: Chase Bank
CV Automotive Group Inc DBA Ford of Chula Vista
Routing #: 322271627
Acct #: 371980662

Ford Of Chula Vista


John Morshead Fleet Mgr.
City of National City

Designated Signer



Quotation

Date Feb 9, 2021	Page 1
Order Number QTE0029068	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 Attn: Greg Seward
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
'21 Patrol Utility Replacement		NAT11101	PT	Feb 9, 2021		NET30

Year	Make	Model	Color	State Contract #
2021	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Greg Seward 619-336-4538 Fleet Contact: Ruben Huerta 619-336-4588 ***mPower 55" Lightbar and bluePRINT Silver Package***			
1.00	SIRE00563 / ENGKTSL001	bluePRINT Silver, Central, 200watt Amp, 2 Spks, 1 Node, CP	1,291.0000	Y	1,291.00
1.00	VACC01881 / ENGLNK002	bluePRINT Link OBD2 Module, Multi FORD/ PI Utility	270.0000	Y	270.00
1.00	LBAR03275 / EMPLB00214-035	SoundOff mPower 55" Exterior Lightbar for 2020+ Ford Utility -10 YEAR warranty against lense fading -California Steady Red -Front Facing Dual Color (RW driver, B/W Pass.) -Rear Facing Dual Color -LED Alley / Scene Lighting -Rear "brake with Warn" function	1,998.0000	Y	1,998.00

Quotation continued on next page ...



Quotation

Date Feb 9, 2021	Page 2
Order Number QTE0029068	

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AEP Santee

Reference '21 Patrol Utility Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		-Hook Mount Kit for 2020 Ford Utility			
		-EOS Quote ID# QE48847, Line 1			
1.00	BKRT00091 / S249-3200	Under Hood Remote Node Mounting Bracket, 2020 Ford Utility	45.0000	Y	45.00
		Emergency Lighting			
1.00	LEDS03676 / ELUC3H010D	Universal Under Cover LED Insert, 5-Wire, Red/White (Driver side headlight assemble)	66.5000	Y	66.50
1.00	LEDS03657 / ELUC3H010E	Universal Under Cover LED Insert, 5-Wire, Blue/White (Passenger side headlight assemble)	66.5000	Y	66.50
2.00	LEDS03674 / ELUC3H010B	Universal Under Cover LED Insert, 5-Wire, Blue (Rear tail lights)	66.5000	Y	133.00
4.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit	2.5000	Y	10.00
1.00	LEDS02941 / ENT3B3D	Intersector Surface Mount LED Warning Light, Red/White (Exterior under mirror LED, driver side)	149.0000	Y	149.00
1.00	LEDS02942 / ENT3B3E	Intersector Surface Mount LED Warning Light, Blue/White (Exterior under mirror LED, passenger side)	149.0000	Y	149.00

Quotation continued on next page ...



Quotation

Date Feb 9, 2021	Page 3
Order Number QTE0029068	

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Reference '21 Patrol Utility Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	BKRT00113 / PMP2BKUMB4	Under Mirror Bracket, mPower/Intersector, 20+ Utility, Each	16.0000	Y	32.00
1.00	LEDS03386 / EMPS2STS4D	mPower Fascia LED, Stud Mount, 12-LED, Red/White (Rear 1/4 window LED, driver side facing)	98.0000	Y	98.00
1.00	LEDS03387 / EMPS2STS4E	mPower Fascia LED, Stud Mount, 12-LED, Blue/White (Rear 1/4 window LED, passenger side facing)	98.0000	Y	98.00
2.00	LEDS03567 / PMP2WSSSB	4" mPower 25-90 degree Glass Mount/Shroud, Black Qtr Glass Mount	7.5000	Y	15.00
1.00	LEDS03811 / EMPS1SLS1R	mPower 3" Stud Mount, 4-LED, Red (Liftgate open LED, driver side)	60.0000	Y	60.00
1.00	LEDS03810 / EMPS1SLS1B	mPower 3" Stud Mount, 4-LED, Blue (Liftgate open LED, passenger side)	60.0000	Y	60.00
		2020 Utility Push Bumper with Front Lighting			
1.00	LEDS02941 / ENT3B3D	Intersector Surface Mount LED Warning Light, Red/White	149.0000	Y	149.00
1.00	LEDS02942 / ENT3B3E	Intersector Surface Mount LED Warning Light, Blue/White	149.0000	Y	149.00
1.00	LEDS03192 / ENFRMS3(D)	nForce LED, D12, Red/White, Replacement Module	78.5000	Y	78.50

Quotation continued on next page ...



Quotation

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Reference '21 Patrol Utility Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	LEDS03193 / ENFRMS3(E)	nForce LED, D12, Blue/White, Replacement Module	78.5000	Y	78.50
1.00	BUMP00722 / BK0053ITU20AEP	PB450-LR Push Bumper, SoundOff nForce/Intersec, 2020 Utility ***2020 Utility Rear Lighting Option***	399.0000	Y	399.00
2.00	LEDS03504 / EMPS2STS5RBW	mPower Fascia LED, Stud Mount, 18-LED, Red/Blue/White (Mounts under rear spoiler) (Will flash Red/Blue warning, provide brake with warn function and add additional rear scene lighting with reverse.)	108.5000	Y	217.00
1.00	BKRT00074 / PMP2RS101	Under Spoiler mPower Bracket, 1-Module, 2020 Utility ***Base Electrical System / Theft Prevention***	31.5000	Y	31.50
1.00	PATC00261 / PP-PF2-BP-001-A	Patrol Power Plug-n-Play Wire Harness, Utility, BP, Primary	1,196.2500	Y	1,196.25
1.00	PATC00262 / PP-UF2-BP-001-A	Patrol Power Plug-n-Play Wire Harness, Utility, BP, Und Hood	186.7500	Y	186.75
1.00	PATC00263 / PP-BU1-SO-001-A	Patrol Power Plug-n-Play Wire Harness, Universal, Bumper	71.2500	Y	71.25
1.00	INST05636 / 2122	Cat5 Cable, 3', Blue, Exterior BOB to Splitter/Central	1.7500	Y	1.75

Quotation continued on next page ...



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Date Feb 9, 2021	Page 5
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Reference '21 Patrol Utility Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05624 / 3711	Cat5 Cable, 3', Pink, 480 Siren Amp to Central	1.7500	Y	1.75
1.00	BKRT00092 / PIU20-EQUIP-001	Electronics Mounting Plate SOS, DRV 1/4 Panel, 20+ Utility	105.0000	Y	105.00
1.00	BKRT00093 / PIU20-RADIO-KIT	Radio T/R Mounting Bracket, OEM Cubby Pocket, 20+ Utility	40.0000	Y	40.00
1.00	VACC01714 / AEP-SW-IDLE	Switch, Idle Security, Off-On	12.0000	Y	12.00
1.00	VACC00342 / 13-100	Toggle Switch, Off-On, SPST..	8.0000	Y	8.00
1.00	VACC01453 / AEP-LABEL-CARG	Switch Label Plaque, "Cargo Dome, Door-Off"	6.0000	Y	6.00
1.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/Wht,Universal (Rear Lift Gate)	52.0000	Y	52.00
		Center Equipment Console			
1.00	CONS01599 / 7170-0735-01	20+ Ford Utility Console 10"1/4.5", w/Cup Holder/Arm Rest	465.0000	Y	465.00
1.00	FACE00546 / 7160-0321	FP- Motorola APX -05 Remote Mount Radio, 3" PL 2013-05-15	0.0000	N	0.00
1.00	FACE00578 / 14619	FP- Sound Off nErgy 400 Remote Siren, 3.5"	0.0000	N	0.00

Quotation continued on next page ...



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AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
'21 Patrol Utility Replacement		NAT11101	PT	Feb 9, 2021		NET30

Year	Make	Model	Color	State Contract #
2021	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	FACE00606 / 7160-0459	FP- Motorola DEK (1-PC), 2"	0.0000	N	0.00
1.00	FACE00799 / C-PS-3	FP- (3) Contura Switch Cut-Outs, 1.5"	18.0000	Y	18.00
2.00	CONS01276 / MMBP-25	Magnetic Microphone Mount	38.0000	Y	76.00
1.00	VACC01101 / 11010	DC Power Port (Install on Passenger Side of Console)	5.0000	Y	5.00
1.00	VACC01102 / 11011	DC Power Port Cap	0.5000	Y	0.50
1.00	VACC01539 / 11019	Dual USB 2.4A Charger for Contura SW Cut-Out	18.0000	Y	18.00
1.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/White, Universal	52.0000	Y	52.00
		Brake Kill System			
1.00	VACC02277 / PP-BOM-PIU	Patrol Power Black-Out Module w/ Ford PIU Harness	350.0000	Y	350.00
		Computer Mount (Panaconic CF-33 w/ Keyboard)			
1.00	COMP01803 / DS-PAN-1112-2	CF33 Laptop/ Tablet Docking Station, Dual RF w/ Power Supply	1,299.0000	Y	1,299.00
1.00	COMP01749 / KBA-BLTX-UCNNF	TG3 Mobile Keyboard w/ Touch Pad, USB Coiled Cord	228.0000	Y	228.00

Quotation continued on next page ...



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Date Feb 9, 2021	Page 7
Order Number QTE0029068	

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Reference '21 Patrol Utility Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	CONS01677 / 7160-1346	On Dash Computer Mount	275.0000	Y	275.00
1.00	CONS01468 / 7160-0872	Offset Bracket	26.0000	Y	26.00
1.00	CONS01634 / 7160-1216-09	Mongoose XLE 9" Keyboard Motion Attachment	332.0000	Y	332.00
1.00	COMP01598 / 7160-0857	Keyboard Tray, Low Profile, Quick Release	120.0000	Y	120.00
		Radio and Data Antenna			
1.00	ANTE00968 / GP-IN2236	GPSB Sharkee Antenna kit, Cell w/ TNC, GPS w/TNC (Opt Whip)	198.0000	Y	198.00
1.00	ANTE00792 / AFGB-832	Antenna Whip (Sharkee), 760-876 MHz	26.0000	Y	26.00
1.00	ANTE00782 / C23F-5M	Radio Antenna Extension Cable, 16', Mini-UHF (MPL)	15.0000	Y	15.00
		Prisoner Transport			
1.00	PRIS01937 / PK1186ITU20-TM	10XL C2 Partition, Recessed, Poly Sliding, TM, 2020 Utility	775.0000	Y	775.00
1.00	PRIS01938 / QK0566ITU20	Transport Seat w/Poly Partition, Center Belts, 2020 Utility	1,198.0000	Y	1,198.00
1.00	PRIS01939 / WK0514ITU20H	Window Barriers, Steel Horizontal Bars, 2020 Utility	205.0000	Y	205.00

Quotation continued on next page ...



Quotation

Date Feb 9, 2021	Page 8
Order Number QTE0029068	

AEP California

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
'21 Patrol Utility Replacement		NAT11101	PT	Feb 9, 2021		NET30

Year	Make	Model	Color	State Contract #
2021	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	PRIS02211 / QK0491ITU20	TPO Floor Pan	198.0000	Y	198.00
1.00	VACC02527 / PP9640	Floor Pan VDRAIN	32.0000	Y	32.00
1.00	PRIS02036 / FRD200001-0	Latch/Window Switch BlockOff Kit, Rear Doors, 20+ PI Utility	50.0000	Y	50.00
2.00	DOME00045 / ECVDMLTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray	24.0000	Y	48.00
1.00	VACC01450 / AEP-SW-DOME1	Switch, Rear Dome Light, On-Off-On	15.0000	Y	15.00
		Front Weapon Mount			
1.00	GUNM00509 / GR2-PAR-UNIV-87	Dual Gun Rack, Univ. Partition Mount, 870 / AR15 with BLM	448.0000	Y	448.00
1.00	GUNM00513 / AR-TDP-GUARD	AR-15 Takedown Pin Guard	160.0000	Y	160.00
		Rear Cargo Storage System			
1.00	STOR00817 / PIU20-CARGO-KIT	Cargo Guard w/ Hinged EZ Access, 2020 Utility w/Setina 12VS	660.0000	Y	660.00
2.00	DOME00045 / ECVDMLTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray (Install under cargo guard)	24.0000	Y	48.00
1.00	UTIL01516 / 25614	Fire Extinguisher, 5lb ABC Dry Chem	50.0000	Y	50.00

Quotation continued on next page ...



Quotation

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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	VACC01552 / 862	- Mounted On Cargo Cover, Passenger side Heavy Duty Fire Extinguisher Mounting Bracket, Rubber Straps	50.0000	Y	50.00
		Ballistic Door Panels			
1.00	VACC02117 / AngArm-00339	Avail Ballistic Door Panel, Level IIIA, Driver 2020 Utility	879.0000	Y	879.00
1.00	VACC02118 / AngArm-00340	Avail Ballistic Door Panel, Level IIIA, Pass. 2020 Utility	879.0000	Y	879.00
		Graphics			
1.00	GRAP90001 / Graphics	National City PD Patrol Graphics Package	450.0000	Y	450.00
		Installation/ Freight			
46.00	LABO90001 / AEP INSTALL	Installation Labor Services EVT-Certified Technician Labor	70.0000	Y	3,220.00
1.00	SHOP90006 / Shop Supplies	Installation Materials / Shop Supplies	125.0000	Y	125.00
		Parts Freight/Shipping			
		Freight / Shipping		N	150.00
		Customer Supplied Equipment			

Quotation continued on next page ...



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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
---------------------	---------------------	-------------------------	--------------	-------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05685 / CSM	-Motorola APX 6500 Remote Radio Kit	0.0000	N	0.00

Thank you for the opportunity to earn your business Terms & Conditions: <ul style="list-style-type: none"> • Estimates valid for 60 days • Orders will be invoiced upon notification of completion • Returns subject to 25% restocking fee. No returns on special order items. • Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only. SIGNATURE (not required if PO/contract is issued) _____	Parts	16,647.75
	Labor / Services	3,670.00
	Trans / Trip / Fee	0.00
	Shipping	150.00
	Order Discount	0.00
	Subtotal	20,467.75
	Total sales tax	1,777.81
	Total order	22,245.56



6354 Riverdale street
 San Diego, CA 92120
 (619) 677-3634

ESTIMATE

EST-20433

Payment Terms: Net 30

Created Date: 3/2/2021

DESCRIPTION: 2021 Police Interceptor Ford - Vin:

Bill To: City Of National City
 1243 National City Boulevard
 National City, CA 91950
 US

Pickup At: SpeedPro Imaging-Mission Valley
 6354 Riverdale street
 San Diego, CA 92120
 US

Requested By: Ruben Huerta
 Email: rhuerta@nationalcityca.gov

Salesperson: House SpeedPro Imaging-Mission Valley
 Entered By: Jessica Alarcon

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Police 2021 Ford Explorer - Vehicle Vinyl to approved mock up, install included	1	\$307.00	\$307.00

Subtotal:	\$307.00
Taxes:	\$12.17
Grand Total:	\$319.17

This estimate is valid for two weeks. Changes, additions and deletions to the estimate may result in additional charges. The estimate is based on print-ready files. Design is available at an hourly rate. Sales tax will be added to the invoice unless a Sales Tax Exemption Certificate is on file.

Acceptance of the estimate authorizes SpeedPro Imaging to initiate production. Generally, a deposit of 50% is also required. All amounts are due upon delivery of the products unless other arrangements have been formally agreed upon.

Manufacturer Warranties covering adhesion and durability of the adhesive films may exist. However, SpeedPro does not guarantee adhesion of films to substrates not provided by SpeedPro and is not responsible for unusual wear and tear due to external forces such as power washing or car wash systems.

....ESTIMATE ONLY....

Any changes to this estimate will result in price changes. Completion will vary based on the date you place your order! Please let us know if you have a specific due date.



March 25, 2020

National City Police Department
Greg Seward, Lieutenant
1200 National City Blvd,
National City, CA 91950

RE: Supporting Sole Source Information for Patrol Power Customized "Plug and Play" Wiring Harness Systems

Dear Lt. Seward:

This letter is to follow up on our previous meeting, and provide additional supporting technical specifications to the customized wire harness solutions for your in-house police vehicle fleet upfitting service. Here are a few answers to questions that may be asked by your procurement department.

What is it?: Patrol Power customized and NCPD proprietary plug-and-play wire harness systems for police vehicles.

Why do you need to acquire these goods or services?: The use of a complete harness system will greatly improve vehicle installation turn-around times, system reliability and consistency. Additionally the wire harness systems include complete documentation packages for ease of service. Below are a few of the benefits implementing a Patrol Power plug-and-play harness will provide to the Fleet Operations:

- Improve vehicle installation turn-around times by an estimated 8-10 hours per vehicle.
- Improve installation consistence as vehicles will not be "individually" wired
- Improve installation quality
- Provide a repeatable process for fleet consistence regardless of a changing technician workforce
- Provide an electrical foundation for upcoming technology
- Provide complete electrical schematics for ease of service
- Provide a centralized fuse module with power management to preserve battery life

How will it be used?: The plug and play harness will be used and installed in all vehicle new vehicle builds. A variation of the harness can be utilized to retrofit vehicles already in service.

Were alternative goods or services evaluated?: The wiring systems in police vehicles are customized and designed for agency specific applications. No "off-the-shelf" products are available for evaluation.


10729 Wheatlands Ave.
Suite C
Santee CA 92071


619-596-1925 (Office)
619-997-6213 (Mobile)


patrick.trampus@aep-na.com


Patrol-Power.com



Why can only this vendor provide these goods or services?: Patrol Power has been serving the public safety industry since 2002, and is the industry leader in complete vehicle electrical systems. National City Fleet operations has reached out to other companies claiming to produce similar products, with no meeting follow-up or design process. Patrol Power has designed a complete plug-and-play wire harness system compatible with NCPD's police vehicles. Patrol Power is the only company who has produced an NCPD specific solution.

What would be the impact if this sole source / goods or services, is not approved?: If this sole source is not approved, it will have a negative impact on the fleet operations' ability to provide quality vehicles in a timely matter. Below are a few of the negative effects:

- Increased vehicle turn-around time and build costs. (estimated at 8-10 hours)
- Increased vehicle downtime with future repairs.

Additional technical specifications and requirements:

1. The wire harness system must be complete and all encompassing by including all of the required emergency response equipment wiring in the harness loom. No additional wires will be required to complete the circuits and connections.
 - a. This includes all ground circuits, power distribution and interconnect circuits.
 - b. The only allowable exception will be for data cables and RF co-axial cables such as radios control heads, radio antenna, radar antennas, and computer data antennas.
2. All wiring must be automotive cross-link polyethylene (XLPE) type wire with GXL thin wall insulation. TXL extra thin wall insulation may not be used in any Underhood environment, as it does not satisfy Ford Motor Company's requirements. All wiring must meet or exceed the following specifications:
 - a. SAE J1128-GXL
 - b. Temperature range of: -60deg F to 257deg F
 - c. Stranded bare copper
 - d. All wiring must be color coded and function printed. No repeats in wire identification will be permitted.
 - e. Wires of the same primary color, but with different function must be identified with a colored stripe / tracer, in addition to the function printing.
3. All wiring bundles within the vehicle will be taped with anti-abrasion cloth tape to minimize bundle diameter and provide a flexible yet tightly bundled harness. The use of protective split-loom conduit will be utilized where appropriate to avoid wire chaffing.
4. All wiring located in the vehicle's Underhood must be protected with nylon corrugated split-loom. The loom must meet or exceed the following specifications:
 - a. Nylon material meeting Delphi Packard M-2170 and ASTM D4066 specifications
 - b. Temperature range of: -40deg F to 257deg F


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 619-997-6213 (Mobile)


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 Patrol-Power.com



5. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an existing OEM connector. This includes but is not limited to the following:
 - a. GM's "6J3" upfitter connector located at the center dash
 - b. GM's "Speaker" pass through connector located near the starting battery.
 - c. GM's Horn interface located with the upfitter harness
 - d. GM's passenger side spot light

6. Automotive connectors must be pre-installed on any harness breakout which is to connect to a component commonly removed for vehicle service. This includes but is not limited to the following:
 - a. Vehicle push bumper mounted warning lights
 - b. Push bumper mounted scene /Off-Road light
 - c. Siren speaker(s)
 - d. Fog mounted / lower air damn mounted LED's
 - e. Rear lift gate trim panel mounted LED's (dome light / lift gate open LED's)
 - f. Rear side ¼ window LED's if mounted to interior trim panel

7. All automotive connectors must be of premium quality and construction. All terminal crimps must be performed with the appropriate factory tooling. Any open cavity in a connector body must be sealed with an appropriate blank circuit plug. With exception to the matching mating connectors for OEM components and aftermarket emergency component, the following are the only acceptable connectors for use within the harness:
 - a. Molex MX150 Sealed connector system
 - i. Tested to IEC IP6K7 and IP6K9K standards
 - ii. SAE USCAR-2
 - iii. Environmentally sealed
 - iv. Temperature range of: -40deg F to 257deg F
 - v. 22-amps per circuit

 - b. Molex ML-XT Series
 - i. Tested to IEC IP68 and IP69K standards
 - ii. SAE J2030
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

 - c. Amphenol AT Series
 - i. Tested to IEC IP69K standards
 - ii. RoHS compliant
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

8. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an aftermarket emergency component. Not required for components with "flying leads" such as mPower LED's. This includes but is not limited to the following:



- a. bluePRINT central controller
 - b. bluePRINT 480 amp / relay module
 - c. bluePRINT remote node
 - d. Console switches
 - e. SoundOff 6" round dome lights
9. The harness shall be constructed as to completely eliminate unnecessary wire splices. Splices shall only be permitted when splitting a circuit or connecting to a component with a non-removeable wire pigtail.
 10. A master disconnect circuit breaker shall be installed on the sole main power input cable. The breakers shall serve as a master disconnect for all aftermarket equipment. The breaker shall mount to the vehicle with use of a vehicle specific bracket to insure consistent placement.
 11. The main power input cable shall be electrically connected to the auxiliary battery (if equipped)
 12. The harness must include a centralized fuse / power distribution module. The module must be fully weatherized if installed in a location susceptible to environmental intrusions and/or excessive temperatures.
 13. The power distribution module must include a serviceable / removeable relay capable of at least 70-amps of current. The relay is to be controlled via the SoundOff bluePRINT system for time, voltage and load shedding capability. The relay's output shall provide a switched 12V to selectable fused circuits within the power distribution module.

I hope that you have found this document useful. Please contact me should you have any questions and my team and I will be happy to assist.

Best regards,

Patrick Trampus

Patrick Trampus, Area Sales Manager



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RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 AND SECTION 2.60.220, REGARDING COOPERATIVE PURCHASING AND OPEN MARKET PROCEDURE RESPECTIVELY, AND AUTHORIZING THE PURCHASING AND ACCESSORIZING OF ONE (1) NEW 2021 FORD AWD POLICE INTERCEPTOR K8A PEG 500A IN AN AMOUNT NOT-TO-EXCEED \$63,360.25

WHEREAS, on January 12, 2021, a marked City of National City (“City”) Police Department 2015 Ford Explorer Interceptor (Patrol Vehicle) was involved in a traffic collision; and

WHEREAS, the City’s Risk Management Department (“Risk”) and the City’s insurance carrier, collectively determined that the damages to this vehicle were greater than the vehicle’s actual cash value; and

WHEREAS, the City’s Engineering and Public Works Department desires to purchase one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUV, as well as the replacement build-out and accessories; and

WHEREAS, Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, there is an opportunity to piggyback onto the County of San Diego’s Purchase Order 562779-0 with Ford of Chula Vista to allow for the purchase of one (1) Ford AWD Police Interceptor K8A PEG 500A SUV; 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

WHEREAS, the City’s Purchasing staff has confirmed that the County of San Diego’s Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego’s designated Purchasing Venue, and that the procurement procedures are in substantial compliance with those of National City; and

WHEREAS, consistent with Section 2.60.220 of the National City Municipal Code, regarding open market purchasing procedures, allows for sole source procurement of the replacement build-out with sole source vendor, American Emergency Products (“AEP”), and for the replacement decal accessories to be purchased through SpeedPro Imaging, as the amounts of this additional accessory is less than informal bid limits; and

WHEREAS, City staff recommends adoption of a resolution waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford Police Interceptor in an amount not-to-exceed of \$63,360.25 by utilizing a “Piggyback Contract” onto the County of San Diego’s Purchase Order 562779-0.

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

Section 1: Affirm the Purchasing agent’s determination that the County of San Diego’s Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego’s designated Purchasing Venue, and that the procurement procedures are in substantial compliance with those of the City.

Section 2: Waive the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizes the purchasing and accessorizing of one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A in an amount not-to-exceed of \$63,360.25, due to a traffic collision that damaged a National City Police Department Patrol Vehicle beyond repair.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one \(1\) new 2021 Ford AWD Police Interceptor K8A PEG 500A in an amount not-to-exceed \\$67,111.33, due to a traffic collision that damaged a National City Police Department K-9 Vehicle beyond repair. \(Engineering /Public Works\)](#)

Please scroll down to view the backup material.

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

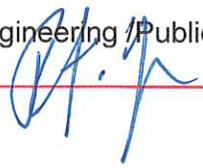
MEETING DATE: April 20, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A in an amount not-to-exceed \$67,111.33, due to a traffic collision that damaged a National City Police Department K-9 Vehicle beyond repair.

PREPARED BY: Tirza Gonzales, Management Analyst II
PHONE: 619-336-4318

DEPARTMENT: Engineering / Public Works
APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

644-00000-3636 (Refunds and Reimbursements) - \$56,811.33 and any additional offset amount received by the responsible party at claim settlement.

644-411-000-511-0000 (Equipment Replacement Reserve) - \$67,111.33

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution awarding the purchase and of one (1) new 2021 Ford Police Interceptor SUV with build-out and accessories.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Quotes
3. Sole Source Letter
4. Resolution

Explanation:

On January 23, 2021, a marked National City Police Department 2015 Ford Explorer Interceptor (K-9 Patrol Vehicle) was involved in a traffic collision.

The City's Risk Management Department (Risk) and Prism, the City's insurance carrier, collectively determined that the damages to this vehicle were greater than the vehicle's actual cash value. Risk tendered a claim for the replacement costs associated with the purchase and installation of specialized additions to the marked police unit, less the salvage and deductible. The 2015 Ford Explorer Interceptor will be replaced with a 2021 Ford Explorer Interceptor, as well as replacement build-out and accessories.

The following is an itemization as to the calculation of the net reimbursement claim:

2021 Ford Police K-9 Interceptor	\$	40,476.35
AEP K-9 Build out	\$	25,548.26
True Customs tint shop	\$	448.38
SpeedPro Imaging decals (\$319.17 each side)	\$	638.34
Sub-total	\$	67,111.33
Salvage (to retain damaged vehicle for recoverable components)	\$	(300.00)
Deductible	\$	(10,000.00)
Net claim	\$	56,811.33

The City's coverage provides for the totaled vehicle's replacement costs. The responsible party's insurance company's obligation will be to reimburse the City for the vehicle's actual cash value and a portion of the city's deductible, an amount of which has yet to be determined.

As to the immediate need to replace the National City Police Department K-9 Vehicle, staff desires to purchase one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUV, as well as the replacement build-out and accessories.

Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista to allow for the purchase of one (1) Ford AWD Police Interceptor K8A PEG 500A SUV. Piggybacking allows the City to take advantage of competitively bid pricing.

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 staff has confirmed that the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego's designated Purchasing Venue, and that the procurement procedures are in substantial compliance with those of National City. Staff also confirmed by efforts made through additional purchasing channels, including Sourcewell (formerly "National Powers Joint Alliance") and National City Mile of Cars, that the County of San Diego's Purchase Order was the most cost-effective option.

Also, consistent with Section 2.60.220 of the NCMC, regarding open market purchasing procedures, allows for sole source procurement of the replacement build-out with sole source vendor, American Emergency Products (AEP) (see attached sole source letter), and for the replacement accessories of tint and decals to be purchased through True Custom and SpeedPro Imaging respectively, as the amounts of these additional accessories are less than informal bid limits.

Therefore, staff recommends adoption of a resolution waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford Police Interceptor in an amount not-to-exceed \$67,111.33.

The total not-to-exceed amount of \$67,111.13 will be offset by the net claim amount of \$56,811.33. An additional offset amount may be received by the responsible party at claim settlement.

Ford of Chula Vista

560 Auto Park Dr
Chula Vista, Ca 91911

John Morshead
Master Certified Commercial Fleet Manager
(619)656-3311 Mobile (619)206-1033

Date: 19 March 2021
Deal/Invoice: TBD
RFQ: 2021 K8A Interceptor
Unit Price 1 of 2

To: City of National City
Attn: Ruben Huerta
2100 Hoover Avenue
City: National City State: CA Zip: 91950
Phone: (619) 496-6118
E-mail: Rhuerta@nationalcityca.gov

QTY		Unit Price	Total
1 Ea	'21 Ford AWD Police Interceptor K8A PEG 500A VIN; 1FM5K8AC-MNA-----,et.seq.		\$36,389.00
1 Ea	Tu-Tone Paint Scheme COSD YZ Roof & Front Doors Applied to Standards acceptable to SD County Sheriffs Dept.		\$795.00
1 Ea	CA Sales Tax @ 8.75%		\$3,253.60
1 Ea	Ca Tire Fee @ \$1.75 per Tire		\$8.75
1 Ea	Ca Electronic Filing Fee State Mandated to dealers @ 1/1/20		\$30.00
1 Ea	Estimated CA DMV		EXEMPT
	Noted: Requested Exterior Color Code UM Agate Black FOB No Freight to be Charged Optional 3.0L Eco-Boost V6		
		Total Due:	\$40,476.35

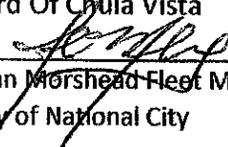
Terms: Net 30

Ford of Chula Vista

560 Auto Park Dr
Chula Vista, Ca 91911
(619)656-2500
Primary E-mail:

Wire Instructions: Chase Bank
CV Automotive Group Inc DBA Ford of Chula Vista
Routing #: 322271627
Acct #: 371980662

Ford Of Chula Vista


John Morshead Fleet Mgr.,
City of National City

Designated Signer



Quotation

Date Feb 9, 2021	Page 1
Order Number QTE0029067	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 Attn: Greg Seward
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Greg Seward 619-336-4538 Fleet Contact: Ruben Huerta 619-336-4588 ***mPower 55" Lightbar and bluePRINT Silver Package***			
1.00	SIRE00563 / ENGKSL001	bluePRINT Silver, Central, 200watt Amp, 2 Spks, 1 Node, CP	1,291.0000	Y	1,291.00
1.00	VACC01881 / ENLNK002	bluePRINT Link OBD2 Module, Multi FORD/ PI Utility	270.0000	Y	270.00
1.00	LBAR03275 / EMPLB00214-035	SoundOff mPower 55" Exterior Lightbar for 2020+ Ford Utility -10 YEAR warranty against lense fading -Dual Color Corner Modules (R/W driver, B/W Pass.) -California Steady Red -Front Facing Dual Color (R/W driver, B/W Pass.) -Rear Facing Dual Color -LED Alley / Scene Lighting	1,998.0000	Y	1,998.00

Quotation continued on next page ...



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AEP California

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
'21 Patrol Utility K9 Replacement		NAT11101	PT	Feb 9, 2021		NET30

Year	Make	Model	Color	State Contract #
2021	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	BKRT00091 / S249-3200	-Rear "brake with Warn" function -Hook Mount Kit for 2020 Ford Utility -EoS Quote ID# QE48847, Line 1 Under Hood Remote Node Mounting Bracket, 2020 Ford Utility	45.0000	Y	45.00
1.00	LEDS03676 / ELUC3H010D	***Emergency Lighting*** Universal Under Cover LED Insert, 5-Wire, Red/White - Driver Side Headlight Housing	66.5000	Y	66.50
1.00	LEDS03657 / ELUC3H010E	Universal Under Cover LED Insert, 5-Wire, Blue/White - Passenger Side Headlight Housing	66.5000	Y	66.50
2.00	LEDS03674 / ELUC3H010B	Universal Under Cover LED Insert, 5-Wire, Blue - Rear Brake Light Housing	66.5000	Y	133.00
4.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit	2.5000	Y	10.00
1.00	LEDS02941 / ENT3B3D	Intersector Surface Mount LED Warning Light, Red/White - Exterior Under Mirror LED, Driver Side	149.0000	Y	149.00

Quotation continued on next page ...



Quotation

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AEP California

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Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	LEDS02942 / ENT3B3E	Intersector Surface Mount LED Warning Light, Blue/White - Exterior Under Mirror LED, Passenger Side	149.0000	Y	149.00
2.00	BKRT00113 / PMP2BKUMB4	Under Mirror Bracket, mPower/Intersector, 20+ Utility, Each	16.0000	Y	32.00
1.00	LEDS03386 / EMPS2STS4D	mPower Fascia LED, Stud Mount, 12-LED, Red/White - Rear 1/4 window LED, driver side facing	98.0000	Y	98.00
1.00	LEDS03387 / EMPS2STS4E	mPower Fascia LED, Stud Mount, 12-LED, Blue/White - Rear 1/4 window LED, Passenger Side	98.0000	Y	98.00
2.00	LEDS03567 / PMP2WSSSB	4" mPower 25-90 degree Glass Mount/Shroud, Black - Brackets Rear 1/4 window LED's	7.5000	Y	15.00
1.00	LEDS03811 / EMPS1SLS1R	mPower 3" Stud Mount, 4-LED, Red - Liftgate Open LED, Driver Side	60.0000	Y	60.00
1.00	LEDS03810 / EMPS1SLS1B	mPower 3" Stud Mount, 4-LED, Blue - Liftgate Open LED, Passenger Side	60.0000	Y	60.00
1.00	LEDS02941 / ENT3B3D	Intersector Surface Mount LED Warning Light, Red/White ***2020 Utility Push Bumper with Front Lighting***	149.0000	Y	149.00

Quotation continued on next page ...



Quotation

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AEP California

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Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	LEDS02942 / ENT3B3E	Intersector Surface Mount LED Warning Light, Blue/White	149.0000	Y	149.00
1.00	LEDS03192 / ENFRMS3(D)	nForce LED, D12, Red/White, Replacement Module	78.5000	Y	78.50
1.00	LEDS03193 / ENFRMS3(E)	nForce LED, D12, Blue/White, Replacement Module	78.5000	Y	78.50
1.00	BUMP00722 / BK0053ITU20AEP	PB450-LR Push Bumper, SoundOff nForce/Intersec, 2020 Utility ***2020 Utility Rear Lighting Option***	399.0000	Y	399.00
2.00	LEDS03504 / EMPS2STS5RBW	mPower Fascia LED, Stud Mount, 18-LED, Red/Blue/White (Mounts under rear spoiler) (Will flash Red/Blue warning, provide brake with warn function and add additional rear scene lighting with reverse.)	108.5000	Y	217.00
1.00	BKRT00074 / PMP2RS101	Under Spoiler mPower Bracket, 1-Module, 2020 Utility ***Base Electrical System / Theft Prevention***	31.5000	Y	31.50
1.00	PATC00261 / PP-PF2-BP-001-A	Patrol Power Plug-n-Play Wire Harness, Utility, BP, Primary	1,196.2500	Y	1,196.25
1.00	PATC00262 / PP-UF2-BP-001-A	Patrol Power Plug-n-Play Wire Harness, Utility, BP, Und Hood	186.7500	Y	186.75

Quotation continued on next page ...



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AEP Santee

Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	PATC00263 / PP-BU1-SO-001-A	Patrol Power Plug-n-Play Wire Harness, Universal, Bumper	71.2500	Y	71.25
1.00	INST05636 / 2122	Cat5 Cable, 3', Blue, Exterior BOB to Splitter/Central	1.7500	Y	1.75
1.00	INST05624 / 3711	Cat5 Cable, 3', Pink, 480 Siren Amp to Central	1.7500	Y	1.75
1.00	BKRT00092 / PIU20-EQUIP-001	Electronics Mounting Plate SOS, DRV 1/4 Panel, 20+ Utility	105.0000	Y	105.00
1.00	BKRT00093 / PIU20-RADIO-KIT	Radio T/R Mounting Bracket, OEM Cubby Pocket, 20+ Utility	40.0000	Y	40.00
1.00	VACC01714 / AEP-SW-IDLE	Switch, Idle Security, Off-On	12.0000	Y	12.00
1.00	VACC00342 / 13-100	Toggle Switch, Off-On, SPST..	8.0000	Y	8.00
1.00	VACC01453 / AEP-LABEL-CARC	Switch Label Plaque, "Cargo Dome, Door-Off"	6.0000	Y	6.00
1.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/Wht, Universal (Rear Lift Gate)	52.0000	Y	52.00
		Center Equipment Console			
1.00	CONS01599 / 7170-0735-01	20+ Ford Utility Console 10"/4.5", w/Cup Holder/Arm Rest	465.0000	Y	465.00
1.00	FACE00546 / 7160-0321	FP- Motorola APX -05 Remote Mount Radio, 3"	0.0000	N	0.00

Quotation continued on next page ...



Quotation

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Ship To:

AEP Santee

Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
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Year 2021	Make Ford	Model Utility	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		PL 2013-05-15			
1.00	FACE00578 / 14619	FP- Sound Off nErgy 400 Remote Siren, 3.5"	0.0000	N	0.00
1.00	FACE00606 / 7160-0459	FP- Motorola DEK (1-PC), 2"	0.0000	N	0.00
1.00	FACE00799 / C-PS-3	FP- (3) Contura Switch Cut-Outs, 1.5"	23.0000	Y	23.00
2.00	CONS01276 / MMBP-25	Magnetic Microphone Mount	38.0000	Y	76.00
1.00	VACC01101 / 11010	DC Power Port (Install on Passenger Side of Console)	5.0000	Y	5.00
1.00	VACC01102 / 11011	DC Power Port Cap	0.5000	Y	0.50
1.00	VACC01539 / 11019	Dual USB 2.4A Charger for Contura SW Cut-Out	18.0000	Y	18.00
1.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/White, Universal - Front Passenger Compartment Dome	52.0000	Y	52.00
		Brake Kill System			
1.00	VACC02277 / PP-BOM-PIU	Patrol Power Black-Out Module w/ Ford PIU Harness ***Computer Mount (Panaconic CF-33 w/ Keyboard)***	350.0000	Y	350.00

Quotation continued on next page ...



Quotation

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AEP California

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 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 Attn: Greg Seward
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
---	------------------	---------------------------------	--------------------------	----------------------------------	-----------------	-----------------------

Year 2021	Make Ford	Model Utility	Color	State Contract # NA
---------------------	---------------------	-------------------------	--------------	-------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	COMP01803 / DS-PAN-1112-2	CF33 Laptop/ Tablet Docking Station, Dual RF w/ Power Supply	1,299.0000	Y	1,299.00
1.00	COMP01749 / KBA-BLTX-UCNNF	TG3 Mobile Keyboard w/ Touch Pad, USB Coiled Cord	228.0000	Y	228.00
1.00	CONS01677 / 7160-1346	On Dash Computer Mount	275.0000	Y	275.00
1.00	CONS01468 / 7160-0872	Offset Bracket	26.0000	Y	26.00
1.00	CONS01634 / 7160-1216-09	Mongoose XLE 9" Motion Attachment	332.0000	Y	332.00
1.00	COMP01598 / 7160-0857	Keyboard Tray, Low Profile, Quick Release	120.0000	Y	120.00
		Radio and Data Antenna			
1.00	ANTE00968 / GP-IN2236	GPSB Sharkee Antenna kit, Cell w/ TNC, GPS w/TNC (Opt Whip)	198.0000	Y	198.00
1.00	ANTE00792 / AFGB-832	Antenna Whip (Sharkee), 760-876 MHz	26.0000	Y	26.00
1.00	ANTE00782 / C23F-5M	Radio Antenna Extension Cable, 16', Mini-UHF (MPL)	15.0000	Y	15.00
		K9 Transport and Deployment System			
1.00	K9AD00509 / K9-F28-1-B	2020 Ford Utility K9 Transport System, Black	2,395.0000	Y	2,395.00

Quotation continued on next page ...



Quotation

Date Feb 9, 2021	Page 8
Order Number QTE0029067	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 Attn: Greg Seward
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
---	------------------	---------------------------------	--------------------------	----------------------------------	-----------------	-----------------------

Year 2021	Make Ford	Model Utility	Color	State Contract # NA
---------------------	---------------------	-------------------------	--------------	-------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	K9AD00518 / K9-A-110-B	Headliner Protection Inserts, Black	160.0000	Y	160.00
1.00	K9AD00418 / WGI007335	Havis K9 Kennel Window Guard Fan Adapter	39.0000	Y	39.00
1.00	K9AD00347 / SUM-G4901S	10" Electric Cooling Fan, Push/Pull, 666 CFM	85.0000	Y	85.00
1.00	K9AD00492 / K9A13145	K9 No-Spill Water Bowl Assembly	39.0000	Y	39.00
1.00	K9AD00029 / F3	K9 Deployment and Heat Alert System w/Pager	1,299.0000	Y	1,299.00
2.00	UTIL01075 / 9416K74	10 mm Steel Ball Socket for M6 Thread Gas Spring with Thread	3.5000	Y	7.00
1.00	VACC02296 / 9416K2-60	Gas Spring for K9 Door on 2020+ Utility w/ Havis, 22.36" 60l	34.0000	Y	34.00
1.00	UTIL01654 / 0717148	Spring for K9 Door Solenoid of Ford SUV	8.0000	Y	8.00
1.00	K9AD00363 / AEP-UV-K9-BKT	Door Latch Cable Bracket for K9 Release	12.0000	Y	12.00
1.00	VACC01450 / AEP-SW-DOME1	Switch, Rear Dome Light, On-Off-On	12.0000	Y	12.00
1.00	TINT90001 / Window Tint	Window Tint Solar Control: Front Windows: 35%	295.0000	Y	295.00

Quotation continued on next page ...



Quotation

Date Feb 9, 2021	Page 9
Order Number QTE0029067	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 Attn: Greg Seward
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
---	------------------	---------------------------------	--------------------------	----------------------------------	-----------------	-----------------------

Year 2021	Make Ford	Model Utility	Color	State Contract # NA
---------------------	---------------------	-------------------------	--------------	-------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Rear Side Doors/Rear Cargo: 5% LIMO			
		Front Weapon Mount			
1.00	GUNM00690 / GR2-K9-UNIV-870	Dual Gun Rack, K9 Vertical Mount, 870 / AR15 with BLM	448.0000	Y	448.00
1.00	GUNM00513 / AR-TDP-GUARD	AR-15 Takedown Pin Guard	160.0000	Y	160.00
		Rear Cargo Storage System			
1.00	VACC02123 / TK0841ITU20	Setina 2 Drawer, Sliding, Top Combo Lock, Elevated, 2020 PIU	1,248.0000	Y	1,248.00
1.00	BKRT00117 / PIU20-BXK9ADPT	Brackets for Setina Strong Box w/ Havis K9 Kennel, 20+ PIU	150.0000	Y	150.00
1.00	UTIL01516 / 25614	Fire Extinguisher, 5lb ABC Dry Chem	50.0000	Y	50.00
1.00	VACC01552 / 862	Heavy Duty Fire Extinguisher Mounting Bracket, Rubber Straps	50.0000	Y	50.00
1.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/White, Universal (Cargo Headliner)	52.0000	Y	52.00
		Ballistic Door Panels			

Quotation continued on next page ...



Quotation

Date Feb 9, 2021	Page 10
Order Number QTE0029067	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
 Attn: Greg Seward
 1200 National City Blvd
 National City, CA 91950-6530

Ship To:

AEP Santee

Reference '21 Patrol Utility K9 Replacement	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 9, 2021	Ship Via	Terms NET30
---	------------------	---------------------------------	--------------------------	----------------------------------	-----------------	-----------------------

Year 2021	Make Ford	Model Utility	Color	State Contract # NA
---------------------	---------------------	-------------------------	--------------	-------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	VACC02117 / AngArm-00339	Avail Ballistic Door Panel, Level IIIA, Driver 2020 Utility	879.0000	Y	879.00
1.00	VACC02118 / AngArm-00340	Avail Ballistic Door Panel, Level IIIA, Pass. 2020 Utility	879.0000	Y	879.00
		Graphics			
1.00	GRAP90001 / Graphics	National City PD Patrol Graphics Package	450.0000	Y	450.00
1.00	GRAP90014 / Graphics	Add K9 Specific	100.0000	Y	100.00
		Installation/ Freight			
50.00	LABO90001 / AEP INSTALL	Installation Labor Services EVT-Certified Technician Labor	70.0000	Y	3,500.00
1.00	SHOP90006 / Shop Supplies	Installation Materials / Shop Supplies	125.0000	Y	125.00
		Parts Freight/Shipping			
		Freight / Shipping		N	200.00
		Customer Supplied Equipment			
1.00	INST05685 / CSM	-Motorola APX 6500 Remote Radio Kit	0.0000	N	0.00

Thank you for the opportunity to earn your business Terms & Conditions: <ul style="list-style-type: none"> • Estimates valid for 60 days • Orders will be invoiced upon notification of completion • Returns subject to 25% restocking fee. No returns on special order items. • Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only. SIGNATURE (not required if PO/contract is issued) _____	Parts	19,358.75
	Labor / Services	3,950.00
	Trans / Trip / Fee	0.00
	Shipping	200.00
	Order Discount	0.00
	Subtotal	23,508.75
	Total sales tax	2,039.51
	Total order	25,548.26



TRUE CUSTOMS
 1316 NATIONAL CITY BLVD
 NATIONAL CITY, CA, 91950
 www.sdtruecustoms.com

Phone# (619)434-8772
 Fax:(619)434-8781
 sales@sdtruecustoms.com
 BAR : ARD00287061

NAME: NATIONAL City PHONE (619) 454-1114

E-Mail: _____ SALES REP: _____ INVOICE: _____

MAKE	MODEL	YEAR	MILEAGE	LIC. PLATE
FORD	EXPLORE	2021		

DESCRIPTION OF WORK:

Sublet To:

DESCRIPTION OF WORK:	QTY/ HRS	CONDITION *	LABOR COST	PRICE
TINT WINDOWS				250 ⁰⁰
Hip Smurf				
LIFE TIME WARRANTY				
ESTIMATE				

CONDITION* N= New // U=Used // R= Refurbish // D= Damage

DEPOSIT: _____ BALANCE: _____

Additional Cost: _____ Authorize By: _____ Reviso Estimate: _____

Description: _____

Authorize By: _____ P# _____ Date _____ Time: _____

SUBTOTAL	PARTS	250 ⁰⁰
SUB TOTAL	LABOR	176 ⁵⁰
SALES	TAX	21. ⁸⁸
TOTAL		448. ³⁸

COPY

PAYMENT TERMS: CASH DEBIT C.C Finance Paypal

I hereby authorize the repair work to be done along with the necessary materials. You and your employees may operate vehicle for the purpose of testing, inspection or delivery at my own risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, accidents or any other cause beyond your control.

A \$45.00 PER DAY storage fee will be a charge for any car left over 3 day after completion.

All sales are final! There are no returns or refunds. No refunds or returns on special orders or cancellation on any financing.

Any item left over 14 days becomes the property of true Customs.

In an event of return with manager's approval, there will be a 35% restocking fee. All refunds will be mailed via US mail within 14 days of return item.

Any wheels and tires left at True Customs after 3 days will be sent for recycling there are no exceptions. Warranty will be under

Manufacturer's specifications unless stated in writing on the purchase order referenced above; **NO WARRANTY On used merchandise or refunds**

No Warranty on product provided by customer or any other than True Customs on parts and labor.

I authorize True Customs to do a multi point service inspection on my vehicle at no additional charge if necessary.

Signature _____
 AUTHORIZED BY: _____

DATE: _____

COMPLETION CERTIFICATE:

GUARANTEE OF PAYMENT:

I HAVE INSPECTED MY VEHICLE AND AM SATISFIED THAT THIS SHOP HAS COMPLETED THE SERVICES ON THE REPAIR ORDER REFERENCED ABOVE.
 I HAVE ALSO RECEIVED A COPY OF THIS REPAIR ORDER.

X _____ DATE: _____

I AGREE THAT IF ANY OBLIGATIONS FOR REPAIRS, PARTS OR OTHER MATERIALS IS NOT PAID WHEN DUE OR IF SUIT BROUGHT FOR PAYMENT ON THIS CHECK OR ANY REPAIR HERETO. I SHALL PAY ALL REASONABLE COST OF COLLECTION INCLUDING ATTORNEY FEES, COURT COSTS INTEREST AND ALL OTHER MONIES PROVIDED BY LAW.

X _____



6354 Riverdale street
 San Diego, CA 92120
 (619) 677-3634

ESTIMATE

EST-20433

Payment Terms: Net 30

Created Date: 3/2/2021

DESCRIPTION: 2021 Police Interceptor Ford - Vin:

Bill To: City Of National City
 1243 National City Boulevard
 National City, CA 91950
 US

Pickup At: SpeedPro Imaging-Mission Valley
 6354 Riverdale street
 San Diego, CA 92120
 US

Requested By: Ruben Huerta
 Email: rhuerta@nationalcityca.gov

Salesperson: House SpeedPro Imaging-Mission Valley
 Entered By: Jessica Alarcon

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Police 2021 Ford Explorer - Vehicle Vinyl to approved mock up, install included	1	\$307.00	\$307.00

Subtotal:	\$307.00
Taxes:	\$12.17
Grand Total:	\$319.17

This estimate is valid for two weeks. Changes, additions and deletions to the estimate may result in additional charges. The estimate is based on print-ready files. Design is available at an hourly rate. Sales tax will be added to the invoice unless a Sales Tax Exemption Certificate is on file.

Acceptance of the estimate authorizes SpeedPro Imaging to initiate production. Generally, a deposit of 50% is also required. All amounts are due upon delivery of the products unless other arrangements have been formally agreed upon.

Manufacturer Warranties covering adhesion and durability of the adhesive films may exist. However, SpeedPro does not guarantee adhesion of films to substrates not provided by SpeedPro and is not responsible for unusual wear and tear due to external forces such as power washing or car wash systems.

...ESTIMATE ONLY....

Any changes to this estimate will result in price changes. Completion will vary based on the date you place your order! Please let us know if you have a specific due date.



March 25, 2020

National City Police Department
Greg Seward, Lieutenant
1200 National City Blvd,
National City, CA 91950

RE: Supporting Sole Source Information for Patrol Power Customized "Plug and Play" Wiring Harness Systems

Dear Lt. Seward:

This letter is to follow up on our previous meeting, and provide additional supporting technical specifications to the customized wire harness solutions for your in-house police vehicle fleet upfitting service. Here are a few answers to questions that may be asked by your procurement department.

What is it?: Patrol Power customized and NCPD proprietary plug-and-play wire harness systems for police vehicles.

Why do you need to acquire these goods or services?: The use of a complete harness system will greatly improve vehicle installation turn-around times, system reliability and consistency. Additionally the wire harness systems include complete documentation packages for ease of service. Below are a few of the benefits implementing a Patrol Power plug-and-play harness will provide to the Fleet Operations:

- Improve vehicle installation turn-around times by an estimated 8-10 hours per vehicle.
- Improve installation consistence as vehicles will not be "individually" wired
- Improve installation quality
- Provide a repeatable process for fleet consistence regardless of a changing technician workforce
- Provide an electrical foundation for upcoming technology
- Provide complete electrical schematics for ease of service
- Provide a centralized fuse module with power management to preserve battery life

How will it be used?: The plug and play harness will be used and installed in all vehicle new vehicle builds. A variation of the harness can be utilized to retrofit vehicles already in service.

Were alternative goods or services evaluated?: The wiring systems in police vehicles are customized and designed for agency specific applications. No "off-the-shelf" products are available for evaluation.


10729 Wheatlands Ave.
Suite C
Santee CA 92071


619-596-1925 (Office)
619-997-6213 (Mobile)


patrick.trampus@aep-na.com


Patrol-Power.com



Why can only this vendor provide these goods or services?: Patrol Power has been serving the public safety industry since 2002, and is the industry leader in complete vehicle electrical systems. National City Fleet operations has reached out to other companies claiming to produce similar products, with no meeting follow-up or design process. Patrol Power has designed a complete plug-and-play wire harness system compatible with NCPD's police vehicles. Patrol Power is the only company who has produced an NCPD specific solution.

What would be the impact if this sole source / goods or services, is not approved?: If this sole source is not approved, it will have a negative impact on the fleet operations' ability to provide quality vehicles in a timely matter. Below are a few of the negative effects:

- Increased vehicle turn-around time and build costs. (estimated at 8-10 hours)
- Increased vehicle downtime with future repairs.

Additional technical specifications and requirements:

1. The wire harness system must be complete and all encompassing by including all of the required emergency response equipment wiring in the harness loom. No additional wires will be required to complete the circuits and connections.
 - a. This includes all ground circuits, power distribution and interconnect circuits.
 - b. The only allowable exception will be for data cables and RF co-axial cables such as radios control heads, radio antenna, radar antennas, and computer data antennas.
2. All wiring must be automotive cross-link polyethylene (XLPE) type wire with GXL thin wall insulation. TXL extra thin wall insulation may not be used in any Underhood environment, as it does not satisfy Ford Motor Company's requirements. All wiring must meet or exceed the following specifications:
 - a. SAE J1128-GXL
 - b. Temperature range of: -60deg F to 257deg F
 - c. Stranded bare copper
 - d. All wiring must be color coded and function printed. No repeats in wire identification will be permitted.
 - e. Wires of the same primary color, but with different function must be identified with a colored stripe / tracer, in addition to the function printing.
3. All wiring bundles within the vehicle will be taped with anti-abrasion cloth tape to minimize bundle diameter and provide a flexible yet tightly bundled harness. The use of protective split-loom conduit will be utilized where appropriate to avoid wire chaffing.
4. All wiring located in the vehicle's Underhood must be protected with nylon corrugated split-loom. The loom must meet or exceed the following specifications:
 - a. Nylon material meeting Delphi Packard M-2170 and ASTM D4066 specifications
 - b. Temperature range of: -40deg F to 257deg F


10729 Wheatlands
Ave Suite C
Santee CA 92071


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619-997-6213 (Mobile)


patrick.trampus@aep-na.com


Patrol-Power.com



5. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an existing OEM connector. This includes but is not limited to the following:
 - a. GM's "6J3" upfitter connector located at the center dash
 - b. GM's "Speaker" pass through connector located near the starting battery.
 - c. GM's Horn interface located with the upfitter harness
 - d. GM's passenger side spot light

6. Automotive connectors must be pre-installed on any harness breakout which is to connect to a component commonly removed for vehicle service. This includes but is not limited to the following:
 - a. Vehicle push bumper mounted warning lights
 - b. Push bumper mounted scene /Off-Road light
 - c. Siren speaker(s)
 - d. Fog mounted / lower air damn mounted LED's
 - e. Rear lift gate trim panel mounted LED's (dome light / lift gate open LED's)
 - f. Rear side ¼ window LED's if mounted to interior trim panel

7. All automotive connectors must be of premium quality and construction. All terminal crimps must be performed with the appropriate factory tooling. Any open cavity in a connector body must be sealed with an appropriate blank circuit plug. With exception to the matching mating connectors for OEM components and aftermarket emergency component, the following are the only acceptable connectors for use within the harness:
 - a. Molex MX150 Sealed connector system
 - i. Tested to IEC IP6K7 and IP6K9K standards
 - ii. SAE USCAR-2
 - iii. Environmentally sealed
 - iv. Temperature range of: -40deg F to 257deg F
 - v. 22-amps per circuit

 - b. Molex ML-XT Series
 - i. Tested to IEC IP68 and IP69K standards
 - ii. SAE J2030
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

 - c. Amphenol AT Series
 - i. Tested to IEC IP69K standards
 - ii. RoHS compliant
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

8. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an aftermarket emergency component. Not required for components with "flying leads" such as mPower LED's. This includes but is not limited to the following:



- a. bluePRINT central controller
 - b. bluePRINT 480 amp / relay module
 - c. bluePRINT remote node
 - d. Console switches
 - e. SoundOff 6" round dome lights
9. The harness shall be constructed as to completely eliminate unnecessary wire splices. Splices shall only be permitted when splitting a circuit or connecting to a component with a non-removeable wire pigtail.
 10. A master disconnect circuit breaker shall be installed on the sole main power input cable. The breakers shall serve as a master disconnect for all aftermarket equipment. The breaker shall mount to the vehicle with use of a vehicle specific bracket to insure consistent placement.
 11. The main power input cable shall be electrically connected to the auxiliary battery (if equipped)
 12. The harness must include a centralized fuse / power distribution module. The module must be fully weatherized if installed in a location susceptible to environmental intrusions and/or excessive temperatures.
 13. The power distribution module must include a serviceable / removeable relay capable of at least 70-amps of current. The relay is to be controlled via the SoundOff bluePRINT system for time, voltage and load shedding capability. The relay's output shall provide a switched 12V to selectable fused circuits within the power distribution module.

I hope that you have found this document useful. Please contact me should you have any questions and my team and I will be happy to assist.

Best regards,

Patrick Trampus

Patrick Trampus, Area Sales Manager


10729 Wheatlands
Ave Suite C
Santee CA 92071


619-596-1925 (Office)
619-997-9620 (Mobile)


patrick.trampus@aep-na.com


Patrol-Power.com

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 AND SECTION 2.60.220, REGARDING COOPERATIVE PURCHASING AND OPEN MARKET PROCEDURE RESPECTIVELY, AND AUTHORIZING THE PURCHASING AND ACCESSORIZING OF ONE (1) NEW 2021 FORD AWD POLICE INTERCEPTOR K8A PEG 500A IN AN AMOUNT NOT-TO-EXCEED \$67,111.33

WHEREAS, on January 23, 2021, a marked City of National City (“City”) Police Department 2015 Ford Explorer Interceptor (K-9 Patrol Vehicle) was involved in a traffic collision; and

WHEREAS, the City’s Risk Management Department (“Risk”) and the City’s insurance carrier, collectively determined that the damages to this vehicle were greater than the vehicle’s actual cash value; and

WHEREAS, the City’s Engineering and Public Works Department desires to purchase one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUV, as well as the replacement build-out and accessories; and

WHEREAS, Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, there is an opportunity to piggyback onto the County of San Diego’s Purchase Order 562779-0 with Ford of Chula Vista to allow for the purchase of one (1) Ford AWD Police Interceptor K8A PEG 500A SUV; 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

WHEREAS, the City’s Purchasing staff has confirmed that the County of San Diego’s Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego’s designated Purchasing Venue, and that the procurement procedures are in substantial compliance with those of City; and

WHEREAS, consistent with Section 2.60.220 of the National City Municipal Code, regarding open market purchasing procedures, allows for sole source procurement of the replacement build-out with sole source vendor, American Emergency Products (“AEP”), and for the replacement accessories of tint and decals to be purchased through True Custom and SpeedPro Imaging respectively, as the amounts of these additional accessories are less than informal bid limits; and

WHEREAS, City staff recommends adoption of a resolution waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford Police Interceptor in an amount not-to-exceed of \$67,111.33 by utilizing a “Piggyback Contract” onto the County of San Diego’s Purchase Order 562779-0.

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

Section 1: Affirm the Purchasing agent’s determination that the County of San Diego’s Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego’s designated Purchasing Venue, and that the procurement procedures are in substantial compliance with those of the City.

Section 2: Waive the formal bid process pursuant to National City Municipal Code Section 2.60.260 and Section 2.60.220, regarding cooperative purchasing and open market procedure respectively, and authorizing the purchasing and accessorizing of one (1) new 2021 Ford AWD Police Interceptor K8A PEG 500A in an amount not-to-exceed \$67,111.33, due to a traffic collision that damaged a National City Police Department K-9 Vehicle beyond repair.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended February 28, 2021. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended February 28, 2021.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: _____



EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIA 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 February 28, 2021.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: _____



FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended February 28, 2021.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/02/2021	60934N807	4.40	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4.40	0.00	4.40	0.00
Purchase	02/04/2021	60934N807	276,883.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	276,883.83	0.00	276,883.83	0.00
Purchase	02/07/2021	60934N807	5,200.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,200.00	0.00	5,200.00	0.00
Purchase	02/08/2021	89240BAC2	290,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	99.981	0.27%	289,946.18	0.00	289,946.18	0.00
Purchase	02/12/2021	60934N807	4,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,687.50	0.00	4,687.50	0.00
Purchase	02/16/2021	60934N807	600,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	600,000.00	0.00	600,000.00	0.00
Purchase	02/16/2021	60934N807	7,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	7,125.00	0.00	7,125.00	0.00
Purchase	02/16/2021	60934N807	148.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	148.33	0.00	148.33	0.00
Purchase	02/16/2021	60934N807	211.79	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	211.79	0.00	211.79	0.00
Purchase	02/16/2021	60934N807	31.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	31.88	0.00	31.88	0.00
Purchase	02/16/2021	60934N807	155.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	155.83	0.00	155.83	0.00
Purchase	02/16/2021	60934N807	579.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	579.00	0.00	579.00	0.00
Purchase	02/16/2021	60934N807	56.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	56.83	0.00	56.83	0.00
Purchase	02/16/2021	60934N807	29.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	29.17	0.00	29.17	0.00
Purchase	02/16/2021	60934N807	332.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	332.00	0.00	332.00	0.00
Purchase	02/16/2021	60934N807	15,916.11	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	15,916.11	0.00	15,916.11	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/17/2021	60934N807	2,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,750.00	0.00	2,750.00	0.00
Purchase	02/18/2021	60934N807	215,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	215,000.00	0.00	215,000.00	0.00
Purchase	02/18/2021	60934N807	1,478.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,478.13	0.00	1,478.13	0.00
Purchase	02/18/2021	60934N807	77.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	77.08	0.00	77.08	0.00
Purchase	02/18/2021	60934N807	9,653.65	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9,653.65	0.00	9,653.65	0.00
Purchase	02/22/2021	60934N807	93.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	93.92	0.00	93.92	0.00
Purchase	02/22/2021	60934N807	13,364.73	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	13,364.73	0.00	13,364.73	0.00
Purchase	02/24/2021	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	99.998	0.27%	79,998.54	0.00	79,998.54	0.00
Purchase	02/24/2021	60934N807	1,143.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,143.75	0.00	1,143.75	0.00
Purchase	02/26/2021	912828ZT0	675,000.00	US Treasury Note 0.25% Due 5/31/2025	98.535	0.60%	665,112.30	407.97	665,520.27	0.00
Purchase	02/28/2021	60934N807	8,156.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8,156.25	0.00	8,156.25	0.00
Subtotal			2,208,079.18				2,198,136.20	407.97	2,198,544.17	0.00
Security Contribution	02/08/2021	60934N807	15,388.65	Federated Investors Govt Oblig Fund Inst.	1.000		15,388.65	0.00	15,388.65	0.00
Security Contribution	02/25/2021	90LAIF\$00	5,500,000.00	Local Agency Investment Fund State Pool	1.000		5,500,000.00	0.00	5,500,000.00	0.00
Security Contribution	02/28/2021	90SDCP\$00	143,000.00	County of San Diego Pooled Investment Pool	1.000		143,000.00	0.00	143,000.00	0.00
Subtotal			5,658,388.65				5,658,388.65	0.00	5,658,388.65	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	02/08/2021	60934N807	-289,946.18	Federated Investors Govt Oblig Fund Inst.	1.000		-289,946.18	0.00	-289,946.18	0.00
Subtotal			-289,946.18				-289,946.18	0.00	-289,946.18	0.00
TOTAL ACQUISITIONS			7,576,521.65				7,566,578.67	407.97	7,566,986.64	0.00
DISPOSITIONS										
Closing Purchase	02/08/2021	60934N807	-289,946.18	Federated Investors Govt Oblig Fund Inst.	1.000		-289,946.18	0.00	-289,946.18	0.00
Subtotal			-289,946.18				-289,946.18	0.00	-289,946.18	0.00
Sale	02/04/2021	3130A7CV5	275,000.00	FHLB Note 1.375% Due 2/18/2021	100.051	0.06%	275,140.25	1,743.58	276,883.83	-398.75
Sale	02/08/2021	60934N807	289,946.18	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	289,946.18	0.00	289,946.18	0.00
Sale	02/24/2021	60934N807	79,998.54	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	79,998.54	0.00	79,998.54	0.00
Sale	02/26/2021	60934N807	665,520.27	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	665,520.27	0.00	665,520.27	0.00
Subtotal			1,310,464.99				1,310,605.24	1,743.58	1,312,348.82	-398.75
Paydown	02/16/2021	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	148.33	148.33	0.00
Paydown	02/16/2021	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	211.79	211.79	0.00
Paydown	02/16/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	31.88	31.88	0.00
Paydown	02/16/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	155.83	155.83	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	02/16/2021	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	579.00	579.00	0.00
Paydown	02/16/2021	89232HAC9	0.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		0.00	332.00	332.00	0.00
Paydown	02/16/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	29.17	29.17	0.00
Paydown	02/16/2021	89237VAB5	0.00	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		0.00	56.83	56.83	0.00
Paydown	02/16/2021	89238KAD4	15,871.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		15,871.18	44.93	15,916.11	44.01
Paydown	02/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	77.08	77.08	0.00
Paydown	02/18/2021	43814UAG4	9,516.68	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 5/18/2022	100.000		9,516.68	136.97	9,653.65	0.21
Paydown	02/22/2021	43813RAC1	0.00	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		0.00	93.92	93.92	0.00
Paydown	02/22/2021	43815HAC1	13,114.03	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		13,114.03	250.70	13,364.73	1.80
Subtotal			38,501.89				38,501.89	2,148.43	40,650.32	46.02
Maturity	02/16/2021	3137EAE9	600,000.00	FHLMC Note 2.375% Due 2/16/2021	100.000		600,000.00	0.00	600,000.00	1,932.00
Maturity	02/18/2021	3130A7CV5	215,000.00	FHLB Note 1.375% Due 2/18/2021	100.000		215,000.00	0.00	215,000.00	-421.40
Subtotal			815,000.00				815,000.00	0.00	815,000.00	1,510.60
Security Withdrawal	02/04/2021	60934N807	2,326.30	Federated Investors Govt Oblig Fund Inst.	1.000		2,326.30	0.00	2,326.30	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	02/08/2021	60934N807	15,388.65	Federated Investors Govt Oblig Fund Inst.	1.000		15,388.65	0.00	15,388.65	0.00
Subtotal			17,714.95				17,714.95	0.00	17,714.95	0.00
TOTAL DISPOSITIONS			1,891,735.65				1,891,875.90	3,892.01	1,895,767.91	1,157.87

OTHER TRANSACTIONS										
Interest	02/07/2021	06406RAA5	400,000.00	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.6% Due 2/7/2022	0.000		5,200.00	0.00	5,200.00	0.00
Interest	02/12/2021	3137EAEPO	625,000.00	FHLMC Note 1.5% Due 2/12/2025	0.000		4,687.50	0.00	4,687.50	0.00
Interest	02/16/2021	3137EAEL9	600,000.00	FHLMC Note 2.375% Due 2/16/2021	0.000		7,125.00	0.00	7,125.00	0.00
Interest	02/17/2021	3135G0N82	440,000.00	FNMA Note 1.25% Due 8/17/2021	0.000		2,750.00	0.00	2,750.00	0.00
Interest	02/18/2021	3130A7CV5	215,000.00	FHLB Note 1.375% Due 2/18/2021	0.000		1,478.13	0.00	1,478.13	0.00
Interest	02/24/2021	3137EAEV7	900,000.00	FHLMC Note 0.25% Due 8/24/2023	0.000		1,143.75	0.00	1,143.75	0.00
Interest	02/28/2021	912828L24	450,000.00	US Treasury Note 1.875% Due 8/31/2022	0.000		4,218.75	0.00	4,218.75	0.00
Interest	02/28/2021	912828ZA1	700,000.00	US Treasury Note 1.125% Due 2/28/2022	0.000		3,937.50	0.00	3,937.50	0.00
Subtotal			4,330,000.00				30,540.63	0.00	30,540.63	0.00

Transaction Ledger

As of February 28, 2021



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	02/02/2021	60934N807	33,789.65	Federated Investors Govt Oblig Fund Inst.	0.000		4.40	0.00	4.40	0.00
Subtotal			33,789.65				4.40	0.00	4.40	0.00
TOTAL OTHER TRANSACTIONS			4,363,789.65				30,545.03	0.00	30,545.03	0.00

The following page(s) contain the backup material for Agenda Item: [Warrant Register #36 for the period of 3/03/21 through 3/09/21 in the amount of \\$1,764,948.49. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #36 for the period of 3/03/21 through 3/09/21 in the amount of \$1,764,948.49.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____



EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 3/03/21 - 3/09/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Kaiser Foundation HP	351660	196,019.88	Grp 104220-0002 February 2021
Kaiser Foundation HP	351661	181,711.05	Grp 104220-0002 January 2021

FINANCIAL STATEMENT:

APPROVED: _____



FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$1,764,948.49.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,764,948.49.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 36



**WARRANT REGISTER # 36
3/9/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - MARCH	351626	3/9/21	973.76
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES - PW	351627	3/9/21	173.26
ALDEMCO	FOOD NUTRITION	351628	3/9/21	3,463.86
ALL FRESH PRODUCTS	CONSUMABLES COVID 19	351629	3/9/21	1,249.62
AMAZON	PANEL ROOM DIVIDER FOR PD - ENG/PW	351630	3/9/21	64.16
APTUS COURT REPORTING, LLC	LIABILITY CLAIM COST	351631	3/9/21	1,149.51
BRUTE FORCE TRAINING	ATHLETE SANDBAG KIT- FF RED 25-75LBS	351632	3/9/21	1,019.66
BUREAU VERITAS N AMERICA INC	INSPECTION SERVICES - BUREAU VERITAS	351633	3/9/21	39,048.58
C A P F	MARCH 2021 - FIRE LTD	351634	3/9/21	1,003.00
C A P F	FEBRUARY 2021 - FIRE LTD	351635	3/9/21	1,003.00
CALIFORNIA LAW ENFORCEMENT	MARCH 2021-PD LTD	351636	3/9/21	2,058.00
CALIFORNIA LAW ENFORCEMENT	FEBRUARY 2021 - PD LTD	351637	3/9/21	2,058.00
CANON SOLUTIONS AMERICA INC.	PLOTWAVE 345 PRINTER MAINTENANCE	351638	3/9/21	15.28
CHARLES PALUMBO	TRAINING ADV SUB FIREARMS INSCTR	351639	3/9/21	691.00
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE - ENG/PW	351640	3/9/21	4,322.33
COUNTY OF SAN DIEGO	SDREGIONAL STORMWATER COPERMITTEE - ENG/PW	351641	3/9/21	2,718.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	351642	3/9/21	174.00
DAY WIRELESS SYSTEMS (20)	COMPANY MAINTENANCE CONTRACT / FIRE	351643	3/9/21	549.00
DELTA DENTAL	05-0908600000 MARCH 2021	351644	3/9/21	15,878.55
DELTA DENTAL	GRP 05-0908601002 MARCH 2021	351645	3/9/21	134.71
DELTA DENTAL INSURANCE CO	GRP 05-7029600000 MAR 2021	351646	3/9/21	2,421.54
DEPARTMENT OF TOXIC SUBSTANCES	NC PUBLIC WORKS YARD PROJECT CODE 401294	351647	3/9/21	7,514.47
DIAZ, E	EDUCATION REIMBURSEMENT	351648	3/9/21	767.36
D-MAX ENGINEERING INC	T&A 90214 - ENG/PW	351649	3/9/21	9,134.30
ESGIL CORPORATION	ESGIL - PLAN REVIEW SERVICES	351650	3/9/21	27,438.40
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	351651	3/9/21	42.20
FIRE ETC	FIRE HELMETS FOR NEW HIRES / FIRE	351652	3/9/21	2,229.38
GRAINGER	MOP 65179, BATTERIES /FIRE	351653	3/9/21	48.23
GRANICUS	WEBSITE REDESIGN SERVICES	351654	3/9/21	7,883.03
HEALTH NET INC	GRP 57135A - JANUARY 2021	351655	3/9/21	3,756.45
HEALTH NET INC	GRP #57135A - FEBRUARY 2021	351656	3/9/21	3,756.45
HINDERLITER DE LLAMAS	AUDIT SVCS/CONTRACT SVCS FOR PERIOD Q3/2020	351657	3/9/21	18,006.57
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FOR FY 2021	351658	3/9/21	397.57
HUERTA JR, R	REIMBURSEMENT - POWERTRAIN CONTROL MODULE	351659	3/9/21	81.15
KAISER FOUNDATION HEALTH PLANS	GRP 104220-0002-FEBRUARY 2021	351660	3/9/21	196,019.88
KAISER FOUNDATION HEALTH PLANS	GRP 104220-0002 - JANUARY 2021	351661	3/9/21	181,711.06
KAISER FOUNDATION HEALTH PLANS	GRP 104220-01, 06, 07 - JANUARY 2021	351662	3/9/21	20,445.28
KAISER FOUNDATION HEALTH PLANS	GRP 104220-01,06,07 - FEBRUARY 2021	351663	3/9/21	25,045.29
KAISER FOUNDATION HEALTH PLANS	GRP 104220-0005 - FEBRUARY 2021	351664	3/9/21	7,089.24
KAISER FOUNDATION HEALTH PLANS	GRP 104220-03, 09 - JANUARY 2021	351665	3/9/21	6,797.28
KAISER FOUNDATION HEALTH PLANS	GRP 104220-03, 09 - FEBRUARY 2021	351666	3/9/21	6,433.84
KAISER FOUNDATION HEALTH PLANS	GRP 104220-7002 - FEBRUARY 2021	351667	3/9/21	621.04
KAISER FOUNDATION HEALTH PLANS	GRP 104220-7002 - JANUARY 2021	351668	3/9/21	591.62
KALANKIEWICZ, C	TRAINING POST ADV SUB ACT SHTR	351669	3/9/21	512.00
KRONOS INC	WORKFORCE TELESTAFF~	351670	3/9/21	107.47
LASER SAVER INC	LASERSAVER MOP FY21	351671	3/9/21	392.21
LATTMAN, DAVID	RETIREE INS OVERPMNT REFUND-FEB 2021 / L	351672	3/9/21	347.14



**WARRANT REGISTER # 36
3/9/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LOPEZ, TERESA YOLANDA	CITY COUNCIL MEETING AGENDA TEMPLATE SPA	351673	3/9/21	91.00
LORONA, E	REFUND MED INS ERROR ADJ/ LORONA	351674	3/9/21	875.25
MINUTEMAN PRESS	PRINTING OF ADOPTED BUDGET BOOK FOR FY21	351675	3/9/21	1,332.62
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	351676	3/9/21	1,335.60
NATIONAL TRAINING CONCEPTS	TRAINING TUITION ACT SHTR KALA	351677	3/9/21	512.00
NBS	LANDSCAPE MAINTENANCE DISTRICT ADMIN FEE	351678	3/9/21	1,829.51
OFFICE SOLUTIONS BUSINESS	MOP/FINANCE/TONER	351679	3/9/21	192.99
OPTUM	GRP HB1966 - OCT, NOV & DEC 2020	351680	3/9/21	58.50
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	351681	3/9/21	314.00
PERRY FORD	MOP 45703 AUTO SUPPLIES - PW	351682	3/9/21	250.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	351683	3/9/21	568.45
PROFESSIONAL SEARCH GROUP LLC	TEMP SVC / NSD	351684	3/9/21	3,740.00
PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SERVICES	351685	3/9/21	742.21
RELIANCE STANDARD	DEC-2020 / VAI826233, VCI801146 & VG1808	351686	3/9/21	3,953.50
RMG COMMUNICATIONS	RMG COMMUNICATIONS	351687	3/9/21	975.00
ROBERTS, MARK	ROBERTS/SEVERANCE AGREEMENT PAYMENT	351688	3/9/21	4,948.85
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	351689	3/9/21	701.00
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES - PW	351690	3/9/21	310.18
SAN DIEGO UNION TRIBUNE	ADVERTISING - SWEETWATER ROAD SAFETY ENH	351691	3/9/21	573.24
SASI	CARD CHGS/TRUST ACCTING/OPEN ENROLLMENT/	351692	3/9/21	287.10
SCANNING SERVICE CORPORATION	SCANNING OF BUILDING PLANS & PERMITS	351693	3/9/21	6,052.62
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY21	351694	3/9/21	2,718.82
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	351695	3/9/21	14.44
SOLARPLACARD INC	RECRUIT ACCOUNTABILITY TAGS / FIRE	351696	3/9/21	33.11
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	351697	3/9/21	280.22
STAPLES BUSINESS ADVANTAGE	STAPLES OFFICE SUPPLIES - MOP 45704	351698	3/9/21	400.19
STOUT, Z	EDUCATION REIMBURSEMENT	351699	3/9/21	252.00
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2021	351700	3/9/21	2,295.66
SWRCB	SWRCB ANNUAL PERMIT FEES FOR CITY HALL	351701	3/9/21	22,475.00
SYSCO SAN DIEGO INC	FOOD NUTRITION	351702	3/9/21	4,929.33
TACTICAL FIREARMS TRAINING	TRAINING TUITION FIRARM PALUMB	351703	3/9/21	625.00
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	351704	3/9/21	105.06
T'S & SIGNS	COMMUNITY SERVICES SUPPLIES	351705	3/9/21	12,277.89
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2021	351706	3/9/21	429.10
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	351707	3/9/21	593.52
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	351708	3/9/21	8,407.76
VISION SERVICE PLAN	FEB 2021 - VISION SVC PLAN	351709	3/9/21	757.01
WETMORES	MOP 80333 AUTO SUPPLIES - PW	351710	3/9/21	80.72
WILLY'S ELECTRONIC SUPPLY	WILLYS ELECTRONICS MOP FY21	351711	3/9/21	82.80
WSP USA INC	PLANNING SERVICES - SB2 GRANT - WSP	351712	3/9/21	24,979.76

A/P Total 718,718.74

PAYROLL				
Pay period	Start Date	End Date	Check Date	
5	2/9/2021	2/22/2021	3/3/2021	1,046,229.75

GRAND TOTAL

\$ 1,764,948.49

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



PHILLIP DAVIS, FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

JOSE RODRIGUEZ, VICE-MAYOR

MARCUS BUSH, COUNCIL MEMBER

RONALD J. MORRISON, COUNCIL MEMBER

MONA RIOS, COUNCIL MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF APRIL, 2021.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #37 for the period of 3/10/21 through 3/16/21 in the amount of \\$407,421.46. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #37 for the period of 3/10/21 through 3/16/21 in the amount of \$407,421.46. (Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____



EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 3/10/21 - 3/16/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of Chula Vista	351718	108,024.00	Oct/Nov/Dec Animal Shelter Charges / PD
Exos Community Services	351758	80,316.31	Pool Management Fee / Oct Invoice

FINANCIAL STATEMENT:

APPROVED: _____



FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$407,421.46.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$407,421.46.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 37



**WARRANT REGISTER # 37
3/16/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ZALDIVAR, JAQUELINE	HOUSING RELOCATION / NSD	351625	3/10/21	3,320.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	351713	3/11/21	10,611.99
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	351714	3/11/21	694.56
B & H PHOTO & ELECTRONICS CORP	NIKON CAMERA / PD	351715	3/11/21	7,152.83
CDWG	NIMBLE STORAGE RENEWAL	351716	3/11/21	19,809.91
CITY OF CHULA VISTA	OCT/NOV/DEC ANIMAL SHELTER CHARGES / PD	351718	3/11/21	108,024.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	351719	3/11/21	9,464.70
COUNTY OF SAN DIEGO	MAIL SERVICES FOR NOV 2020	351720	3/11/21	3,724.03
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	351721	3/11/21	2,076.45
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	351722	3/11/21	86.90
CRUZ, J	TUIT REIMB J. CRUZ	351723	3/11/21	1,083.60
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	351724	3/11/21	2,939.63
DEPT OF JUSTICE	DOJ FINGERPRINTING	351725	3/11/21	96.00
DFM ASSOCIATES	2021 CALIFORNIA ELECTIONS CODE	351726	3/11/21	59.81
EDD	EMPLOYMENT DEV	351727	3/11/21	177.00
GOVCONNECTION INC	APPLE IPAD AIR 10.5", 256GB, WIFI	351728	3/11/21	4,025.10
GOVCONNECTION INC	APPLE IPAD AIR 10.5", 256GB,	351729	3/11/21	1,290.90
HOME DEPOT CREDIT SERVICES	CHRISTMAS LIGHTS SUPPLIES FROM SDGE	351730	3/11/21	990.04
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE FOR FY21	351731	3/11/21	511.70
NATIONAL EMBLEM INC	CANCER AWARENESS PATCHES	351732	3/11/21	768.20
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY EMPLOYEE - CITY CLERK'S OFFICE	351733	3/11/21	2,319.14
SAN DIEGO POLICE EQUIPMENT	VESTSPORTELLI / PD	351734	3/11/21	4,453.32
STARTECH COMPUTERS	COMPUTER ACCESSORIES	351735	3/11/21	325.18
SYMBOLARTS, LLC	BADGE WALLETS	351736	3/11/21	128.75
TELLEZ, J	REIMB TELLEZ INT ASSN OF CHIEFS	351737	3/11/21	190.00
THE STAR NEWS	LEGAL NOTICE - EXECUTED SUMMONS - BONDS	351738	3/11/21	1,552.32
TRANS-LANG	LANGUAGE SERVICES: INTERPRETATION - CC M	351739	3/11/21	1,025.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	351740	3/11/21	126.24
WEST PAYMENT CENTER	INVESTIGATIONS	351741	3/11/21	620.80
ACME SAFETY & SUPPLY CORP	4 CLASS 3 REF HOODED SWEATSHIRTS	351742	3/16/21	215.32
AEP CALIFORNIA LLC	PB450-AEP PUSH BUMPER, LIGHT READY	351743	3/16/21	432.83
ALDEMCO	FOOD NUTRITION	351744	3/16/21	3,118.69
ALL FRESH PRODUCTS	CONSUMABLES COVID 19	351745	3/16/21	819.79
ALLSTAR FIRE EQUIPMENT INC	STRUCTURAL FIREFIGHTING GLOVES /FIRE	351746	3/16/21	1,012.19
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	351747	3/16/21	66.00
ARJIS	ARJIS PHONE USE	351748	3/16/21	23,699.09
ASSI SECURITY INC	PROVIDE SECURITY SERVICES AND REPAIRS	351749	3/16/21	835.00
BOCKS AWARDS INC	MEDALS - LIFE SAVING COURAGE VALOR	351750	3/16/21	2,674.79
CIRCULATE SAN DIEGO	CIRCULATE SAN DIEGO WILL ESTABLISH A	351751	3/16/21	3,802.50
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	351752	3/16/21	449.78
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS – CHLORINE, ACID TABLETS / PW	351753	3/16/21	1,560.96
COUNTY OF SAN DIEGO	PERMIT RENEWAL	351754	3/16/21	445.50
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES	351755	3/16/21	2,006.56
DEPT OF JUSTICE	DOJ FINGERPRINTING	351756	3/16/21	96.00
DIVISION 8 INCORPORATED	CITY WIDE ONSITE GLASS AND WINDOW	351757	3/16/21	844.00
EXOS COMMUNITY SERVICES LLC	POOL MANAGEMENT FEE / OCTOBER INVOICE	351758	3/16/21	80,316.31
GLOCK PROFESSIONAL, INC	TRAINING TUITION GLCK STEVENS	351759	3/16/21	250.00
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	351760	3/16/21	83.00
JAMES DEUBIG CONSTRUCTION INC	REFUND OF CONSTRUCTION & DEMO DEPOSIT	351761	3/16/21	
JANI-KING OF CALIFORNIA INC	COVID-19 JANITORIAL CLEANING SERVICES	351762	3/16/21	



**WARRANT REGISTER # 37
3/16/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	351763	3/16/21	5,136.55
KD 18TH LLC	REFUND OF CONSTRUCTION & DEMO DEPOSIT	351764	3/16/21	1,038.45
LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES	351765	3/16/21	152.22
LASER SAVER INC	MOP 04840 TONER PD	351766	3/16/21	452.13
LEXIPOL LLC	OCT 20 - SEPT 21	351767	3/16/21	19,220.00
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	351768	3/16/21	5,017.00
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES / PW	351769	3/16/21	327.78
MATTHEW BENDER & COMP INC	LEGAL PUBLICATION UPDATES/CAO	351770	3/16/21	1,453.74
MC CLURE JR, S	TRAINING REIM SCHL RSR MCCLURE	351771	3/16/21	192.03
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2021	351772	3/16/21	360.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	351773	3/16/21	14,685.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES - PW	351774	3/16/21	206.09
OFFICE SOLUTIONS BUSINESS	MLK COMM SRVCS DUPLICATING PRINTING PAPER	351775	3/16/21	243.99
OGMA GROUP, INCORPORATED	TRANSLATION FOR COVID 19 ROUNDTABLE	351776	3/16/21	240.00
OMNI EQUIPMENT SOLUTIONS INC	RANGE SUPPLIES	351777	3/16/21	183.55
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	351778	3/16/21	654.37
PERRY FORD	MOP 45703 AUTO SUPPLIES - PW	351779	3/16/21	125.00
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	351780	3/16/21	97.03
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	351781	3/16/21	641.11
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	351782	3/16/21	440.54
RAMIREZ, O	TRAINING REIM SLI 2 RAMIRZ	351783	3/16/21	178.78
RED TRUCK FIRE & SAFETY CO	CITYWIDE, ON-SITE FIRE EXTINGUISHER	351784	3/16/21	2,180.02
RIVERSIDE SHERIFF'S DEPT	TRAINING DISPATCH IBARRA	351785	3/16/21	369.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION 123RD ACADEMY	351786	3/16/21	2,346.00
SEAPORT MEAT COMPANY	FOOD NUTRITION	351787	3/16/21	2,192.98
SHER EDLING LLP	PROFESSIONAL SERVICES / CAO	351788	3/16/21	15,784.72
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	351789	3/16/21	445.36
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	351790	3/16/21	216.32
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	351791	3/16/21	1,093.49
SUPERIOR READY MIX	CONCRETE FOR FY 2021	351792	3/16/21	730.86
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2021	351793	3/16/21	7,938.54
SYSCO SAN DIEGO INC	FOOD NUTRITION	351794	3/16/21	1,795.76
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES	351795	3/16/21	1,135.00
TERRA BELLA NURSERY INC	40 - HELIANTHUS CALIFORNIUCUS	351796	3/16/21	978.91
THE COUNSELING TEAM	POA EMPLOYEE SUPPORT SERVICES	351797	3/16/21	1,600.00
THE SHERWIN WILLIAMS CO	MOP 77816 PAINTING SUPPLIES - PW	351798	3/16/21	89.41
THOMSON REUTERS	CCRT 19 PUBLIC SAFETY / FIRE	351799	3/16/21	303.41
T'S & SIGNS	EL TOYON LAMINATED POSTER DECALS	351800	3/16/21	48.94
U S BANK	CREDIT CARD EXPENSES/ COMMUNITY SERVICES	351801	3/16/21	40.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2021	351802	3/16/21	155.43
VISTA PAINT	MOP 68834 GENERAL SUPPLIES - PW	351803	3/16/21	466.54
YOUNG, G	REIMB: YOUNG 2 DAY PROMO WORKSHOP	351804	3/16/21	261.25

A/P Total 407,421.26

GRAND TOTAL

\$ 407,421.26

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



PHILLIP DAVIS, FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

JOSE RODRIGUEZ, VICE-MAYOR

MARCUS BUSH, COUNCIL MEMBER

RONALD J. MORRISON, COUNCIL MEMBER

MONA RIOS, COUNCIL MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF APRIL, 2021.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee \(TDIF\) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, approving an adjustment to the TDIF of 2 percent, as required by the San Diego Association of Governments \(SANDAG\) for receipt of TransNet local street improvement revenues, resulting in the TDIF increasing from \\$2,584 per new residential dwelling unit to \\$2,636 per unit beginning July 1, 2021. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of a Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, approving an adjustment to the TDIF of 2 percent, as required by the San Diego Association of Governments (SANDAG) for receipt of *TransNet* local street improvement revenues, resulting in the TDIF increasing from \$2,584 per new residential dwelling unit to \$2,636 per unit beginning July 1, 2021.

PREPARED BY: Jose Lopez, Deputy City Engineer

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Funds will be deposited into the following TDIF Revenue Accounts: 326-00000-3162 and 326-00000-3163

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Hold Public Hearing and adopt Resolution increasing the TDIF from \$2,584 per new residential dwelling unit to \$2,636 per unit beginning July 1, 2021.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Public Hearing Notice
3. Resolution

Explanation

In November 2004, San Diego County voters approved local Proposition A extending the TransNet ½ cent sales tax to fund the region's transportation system for 40 years. As part of Proposition A and the *TransNet* Extension Ordinance, the Regional Transportation Congestion Improvement Program (RTCIP) was created to ensure that new development directly invests in the region's transportation system to offset the negative impacts of growth on congestion and mobility. One of the requirements of the RTCIP was that by July 1, 2008, each local agency must contribute \$2,000 from exactions imposed on the private sector for each new residence constructed within each jurisdiction. Failure to do so would result in an agency's loss of *TransNet* funding for improvement of local streets. Cities have the authority to impose impact fees under the *Mitigation Fee Act* contained in California Government Code sections 66000 through 66025.

Therefore, on April 1, 2008, to satisfy the requirements of the *TransNet* RTCIP for receipt and expenditure of *TransNet* funds, City Council adopted Ordinance No. 2008-2310 amending Title 4 of the National City Municipal Code by adding Chapter 4.52 "Establishing and Approving a Transportation Development Impact Fee for Capital Improvement Projects Necessary to Maintain Acceptable Levels of Traffic and Transportation Service Within the City".

The *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. On February 26, 2021, the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the minimum fee from \$2,584 per new residential dwelling unit to \$2,636 per unit beginning July 1, 2021.

The following table summarizes the adjusted Transportation Development Impact Fee (TDIF) schedule for new residential development, which will go into effect on July 1, 2021, if adopted by City Council. The TDIF shall be collected prior to the issuance of any building permit for new residential development in the City of National City. A copy of the City's Transportation Impact Fee Program Report is available at the Office of the City Engineer.

<i>Residential Land Use</i>	<i>Fee</i>
<i>Single-family</i>	<i>\$ 2,636 per dwelling unit</i>
<i>Multi-family</i>	<i>\$ 2,636 per dwelling unit</i>

**CITY OF NATIONAL CITY
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, April 20, 2021**, via live webcast from the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider: **AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN ADJUSTMENT TO THE TDIF OF 2 PERCENT AS REQUIRED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR RECEIPT OF *TRANSNET* LOCAL STREET IMPROVEMENT REVENUES, RESULTING IN THE TDIF INCREASING FROM \$2,584 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,636 PER UNIT BEGINNING JULY 1, 2021.**

Due to the COVID-19 pandemic, City Council meetings remain via teleconference to ensure the safety of city residents, employees and the communities we serve. Anyone interested in this Public Hearing may view the live webcast of the City Council Meeting on the City's website at <https://www.nationalcityca.gov/webcast>.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council at, or prior to, the public hearing. Anyone interested in submitting public comments may visit <https://www.nationalcityca.gov/government/city-clerk/public-comments> to view the procedures.

Shelley Chapel, MMC, Deputy City Clerk
Published in the Star News on Friday, April 9, 2021.

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (“TDIF”) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN ADJUSTMENT TO THE TDIF OF 2 PERCENT, AS REQUIRED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (“SANDAG”) FOR RECEIPT OF *TRANSNET* LOCAL STREET IMPROVEMENT REVENUES, RESULTING IN THE TDIF INCREASING FROM \$2,584 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,636 PER UNIT BEGINNING JULY 1, 2021

WHEREAS, in November 2004, San Diego County voters approved local Proposition A extending the TransNet ½ cent sales tax to fund the region’s transportation system for 40 years, and as part of Proposition A and the *TransNet* Extension Ordinance, the Regional Transportation Congestion Improvement Program (“RTCIP”) was created to ensure that new development directly invests in the region’s transportation system to offset the negative impacts of growth on congestion and mobility; and

WHEREAS, one of the requirements of the RTCIP was that by July 1, 2008, each local agency must contribute \$2,000 from exactions imposed on the private sector for each new residence constructed within each jurisdiction, and failure to do so would result in an agency’s loss of *TransNet* funding for improvement of local streets; and

WHEREAS, on April 1, 2008, to satisfy the requirements of the *TransNet* RTCIP for receipt and expenditure of *TransNet* funds, City Council adopted Ordinance No. 2008-2310 amending Title 4 of the National City Municipal Code by adding Chapter 4.52 “Establishing and Approving a Transportation Development Impact Fee for Capital Improvement Projects Necessary to Maintain Acceptable Levels of Traffic and Transportation Service Within the City”; and

WHEREAS, the *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System; and

WHEREAS, on February 26, 2021, the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the minimum fee from \$2,584 per new residential dwelling unit to \$2,636 per unit beginning July 1, 2021.

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

Section 1: Authorizes the adoption of a Resolution amending the Transportation Development Impact Fee (“TDIF”) from \$2,584 per new residential dwelling unit to \$2,636 per unit beginning July 1, 2021.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the acceptance of the High-Speed Broadband in California Libraries Grant Year 6 from State Library in the amount of \\$135,645.71 to cover the equipment costs associated with high-speed networking upgrade at the National City Public Library. \(IT/Library\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving the acceptance of the *High-Speed Broadband in California Libraries* Grant Year 6 from the State Library in the amount of \$135,645.71 grant period covering July 2019 to ending June 2022 for equipment costs associated with high-speed networking upgrade at the National City Public Library. (IT/Library)

PREPARED BY: John Saour / Minh Duong

DEPARTMENT: IT / Library

PHONE: 4270 / 5882

APPROVED BY: 

EXPLANATION:

The High-Speed Broadband in California Libraries project aims at bringing high-speed broadband to all California public libraries by connecting them to CalREN, a high-capacity 3,800-mile fiber-optic based network designed to meet the unique requirements of over 20 million users, including the vast majority of K-20 students together with educators, researchers, and others working in California's public-serving institutions.

Most of the equipment costs associated with high-speed networking (e.g. firewalls, routers, WiFi access points) as well as fiber/microwave construction and network consulting are very expensive. Recognizing this, the State Library has a grant program - \$5M in total at this time – to help cover much of the costs associated with connecting libraries to CalREN so that they can provide high-speed Internet to communities that may not otherwise have the financial resources to access such high-speed Internet.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. \$135,645.71
629-00000-3636-Califa Award Year 6
629-403-082-502-0000 – Califa Award Year 6

APPROVED:  MIS

ENVIRONMENTAL REVIEW:

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

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Approved by the Library Board of Trustees on April 7, 2021.

ATTACHMENTS:

1. Resolution.
2. State Library's Award Letter.
3. Staff Report.



Staff Report

April 20, 2021

AGENDA ITEM

Resolution of the City Council of the City of National City approving the acceptance of the *High-Speed Broadband in California Libraries Grant* Year 6 from State Library in the amount of \$135,645.71 to cover the equipment costs associated with high-speed networking upgrade at the National City Public Library. (IT/Library).

BACKGROUND

The broadband project has been rolled out in two phases:

Phase One

In March 2015, National City Public Library joined other California public libraries to participate in the implementation phase of the High-Speed Broadband in California Libraries Project also named the "Lighting Up California Libraries" Initiative.

This initiative, spearheaded by the State Library through an appropriation approved by Governor Brown, allowed public libraries to join the Corporation for Education Network Initiatives in California (CENIC), use its high speed broadband fiber network CalREN (California Research and Education Network), and get improved Internet connectivity at significantly lower prices. CalREN is high-capacity 3,800-mile fiber-optic-based network designed to meet the unique requirements of over 20 million users, including the vast majority of K-20 students together with educators, researchers, and others working in California's vital public-serving institutions. This is the same network that links the University of California, the state university system, community colleges, and public school districts.

Phase Two

Beginning April 2019, the program has expanded opportunities for qualified/eligible public libraries to apply for funding in the following areas:

- First year connection costs
- Equipment to support connections
- Consulting costs related to configuration and installation of equipment
- Construction costs related to expansion of necessary infrastructure to make connections
- Construction costs related to required upgrades of inside wiring and other facilities to make connections viable
- Technical network training for librarians

Califa Group, the largest library network in California with a consortium of more than 230 public, academic, schools, and special libraries, currently serves as the administrative and fiscal agent for the broadband project, providing assistance to California public libraries connected to or in the process of connecting to CENIC's CalREN network. Califa also pays for the CENIC "backbone fee", which comes out to a few million dollars per year with funds provided by the State Library. However, California public libraries are not assessed any of the costs associated with this "backbone access" fee. They only have to pay the so-called "last mile" circuit costs to connect themselves to CENIC's CalREN network.

AWARD

March 19, 2021, a grant in the amount of **\$135,645.71** has been awarded to National City Public Library to cover the costs of networking-and/or-connectivity-specific equipment associated with upgrading the library's current Internet bandwidth from 1Gbps to 10Gbps. The grant is effective for the period beginning July 2019 to ending June 2022.

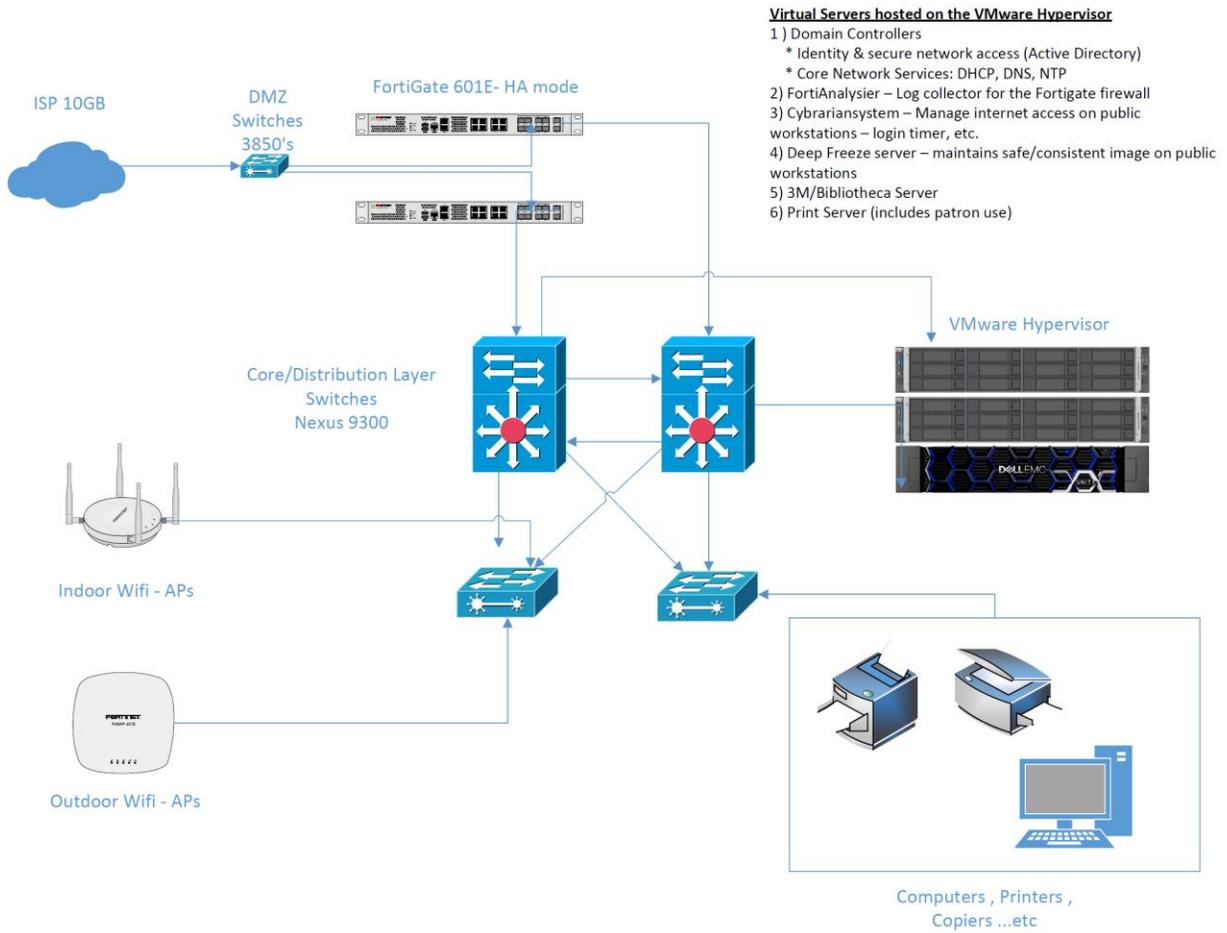
See Proposed Budget for Grant-Eligible Project Costs attached.

PROJECT SCOPE

The broadband upgrade, combined with the new hardware equipment that specifically accommodate increased Internet speed will allow the Library to fully accommodate the current social lifestyle by:

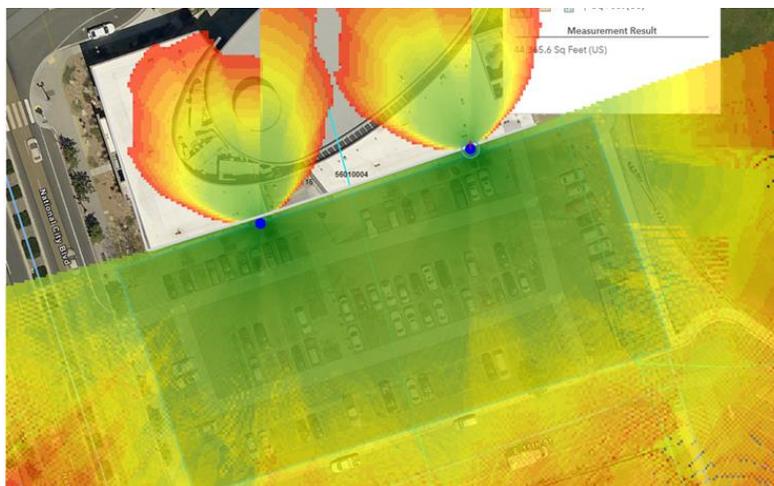
- Offering better support for individual and group online learning;
- Introducing library new services and programs;
- Providing better and quicker Internet connectivity;
- Circumventing bottleneck problems during peak hour use even when streaming heavy data videos and online meetings;
- Accommodating patron's multiple mobile devices use in the library;
- Expanding Wi-Fi coverage to beyond the library building to include the entire parking lot adjacent to the library. Access to the library's Wi-Fi will be available to library visitors beyond library's operating hours and 24/7.

The funds provided by the grant will be used to purchase the following hardware:



Proposed Project Timeline

- Phase 1 – Install and configure the outdoor wireless to expand the coverage service to include the parking lot adjacent to the library.
Estimated completion date of phase one: August 2021.



- Phase 2 - Design, install, and configure the core network infrastructure to support the 10 GB bandwidth, including firewalls, switches, wireless controller, uninterruptible Power Supply and Access control IPS/IDS/ Web content filtering.
Estimated completion date of phase 2: November 2021.

- Phase 3 - Design, install, and configure the servers and storage infrastructure that will be hosting virtual servers, core network services, identity, secure network access, data security, and backup system.
Estimated completion date of phase 3: March 2022.

- Phase 4 – Migrate all the data from the old environment to the new one and install and configure monitoring tools, backup system, log analyzer, and set up a disaster recovery plan for business continuity.
Estimated completion date of phase 4: June 2022.

Proposed Budget for Grant-Eligible Project Costs by Branch

Column A	Column B	Column C	Column D
Project Budget Detail	CSL Grant	USAC E-rate	CSL + USAC
A) Site Name: National City Public Library			
Year 6 RFP CENIC CPE & installation for 10 Gbps circuit upgrade (x1)	\$ 22,060.00	\$ -	\$ 22,060.00
APC Smart-UPS SRT 2200VA RM + tax (x4)	\$ 7,854.75	\$ -	\$ 7,854.75
NETWORK PERFORMANCE MONITOR SL 100 (SolarWinds) (x1)	\$ 2,995.00	\$ -	\$ 2,995.00
NETWORK CONFIGURATION MANAGER DL50 (SolarWinds) (x1)	\$ 3,085.00	\$ -	\$ 3,085.00
LOG ANALYZER (SolarWinds) (x1)	\$ 3,195.00	\$ -	\$ 3,195.00
FortiAnalyzer Virtual Appliance - license - 500 GB capacity, 1 GB logs per (FAZ-VM-BASE) (x1)	\$ 908.00	\$ -	\$ 908.00
FortiAnalyzer Virtual Appliance - license - additional 1 GB logs per day (FAZ-VM-GB1) (x1)	\$ 310.00	\$ -	\$ 310.00
Fortinet Threat Detection Service - subscription license (3 yr) - 1-6 GB (FC1-10-LV0VM-149-02-36) (x1)	\$ 1,330.55	\$ -	\$ 1,330.55
FORTINET 3YR 24X7 FC FAZ-VM1-5G LOGS (FC1-10-LV0VM-248-02-36) (x1)	\$ 1,889.75	\$ -	\$ 1,889.75
FortiConverter - subscription license renewal (1 year) - 1 license (FC-10-F6H1E-189-02-12) (x1)	\$ 355.72	\$ -	\$ 355.72
Fortinet FortiGate 601E - UTM Bundle - security appliance with 1 yr (FG-601E-BDL-950-12) (x2)	\$ 17,751.04	\$ -	\$ 17,751.04
Sales tax for FortiConvert & FortiGate (CDW vendor quote) (x1)	\$ 1,553.22	\$ -	\$ 1,553.22
Cisco Nexus 93180YC-EX - switch - 48 ports (x2)	\$ 14,900.00	\$ -	\$ 14,900.00
LAN Enterprise License for Nexus 9300 Platform (x2)	\$ 3,990.00	\$ -	\$ 3,990.00
Outdoor Wireless Universal AP (FAP-U422EV-A) (x3)	\$ 3,787.26	\$ -	\$ 3,787.26
FortiAP-U422EV 1 Year 24x7 FortiCare Contract (FC-10-P0422-247-02-12) (x3)	\$ 530.49	\$ -	\$ 530.49
Sales tax on WiFi AP (Connection vendor quote) (x1)	\$ 377.80	\$ -	\$ 377.80
Dell PowerEdge server, 71.43% cost allocation based on eligible services (x1)	\$ 36,472.13	\$ -	\$ 36,472.13
Cisco Catalyst 3850 48 Port switch (WS-C3850-12X48U-E) (x2)	\$ 12,300.00	\$ -	\$ 12,300.00
Hardware Maint SNT-8X5XNBD Cisco Catalyst 3850 48 Port (DEX-SNT-WSC385UE) (x2)	\$ -	\$ -	\$ -
Subtotal	\$ 135,645.71	\$ -	\$ 135,645.71
Project Budget Detail	CSL Grant	USAC E-rate	CSL + USAC
B) Site Name:			
(insert funding request description)	\$ -	\$ -	\$ -
(insert funding request description)	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Project Budget Detail	CSL Grant	USAC E-rate	CSL + USAC
C) Site Name:			
(insert funding request description)	\$ -	\$ -	\$ -
(insert funding request description)	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Project Budget Detail	CSL Grant	USAC E-rate	CSL + USAC
D) Site Name:			
(insert funding request description)	\$ -	\$ -	\$ -
(insert funding request description)	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Project Budget Detail	CSL Grant	USAC E-rate	CSL + USAC
E) Site Name:			
(insert funding request description)	\$ -	\$ -	\$ -
(insert funding request description)	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Summary	CSL Grant	USAC E-rate	CSL + USAC
Total Request for Eligible Projects	\$ 135,645.71	\$ -	\$ 135,645.71
Subtract the Local Income Per Capita Cash Match from Library (p. 5 grant docs)	\$ -	\$ -	\$ -
Subtract Grant Funding Requested	\$ 135,645.71	\$ -	\$ 135,645.71
Total Remaining Funds Needed to Complete Projects	\$ -	\$ -	\$ -



March 19, 2021

Minh Duong, City Librarian
National City Public Library
1401 National City Blvd.
National City, CA 91950-4401

Re: High-Speed Broadband in California Libraries Grant – Year 6

Dear Ms. Duong,

This letter constitutes State Library approval of the grant application by the National City Public Library in the following amount(s) for the above-named project:

Technology and Hardware funding: \$135,645.71

Total award of \$135,645.71

The grant is effective immediately for the period beginning July 2019 and ending June 2022.

Congratulations on being among the public libraries in California to benefit from this program!

Please work with Christian DeLay, Broadband Project Manager for Califa, who is the administrative and fiscal agent for this project. You may contact him at cdelay@califa.org. You should expect payment of this grant in whole from Califa.

Periodic narrative and fiscal reports will be required and forms and instructions will follow shortly. The reports should include how funds were expended and a summary of the progress made in fulfilling grant requirements.

Respectfully yours,

Greg Lucas
California State Librarian

Cc: Paula MacKinnon, Executive Director, Califa
Christian DeLay, Broadband Project Manager, Califa



Library Broadband Upgrade

National City Public Library

April 20, 2021

Library Broadband Upgrade

Background

- ❖ Part of the state-wide *Lighting Up California Libraries Initiative* to implement high-speed broadband in California public libraries.
- ❖ CalREN (California Research & Education Network) – links University of California, state university system, community colleges, public school districts, and Chan Zuckerberg Biohub. <https://cenic.org>
- ❖ Current broadband speed: 1 Gbps => Upgrading to 10 Gbps.
- ❖ Grant Amount: \$135,645.71 to cover hardware and equipment costs (firewalls, routers, Wi-Fi access points, etc.) associated with high-speed networking upgrade.
- ❖ Project Timeline: to be completed by June 2022.



Library Broadband Upgrade

Upgrade Benefits

- ❖ Fiber-Optic Internet – higher speed and more reliable connection than copper or DSL; stronger signal.
- ❖ Multiple Users Supported.
- ❖ Multiple Mobile Devices Supported.
- ❖ More Bandwidth = videoconferencing, streaming media, content creation, specialized software, longer sessions on terminals, online meetings, unlimited wireless access.
- ❖ More programming capability – new services and programs both in-person and remotely.
- ❖ Wi-Fi – expansion of Wi-Fi to cover the library parking lot.

Library Broadband Upgrade

Tech Overview

- ❖ Phase 1: Installing and configuring the outdoor wireless to expand the coverage service to include the parking lot adjacent to the library. Estimated completion date: August 2021.
- ❖ Phase 2 - Designing, installing, and configuring the core network infrastructure to support the 10 GB bandwidth, including firewalls, switches, wireless controller, uninterruptible Power Supply and Access control IPS/IDS/ Web content filtering. Estimated completion date: November 2021.
- ❖ Phase 3 - Adding servers and storage infrastructure to the network. The VMware hypervisor will be hosting virtual servers, core network services, identity, and secure network access, data security, and backup system. Estimated completion date: March 2022.
- ❖ Phase 4 – Migrating data, installing/configuring monitoring tools, backup system, log analyzer, and setting up a disaster recovery plan for business continuity. Estimated completion date: June 2022.



Questions

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE ACCEPTANCE OF THE HIGH-SPEED BROADBAND IN CALIFORNIA LIBRARIES GRANT YEAR SIX (6) FROM THE STATE LIBRARY IN THE AMOUNT OF \$135,645.71 TO COVER THE EQUIPMENT COSTS ASSOCIATED WITH HIGH-SPEED NETWORKING UPGRADE AT THE NATIONAL CITY PUBLIC LIBRARY

WHEREAS, the High-Speed Broadband in California Libraries Project aims at bringing high-speed broadband to all California public libraries by connecting them to CalREN, a high-capacity 3,800-mile fiber-optic based network designed to meet the unique requirements of over 20 million users, including the vast majority of K-20 students together with educators, researchers, and others working in California's public-serving institutions; and

WHEREAS, equipment costs associated with high-speed networking (e.g. firewalls, routers, Wi-Fi access points) as well as fiber/microwave construction and network consulting are very expensive; and

WHEREAS, the California State Library has a five (5) million dollar grant program to help cover much of the costs associated with connecting libraries to CalREN, so that they can provide high-speed Internet to communities that may not otherwise have the financial resources to access such high-speed Internet; and

WHEREAS, on March 19, 2021, a grant in the amount of \$135,645.71 was awarded to the City of National City Public Library to cover the costs of networking-and/or-connectivity-specific equipment associated with upgrading the library's current Internet bandwidth from 1Gbps to 10Gbps; and

WHEREAS, City staff recommends approving the acceptance of the High-Speed Broadband in California Libraries Grant Year Six (6) from the California State Library in the amount of \$135,645.71 to cover the equipment costs associated with high-speed networking upgrades at the City of National City Public Library.

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

Section 1: Approve the acceptance of the High-Speed Broadband in California Libraries Grant Year Six (6) from the California State Library in the amount of \$135,645.71 to cover the equipment costs associated with high-speed networking upgrade at the National City Public Library.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the appropriation of \\$650,551.50 for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency \(FEMA\); 2\) establishing corresponding revenue and expenditure accounts; and 3\) committing to providing a local match of \\$216,850.50. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the appropriation of \$650,551.50 for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency (FEMA); 2) establishing corresponding revenue and expenditure accounts; and 3) committing to providing a local match of \$216,850.50.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

PHONE: 619-336-4360

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

Revenue Account: 296-06198-3498 - \$650,551.50

Expenditure Account: 296-409-500-598-6198 (Paradise Creek Mitigation Project at Kimball Way) – \$650,551.50

Local Match: 001-409-500-598-7049 (Drainage Improvements) – \$216,850.50 (funds available through prior City Council appropriations)

APPROVED: _____

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

CEQA/NEPA and all required environmental permits where completed as part of Phase I.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt a Resolution authorizing the appropriation of \$650,551.50 for Phase II – Implementation phase for the Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by FEMA; establishing corresponding revenue and expenditure accounts; and committing to providing a local match of \$216,850.50.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Grant Award Letter w/ Approval Supplemental Funds
3. Updated Grant Subaward Information Sheet Notification Letter
4. Resolution

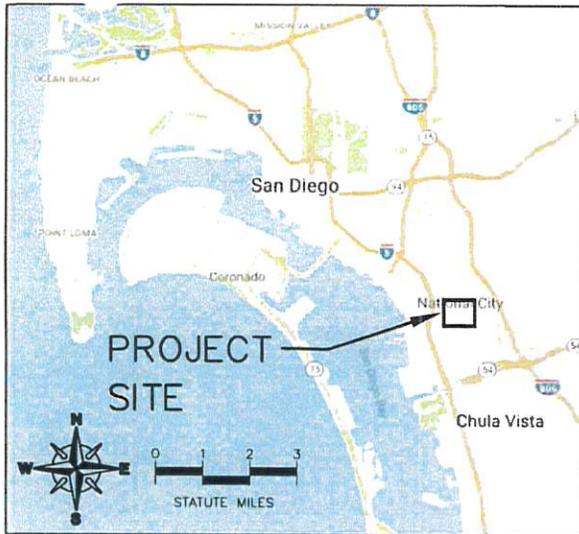
Explanation

On November 1, 2017, the Engineering and Public Works Department submitted a project proposal for a California Governor's Office of Emergency Services (CalOES) grant to improve Paradise Creek between Highland Avenue and Kimball Way. The proposed project will provide water quality and flood control features through the revegetation of the 340 linear foot section of the channel, removing and replacing the failing retaining wall located on the south side of the channel, repairing and stabilizing the slopes with Articulated Concrete Blocks, installing new steel bar screens at the inlets and outlets and a new perimeter wrought iron fence to prevent unauthorized access.

On March 19, 2019, staff was notified from CalOES that the City of National City had been awarded Federal funding for Phase 1 of the project in the amount of \$143,685.00, which requires a local match of \$47,895.00, resulting in a total project cost of \$191,580.00. Phase 1 included a field survey, geotechnical analysis, stream modeling, environmental review and engineering design and permits. On June 18, 2019, the City Council authorized the appropriation of grant funding for the Phase 1 of the project. Phase 1 of the project was completed on July 19, 2020.

On September 8, 2020, staff was notified by CalOES that the City of National City had been awarded Federal funding for Phase 2 - Implementation phase of the project in an amount of \$456,296.25, which requires a local match of \$152,098.75, resulting in a Phase 2 cost of \$608,395.00. However, on November 2, 2020, staff requested additional funds from CalOES for this phase of the project since the awarded funding was not sufficient to complete the proposed improvements. On February 25, 2021, staff was notified by CalOES that the requested additional funding for Phase 2, implementation phase, of the project was approved in amount of \$194,255.25, with a corresponding local match of \$64,751.75. The updated project cost incorporating the additional funds is \$650,551.50 in federal grant funds, and a local match of \$216,850.50, for a total Phase 2 cost of \$867,402.00. Additionally, on February 25, 2021, staff also received approval for a time extension establishing the new performance period end date as February 18, 2022.

Staff is requesting authorization to establish an Engineering Grants Fund appropriation of \$650,551.50 and corresponding revenue and expenditure budgets to allow for reimbursement of eligible project expenditures through the California Governor's Office of Emergency Services (CalOES) for the Project. The required local match of \$216,850.50 is available through prior City Council appropriations.



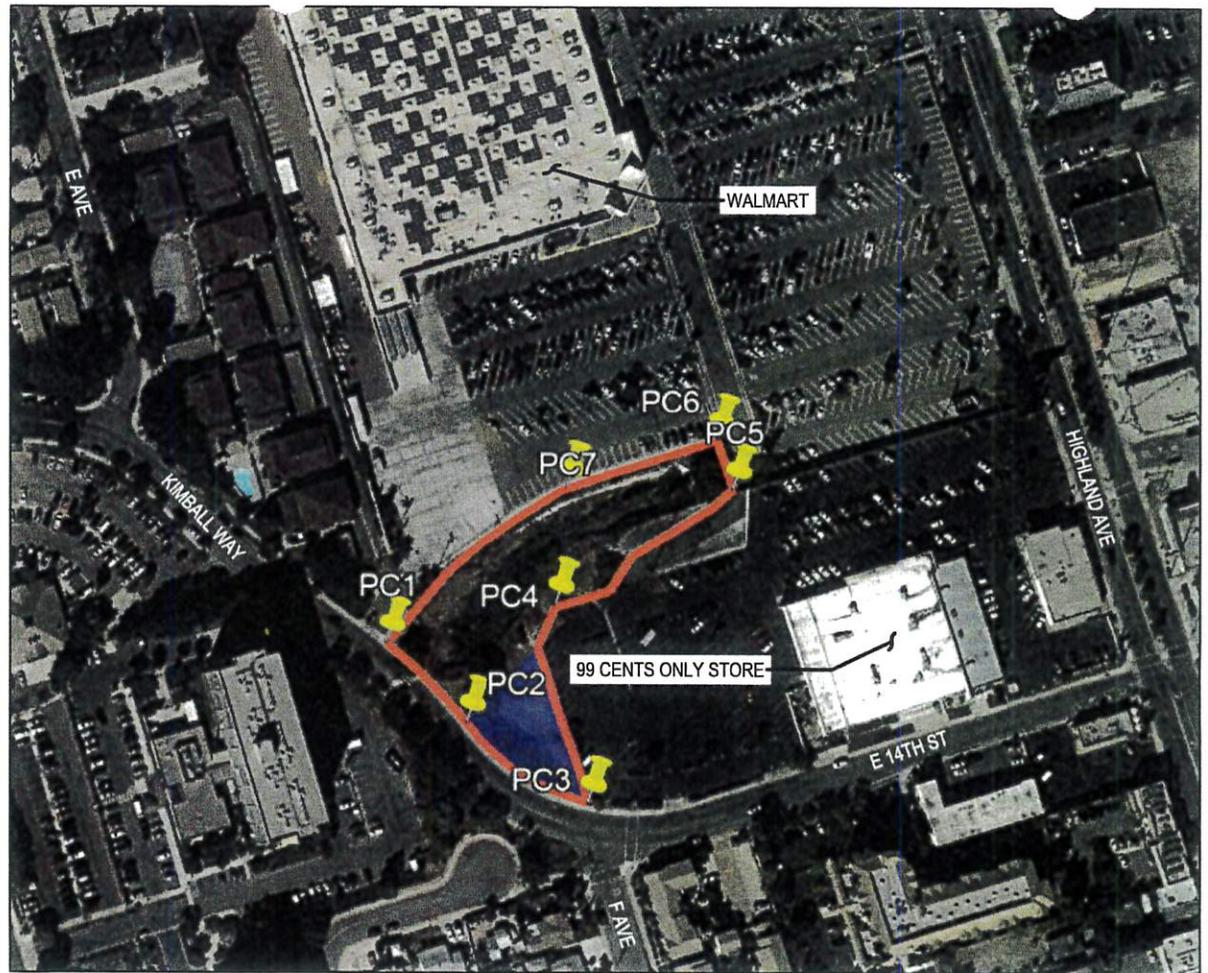
VICINITY MAP
SCALE: 1" = 20,000 FT

LEGEND:

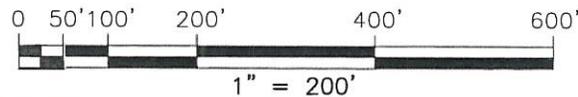
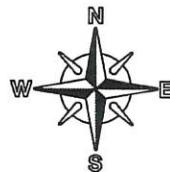
-  PROJECT BOUNDARY
-  PROJECT STAGING AREA

PROJECT COORDINATES

ID	LATITUDE	LONGITUDE
PC1	32.673004°	-117.099533°
PC2	32.672766°	-117.099238°
PC3	32.672531°	-117.098800°
PC4	32.673132°	-117.098928°
PC5	32.673491°	-117.098294°
PC6	32.673645°	-117.098357°
PC7	32.673490°	-117.098897°



PROJECT LOCATION MAP
SCALE: 1" = 200'



**ATTACHMENT A:
VICINITY AND PROJECT LOCATION MAPS**



NATIONAL CITY, CALIFORNIA

PARADISE CREEK AT HIGHLAND



FEMA

August 20, 2020

Mark S. Ghilarducci
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Ave.
Mather, California 95655

Reference: Approval of Phase Two Construction
HMGP-4308-227-31R, FIPS Code #073-50398
City of National City Paradise Creek Improvements at Highland Avenue (Phase 2)
Supplement #43

Dear Mr. Ghilarducci:

We have approved Phase Two funding for the above-referenced Hazard Mitigation Grant Program (HMGP) project from the City of National City (Subrecipient).

In our letter, dated March 19, 2019, we approved a Phase One for the Subrecipient to prepare information for FEMA's continued reviews of programmatic eligibility and Environmental Planning and Historic Preservation (EHP) compliance.

Upon receiving the Phase One submittals, we determined the project is eligible for the Phase Two construction funding. The approved Phase Two total cost is \$608,395.00, and as shown in the enclosed Supplement #43 Obligation Report, we awarded a 75 percent Federal Share of \$456,296.25. The local match is \$152,098.75. These funds are now available in Smartlink for eligible reimbursements.

The total project cost estimate is \$799,975, and a summary of approved funding is as follows:

	75% Federal Share	25% Match	Total Cost
Phase One, Supplement #19	\$143,685.00	\$47,895.00	\$191,580.00
<u>Phase Two, Supplement #43</u>	<u>\$456,296.25</u>	<u>\$152,098.75</u>	<u>\$608,395.00</u>
Estimated Total Project Cost	\$599,981.25	\$199,993.75	\$799,975.00

August 20, 2020

Page 2

This approval of construction funding is subject to the following:

1. Budget Changes - Changes are permitted within the approved budget for unanticipated and limited adjustments; however, cost overruns require FEMA's prior approval. Overruns shall continue to meet cost share and eligibility requirements, and new BCA may be required.

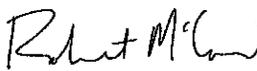
No close-out of the Phase One is necessary. Any Phase One cost underruns shall be applied to the Phase Two construction or de-obligated. Please refer to the Guidance, Part VI.D.3.

2. Scope of Work (SOW) – The propose mitigation is to improve a section of Paradise Creek east of Kimball Way. The existing concrete side slopes and channel bed would be removed, and regraded, reinforced, and recompacted with fill. The creek bed will be lined with open cell articulated concrete blocks and revegetated.
3. The *Fiscal Year 2015 Hazard Mitigation Assistance Guidance (Guidance)* is a definitive policy document to be treated as an official position on HMGP-4308-DR-CA matters.
4. Project Activity Completion Date – The project schedule in the application identified that all work will be completed in 12 months or by August 20, 2021. Please be advised that all federal funds may be de-obligated for work that is not completed within schedule, and for which no extension is approved.
5. National Environmental Policy Act (NEPA) - EHP determined the SOW is Categorically Excluded (CE or CATEX) from the need to prepare either an environmental assessment or environmental impact statement. Please inform the Subrecipient that conditions during construction exist in the enclosed Record of Environmental Consideration (REC), and noncompliance may place the project in jeopardy of a termination.
6. This award is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions*, amended February 2005. Federal funds may be de-obligated for work that does not comply with the Guidance and these conditions.

August 20, 2020
Page 3

If you have any questions or need further assistance, please contact me, or your staff may contact Aaron Lim, Hazard Mitigation Assistance Specialist, at aaron.lim@fema.dhs.gov or at (510) 627-7036.

Sincerely,

for 

Digitally signed by ROBERT P
MCCORD
Date: 2020.08.20 11:55:29 -07'00'

Juliette Hayes
Director
Mitigation Division
FEMA Region IX

Enclosures (4):

NEMIS Supplement #43 (Amendment #1)
NEMIS Project Management Report
REC_HMGP_4308-227-31R_(Phase_2)
Standard HMGP Conditions

cc: Monika Saputra, Cal OES
Robin Shepard, Cal OES
Andrew Gillings, Cal OES
Whitney Braziel, Cal OES



February 25, 2021

Frank Parra
Director of Emergency Services
National City, City of
1243 National City Boulevard
National City, CA 91950-7251

Subject: **Notification of Approval of Supplemental Funds**
Hazard Mitigation Grant Program
FEMA-**4308-DR-CA**, Project #**PJ0227**, FIPS #**073-50398**,
Supplement #**54**

Dear Mr. Parra:

The California Governor's Office of Emergency Services (Cal OES) has received the enclosed supplement from the Federal Emergency Management Agency (FEMA) approving **\$194,255.25** in additional funds for this grant subaward. A copy of FEMA's letter is enclosed for your records.

Payments will be made on a reimbursement basis using the Hazard Mitigation Reimbursement Request form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the grant subaward closeout process. Please note that the submitted DUNS Number for this project must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this grant subaward.

Please read the enclosed supplement. In accordance with Title 44 Code of Federal Regulations, Part 206.440, if you disagree with FEMA's obligated amount or scope of work listed in the supplement, you can appeal. All appeals must be in writing and received by Cal OES within 60 days from the receipt of this letter.

If you have any questions or need assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110.

Recovery Financial Processing Unit

Enclosures

c: Applicant's File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110



FEMA

February 22, 2021

Mark S. Ghilarducci
Governor's Authorized Representative
Governor's California Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

RECEIVED
FEB 23 2021
730066
FINANCIAL PROCESSING UNIT

Reference: Approval Additional Funding Request
HMGP-4308-227-31R, City of National City
Paradise Creek Improvements at Highland Avenue Mitigation Project
Supplement #54 Obligation Report

Dear Mr. Ghilarducci:

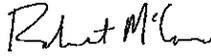
We have reviewed and approved the request for additional funding for the above-referenced Hazard Mitigation Grant Program (HMGP) project subapplication. The total funding awarded for this project is shown in the table below. The \$194,255.25 federal share additional funding is now available in Smartlink for eligible disbursements.

	Federal Share	Local Match	Total Cost
Phase One, Supplement #19	\$143,685.00	\$47,895.00	\$191,580.00
Phase Two, Supplement #43	\$456,296.25	\$152,098.75	\$608,395.00
<u>Budget Increase, Supplement #XX</u>	<u>\$194,255.25</u>	<u>\$64,751.75</u>	<u>\$259,007.00</u>
Total Project Cost	\$794,236.50	\$264,745.50	\$1,058,982.00

Please advise the Subrecipient that federal funds may be de-obligated for work that is not completed by February 18, 2022, and for which no time extension is approved.

If you have any questions, please contact Aaron Lim, Hazard Mitigation Assistance Specialist, at (510) 627-7036 or aaron.lim@fema.dhs.gov.

Sincerely,

for 
Digitally signed by
ROBERT P. MCCORD
Date: 2021.02.23 08:54:18
-08'00'

Kathryn Lipiecki
Director
Mitigation Division
FEMA Region IX

Enclosures (2):

NEMIS Obligation Report
NEMIS Project Management Report

cc: Andrew Gillings, Cal OES
Michele Telfer, Cal OES
Robin Shepard, Cal OES
Monika Saputra, Cal OES

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4308	31 -R	2	227	3	54	CA	Statewide

Subrecipient: National City

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Subrecipient FIPS Code: 073-50398

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$794,236.50	\$794,236.50	\$0.00	\$0.00

Project Amount	Recipient Admin Est	Subrecipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$194,255.25	\$0.00	\$0.00	\$194,255.25	02/23/2021	Accept	2021

Comments

Date: 02/22/2021 User Id: SSCOTT39

Comment: Approved funding for 4308-227-31R, San Diego County, National City, Paradise Creek Improvements at Highland Avenue for \$194,255.25.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 02/22/2021

HMO Authorization Name: AARON LIM

HMO Authorization Date: 02/22/2021



Digitally signed by ROBERT P MCCORD

Date: 2021.02.23 11:08:45 -08'00'

_____ Authorizing Official Signature	_____ Authorizing Official Title	_____ Authorization Date
_____ Authorizing Official Signature	_____ Authorizing Official Title	_____ Authorization Date

HAZARD MITIGATION GRANT PROGRAM

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4308	31-R	2	227	CA	Statewide

Subrecipient: National City

FIPS Code: 073-50398

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Recipient : Statewide

Subrecipient : National City

Recipient County Name : San Diego

Subrecipient County Name : San Diego

Recipient County Code : 73

Subrecipient County Code : 73

Recipient Place Name : National City

Subrecipient Place Name : National City

Recipient Place Code : 0

Subrecipient Place Code : 50398

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
1	Design & Permits	3.7 Months	00/00/0000	00/00/0000	00/00/0000
0	Design & Permits	3.7 Months	00/00/0000	00/00/0000	00/00/0000
2	Design & Permits	3.7 Months	00/00/0000	00/00/0000	00/00/0000
0	Construction	5.3 Months	00/00/0000	00/00/0000	00/00/0000
1	Construction	5.3 Months	00/00/0000	00/00/0000	00/00/0000
2	Construction	5.3 Months	00/00/0000	00/00/0000	00/00/0000
0	Project Closeout	3 Months	00/00/0000	00/00/0000	00/00/0000
1	Project Closeout	3 Months	00/00/0000	00/00/0000	00/00/0000
2	Project Closeout	3 Months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$1,058,982.00	75.000000000	\$794,236.50	25.000000000	\$264,745.50

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Number	Proj Alloc Amount Fed Share	Recipient Admin Amount	Subrecipient Admin Amount	Total Alloc Amount
8	A	03/15/2019	03/14/2019	2019	2800551	3	\$143,685.00	\$0.00	\$0.00	\$143,685.00
26	A	08/19/2020	08/19/2020	2020	2918479	16	\$456,296.25	\$0.00	\$0.00	\$456,296.25
37	A	02/22/2021	02/22/2021	2021	3231134	7	\$194,255.25	\$0.00	\$0.00	\$194,255.25
Total							\$794,236.50	\$0.00	\$0.00	\$794,236.50

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Recipient Admin Amount	Subrecipient Admin Amount	Total Obligated Amount
1	A	03/15/20	03/15/2019	2019	2844037	0	19	\$143,685.00	\$0.00	\$0.00	\$143,685.00
2	A	08/19/20	08/19/2020	2020	3048645	1	43	\$456,296.25	\$0.00	\$0.00	\$456,296.25

02/22/2021
4:19 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4308	31-R	2	227	CA	Statewide

Subrecipient: National City

FIPS Code: 073-50398

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Obligations

Action Nr	IFMIS Status	IFMIS Submission Date	FY	SFS Support Rec ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Recipient Admin Amount	Subrecipient Admin Amount	Total Obligated Amount
3	A	02/23/2020:02/22/2021	2021	3400922	2	54	\$194,255.25	\$0.00	\$0.00	\$194,255.25
Total							\$794,236.50	\$0.00	\$0.00	\$794,236.50



February 25, 2021

Frank Parra
Director of Emergency Services
National City, City of
1243 National City Boulevard
National City, CA 91950-7251

Subject: **Updated Grant Subaward Information Sheet Notification**
Hazard Mitigation Grant Program
FEMA-**4308**-DR-CA, Project #**PJ0227**, FIPS #**073-50398**

Dear Mr. Parra:

In compliance with 2 CFR Ch. II §200.331, the California Governor's Office of Emergency Services (Cal OES) is sending you an updated Supplemental Grant Subaward Information sheet to reflect recent changes to information regarding your subaward. This document has the following revision(s):

- A new performance period end date. The new end date for this project is February 18, 2022.
- A new approved project funding amount. \$794,236.50 is now the approved funding amount for this project due to an additional obligation in the amount of \$194,255.25.

Please review the enclosed document to verify its accuracy. For further assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110.

Recovery Financial Processing Unit
Enclosures: Supplemental Grant Subaward Information Sheet
c: Applicant's File



**California Governor's Office of Emergency Services
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

Cal OES Contact Information Section:

Governor's Office of Emergency Services
Mark S. Ghilarducci, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 phone • (916) 845-8511 fax

Cal OES Use only	Cal OES #	073-50398-00
	FIPS #	073-50398
	VS #	No longer required
	Subaward #	DR4308-PJ0227
	PCA	82884
	Federal Award Dates	From: 2/1/17 To: 10/31/24

1. Subrecipient: National City, City of **1a. DUNS#:** 072494073

2. Implementing Agency: City of National City **2a. DUNS#:** _____

3. Implementing Agency Address: 1243 National City Boulevard National City CA 91950-7251
Street City Zip+4

4. Location of Project: City of National City San Diego 91950-7251
City County Zip+4

5. Federal Award Identification Number: FEMA-4308-DR-CA **6. Performance Period:** 3/15/2019 to 2/18/2022

7. Indirect Cost Rate: **N/A;** **10% de minimis;** **Federally Approved ICR** _____ %

Supp No.	A. Federal Share	B. Non-Federal Share	C. Admin Cost	D. CDA (STATE)	E. Total Project Cost	Fed / Non Fed Percentage
8 19	\$143,685.00	\$47,895.00	\$0.00		\$191,580.00	75/25%
9 43	\$456,296.25	\$152,098.75	\$0.00		\$608,395.00	
10 54	\$194,255.25	\$64,751.75	\$0.00		\$259,007.00	
11					\$0.00	
12. TOTALS	\$794,236.50	\$264,745.50	\$0.00		^{12 E} Total Project Cost \$1,058,982.00	

13. Federal Awarding Agency Section

Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
Hazard Mitigation Grant Program / 97.039	U.S. Department of Homeland Security, Federal Emergency Management Agency	\$1,058,982.00	N/A

14. Primary Authorized Agent: _____ **15. Federal Employer ID Number:** 95-6000749

Name: Frank Parra Title: Director of Emergency Services

Telephone: (619) 336-4551 FAX: (619) 336-4562 Email: Fparra@nationalcityca.gov
(area code) (area code)

Mailing Address: 1243 National City Boulevard National City CA 91950-7251
Street City Zip+4

Payment Mailing Address: 1243 National City Boulevard National City CA 91950-7251
City Zip+4

16. Project Description Section:
Paradise Creek Improvements at Highland Avenue

17. Research & Development Section:

• Is this Subaward a Research & Development grant? Yes No

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE APPROPRIATION OF \$650,551.50 FOR THE PHASE II – IMPLEMENTATION PHASE OF PARADISE CREEK MITIGATION AT KIMBALL WAY PROJECT, REIMBURSABLE THROUGH THE HAZARD MITIGATION GRANT PROGRAM APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); 2) ESTABLISHING CORRESPONDING REVENUE AND EXPENDITURE ACCOUNTS; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF \$216,850.50

WHEREAS, on November 1, 2017, the City of National City (“City”) Engineering and Public Works Department submitted a project proposal for a California Governor’s Office of Emergency Services (“CalOES”) grant to improve Paradise Creek between Highland Avenue and Kimball Way; and

WHEREAS, the proposed project will provide water quality and flood control features through the reconstruction and revegetation of the 340 linear foot section of the channel; and

WHEREAS, Phase 1 included a field survey, geotechnical analysis, stream modeling, environmental, engineering, design and permits and Phase 2 will include project construction; and

WHEREAS, on March 19, 2019, CalOES notified City staff was that the City of National City (“City”) had been awarded Federal funding for Phase 1 of the project in the amount of \$143,685.00, which requires a local match of \$47,895.00, resulting in a total project cost of \$191,580.00;and

WHEREAS, on September 8, 2020, CalOES notified City staff that the City had been awarded Federal funding for Phase II - Implementation Phase of the project in an amount of \$456,296.25, which requires a local match of \$152,098.75, resulting in a Phase II cost of \$608,395.00; and

WHEREAS, on November 2, 2020, City staff requested additional funds from CalOES for Phase 2 of the project since the awarded funding was not sufficient to complete the proposed improvements; and

WHEREAS, on February 25, 2021, CalOES notified City staff that the requested additional funding for Phase II, was approved in the amount of \$194,255.25, and a corresponding local match of \$64,751.75 with a new performance period end date of February 18, 2022; and

WHEREAS, the required total local match for the Phase II - Implementation Phase of \$216,850.50 is available through prior City Council appropriations; and

WHEREAS, City staff is requesting authorization to establish an Engineering Grants Fund appropriation of \$650,551.50 and corresponding revenue and expenditure budgets to allow for reimbursement of eligible project expenditures through the CalOES for the Project.

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

Section 1: Authorize the appropriation of \$650,551.50 for Phase II – Implementation Phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency (“FEMA”).

Section 2: Authorize establishing corresponding revenue and expenditure accounts.

Section 3: Commit to providing a local match of \$216,850.50.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective April 20, 2021. \(Community Services\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective April 20, 2021.

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: 

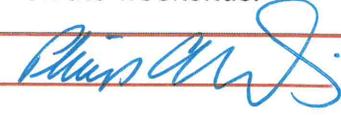
EXPLANATION:

In May 1984, the City entered into an Agreement with American Golf Corporation (AGC) for the operation of the National City Golf Course. Per the Agreement, fees charged to patrons will be comparable to competing Southern California public golf courses. In addition, changes in fees require City Council approval. AGC has submitted a request to increase green fees to become effective April 20, 2021. AGC has included a competitive market analysis, including green fees from the Chula Vista Golf Course, Bonita Golf Course, Enagic Golf Club at Eastlake, and Balboa Park 9 Hole Golf Course. AGC is requesting the fee increase to cover increased costs associated with minimum wage, utilities, and food and beverage. AGC estimates the increase in green fees will bring in an additional \$10,000 in revenue to the City. The last fee increase was approved by City Council in August 2006, which included an increase to non-resident green fees and an increase in golf cart fees for all users. At the time, resident green fees remained the same on weekdays and were reduced by \$1 on the weekends.

FINANCIAL STATEMENT:

ACCOUNT NO.

001-41000-3317 (Rental - Las Palmas Golf Course) - \$10,000

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

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

STAFF RECOMMENDATION:

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective April 20, 2021.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Amendment and insurance
2. AGC letter and market analysis
3. Resolution



**AMENDMENT TO THE LEASE AND OPERATING AGREEMENT
BY AND BETWEEN THE CITY OF NATIONAL CITY
AND AMERICAN GOLF CORPORATION**

This Amendment (“Amendment”) to the Lease and Operating Agreement by and between the City of National City and American Golf Corporation (“Agreement”), is entered into this 20th day of April, 2021, by and between the City of National City (the “Landlord”) and American Golf Corporation, a California corporation (“Tenant”).

RECITALS

WHEREAS, the Landlord and Tenant, previously entered into the Agreement entitled “Lease and Operating Agreement for Las Palmas Municipal Golf Course between the City of National City and American Golf Corporation” dated May 3, 1984, and said Agreement was subsequently amended on various dates, with the last amendment occurring on August 6, 2006;

WHEREAS, in the Agreement the Landlord engages the Tenant to operate the real property commonly known as the National City Golf Course, located at 1439 Sweetwater Road, National City, California (the “Premises”) as a public golf course, driving range, club house, restaurant and bar, provide golf lessons, and a golf pro shop;

WHEREAS, Article 10.2, establishes all fees charged to patrons at the Premises will be comparable to competing Southern California public golf courses for similar goods and services; and

WHEREAS, Article 10.4, further agrees that changes in green fees, prices, or policies will first require the approval of Landlord;

NOW THEREFORE, the Landlord and Tenant agree as follows:

1. Article 10.2 of the Agreement is hereby amended, effective April 20, 2021, to read as follows:

A. Tenant and Landlord agree that green fees and cart fees will be as follows:

	Weekday Walking	Weekday Riding	Weekend/Holiday Walking	Weekend/Holiday Riding
Adult (ages 18-60)	\$17	\$29	\$22	\$34
Adult Resident (ages 18-60)	\$15	\$27	\$20	\$32

Senior (ages 60 and older)	\$15	\$27	\$20	\$32
Senior Resident (ages 60 and older)	\$11	\$23	\$19	\$31
Junior (ages 7-17)	\$10	\$22	\$15	\$27
Active Military	\$15	\$27	\$20	\$32
Twilight (after 3 p.m.)	\$12	\$24	\$17	\$29
Replay Rate (day of play)	\$12	\$24	\$17	\$29

Driving Range	
Small Bucket (35 golf balls)	\$7
Medium Bucket (70 golf balls)	\$13
Large Bucket (105 golf balls)	\$17

For purposes of this Section 1, "seniors" shall mean all persons 60 years old or older and "juniors" shall mean all persons 17 years old or younger.

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

CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

By: _____
Jennifer K. Gilman
Deputy City Attorney

AMERICAN GOLF CORPORATION, A CALIFORNIA CORPORATION

(Corporation – signatures of two corporate officers required)

By: 

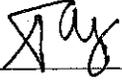
(Name)

MICHAEL NIEMOLS

(Print)

PRESIDENT

(Title)

By: 

(Name)

Rand Hugely

(Print)

General Counsel / Secretary

(Title)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are obligated pursuant to a written contract or agreement executed prior to a loss to provide such insurance as is afforded by this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Endorsement Changes the Policy. Please Read It Carefully.

COMMERCIAL AUTOMOBILE ENHANCEMENT

This endorsement modifies coverage provided under the following:

BUSINESS AUTO COVERAGE FORM

1. BROADENED INSURED COVERAGE

Under **Section II – COVERED AUTOS LIABILITY COVERAGE**, the following changes are made:

A. BROAD NAMED INSURED

The following is added to **A. Coverage, paragraph 1. Who Is An Insured:**

- d. Any legally incorporated entity of which you own more than 50% of the voting stock on the effective date of this coverage part is an insured.

B. ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT

The following is added to **A. Coverage, paragraph 1. Who Is An Insured:**

- e. Any person or organization, not otherwise identified as an "insured" in this coverage or by endorsement to this coverage, that you are required by written contract, written agreement or written permit to name as an "insured". However, such person or organization is an "insured" only:
 - (1) With respect to the operation, maintenance or use of a covered "auto"; and
 - (2) For "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the written contract or written agreement; or
 - (b) The permit has been issued to you.

The insurance provided under item **B.** above applies on a primary basis if that is required by the written contract, written agreement or written permit. Coverage under this provision is limited to the minimum limits of liability stipulated in that written contract, written agreement or written permit or the amount of loss not to exceed the Limit of Liability shown in the Declarations, whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to **A. Coverage, paragraph 1. Who Is An Insured:**

- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. FELLOW EMPLOYEE COVERAGE

B. Exclusions, paragraph 5. Fellow Employee is deleted and replaced with the following:

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, we will cover "bodily injury" caused by your "employee" to his or her fellow "employee" if the "bodily injury" results from the use of a covered "auto".

2. ADDITIONAL SUPPLEMENTARY PAYMENTS

Section II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, paragraph 2.a. Coverage Extensions, Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

- (2) Up to \$5000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

3. KNOWLEDGE AND NOTICE OF OCCURRENCE

Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, paragraph 2. Duties In The Event Of Accident, Claim, Suit Or Loss, item a. is deleted and replaced by the following and item d., is added:

- a. In the event of an "accident", claim, "suit" or "loss" you must give us or our authorized representative prompt notice of the "accident" or "loss" when the "accident", claim, "suit" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership or joint venture;
 - (3) An "executive officer" or director if you are an organization other than a partnership, joint venture or limited liability company;
 - (4) A member, if you are a limited liability company;
 - (5) A trustee if you are a trust; or
 - (6) An "employee" designated by you to give us such a notice.

This notice should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- d. Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "accident", claim, "suit" or "loss", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

4. WAIVER OF SUBROGATION

The following is added to **Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions**, paragraph **5. Transfer of Rights of Recovery Against Other To Us**:

If the insured has waived those rights prior to the "accident" or "loss", our rights are waived also.

5. UNINTENTIONAL ERRORS AND OMISSIONS

The following is added to **Section IV - BUSINESS AUTO CONDITIONS, B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional and you report the failure to us as soon as practicable after its discovery. However, we reserve the right to charge additional premium for any such hazard.

6. BROADENED PHYSICAL DAMAGE COVERAGE

Under **Section III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

A. WAIVER OF DEDUCTIBLE - GLASS REPAIR

The following is added to **D. Deductible**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

B. ADDITIONAL TRANSPORTATION EXPENSES

A. Coverage, 4. Coverage Extensions, paragraph **a. Transportation Expenses** is deleted and replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

C. ADDITIONAL LOSS OF USE EXPENSES

A. Coverage, 4. Coverage Extensions, paragraph **b. Loss Of Use Expenses** is deleted and replaced by the following:

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1500.

D. COST TO RECOVER STOLEN AUTO

The following is added to **A. Coverage, 4. Coverage Extensions.**

We will pay reasonable and necessary expenses incurred by you to return a stolen, covered "auto" from the place where it is recovered to its usual garaging place. The most we will pay for such expenses is \$1000. This Coverage Extension does not apply if your business is selling, servicing or repairing "autos".

E. PERSONAL EFFECTS COVERAGE

The following is added to **A. Coverage, 4. Coverage Extensions.**

In the event of a total theft of a covered "auto", we will pay for personal effects owned by an "insured" and in or on the covered "auto" at the time of "loss". The most we will pay for such personal effects is \$500 per "loss". No deductibles apply to this Personal Effects Coverage.

F. AIRBAGS – ACCIDENTAL DISCHARGE COVERAGE

The following is added to **B. Exclusions, paragraph 3.**

This exclusion does not apply to the accidental or unintended discharge of an airbag. The most we will pay for such "loss" is \$1000. This coverage is excess over any other collectible insurance or warranty.

G. VEHICLE WRAP COVERAGE

The following is added to **A. Coverage, 4. Coverage Extensions.**

In the event of a total "loss" to a covered "auto" and in addition to the actual cash value of the covered "auto", we will pay up to \$1000 to repair or replace vehicle wraps displayed on the "auto" at the time of "loss". The most we will pay under the Vehicle Wrap Coverage is \$5000 for any one "loss", regardless of the number of covered "autos" deemed a total "loss". For the purpose of this coverage, vehicle wraps are full color, graphic images printed on vinyl film and attached to an "auto".

7. ADDITIONAL DEFINITIONS

The following is added to **Section V – DEFINITIONS:**

"Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

This endorsement forms a part of
Policy Number: ADVS1093P0
Insured: AMERICAN GOLF CORPORATION

Effective Date: 07-27-2020

POLICY NUMBER: WCDS1070S0

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 anyone not named in the Schedule.

Schedule

**PARTIES WITH WHOM THE INSURED HAS ENTERED INTO A
WRITTEN WAIVER AGREEMENT PRIOR TO THE DATE OF LOSS.**

*****THIS ENDORSEMENT DOES NOT APPLY TO NEW JERSEY*****

DATE OF ISSUE: 08-11-20



February 1, 2021

Audrey Denham
Acting Director of Community Services
Community Services Department
City of National City

Dear Ms. Denham,

As per our Lease with the City of Nation City (Section 10.4): *Tenant further agrees that changes in green fees, prices for policies will first require the approval of Landlord, which approval shall not be unreasonably withheld*, American Golf Corporation is submitting this request to increase green fee and cart fees at National City Golf Course. We are requesting that these new rates take effect on February 15th, 2021.

Since our last rate increase in 2006, National City Golf Course has been and will continue to be faced with a variety of operational cost increases included but not limited to food and beverage inventory, minimum wage, health care benefits as well as water and other utilities. Since National City Golf Course has not taken a rate increase in over 15 years, we are requesting that the rates be more in comparison with the surrounding areas in Southern California for 9 hole facilities.

- Minimum wage increase - \$200,00+ over the past 10 years
- Overall utilities and Other Expenses increase - \$50,000+ over the past 10 years
- Food and Beverage costs have increased 2-4% annually since 2006 - \$20,000+

The Players Club player development program continues to be a great success in the City, with over 800 members currently guests are really taking advantage of the savings that come with the membership.

Attached is the spreadsheet that has been used in the past to show in depth detail on the current and proposed rates as well as comparisons with the courses that “compete” for our players. If you have any questions, please feel free to contact me anytime with questions.

Sincerely,

Gary Johnson

Gary Johnson
Regional Manager
American Golf Corporation

Competitive Market Analysis, National City Golf Course

Thursday, March 11, 2021

18 And 9-Hole Rates

Course	Weekday	Weekend
Chula Vista Golf Course		
<i>Rack Rate</i>	\$27 Walk, \$42 Ride	\$39 Walk, \$54 Ride
<i>Resident Rate - Must Purchase An Annual Resident Card For \$20</i>	\$22 Walk, \$37 Ride	\$31 Walk, \$46 Ride
<i>9-Hole Rate (Back Nine) - Before 7:30am Only</i>	\$13 Walk, \$23 Ride	\$18 Walk, \$28 Ride
<i>9-Hole Resident Rate (Back Nine) - Before 7:30am Only</i>	\$11 Walk, \$21 Ride	\$15 Walk, \$25 Ride
<i>Senior Rate (Over 62 Years Old) - Must Be A Resident And Purchase An Annual Resident Card For \$20</i>	\$15 Walk, \$30 Ride	No Senior Rates
<i>Twilight Rate - Starts at 1:00pm</i>	\$19 Walk, \$34 Ride	\$21 Walk, \$36 Ride
<i>Twilight Resident Rate - Starts at 1:00pm</i>	\$15 Walk, \$30 Ride	\$19 Walk, \$34 Ride
<i>Super Twilight Rate - Starts at 3:00pm</i>	\$13 Walk, \$23 Ride	\$16 Walk, \$26 Ride
<i>Super Twilight Resident Rate - Starts at 3:00pm</i>	\$10 Walk, \$20 Ride	\$13 Walk, \$23 Ride
<i>Junior Rate</i>	\$13 Walk, \$28 Ride	\$16 Walk, \$31 Ride
<i>Replay Rate</i>	\$10 Walk, \$20 Ride	\$15 Walk, \$25 Ride

Course	Weekday	Weekend
Bonita Golf Course		
<i>Rack Rate</i>	\$34 Walk, \$48 Ride	\$48 Walk, \$62 Ride
<i>9-Hole Rate (Back Nine) - Before 7:30am Only</i>	\$21 Walking Only	\$26 Walking Only
<i>Twilight Rate - Starts at 1:00pm</i>	\$25 Walk, \$39 Ride	\$30 Walk, \$44 Ride
<i>Junior Rate</i>	\$15 Walk, \$29 Ride	\$15 Walk, \$29 Ride
<i>Replay Rate</i>	\$25 Walk, \$39 Ride	\$30 Walk, \$44 Ride
<i>"Seasonal" Super Twilight Rate - Summer Months After 5:00pm - Did Not Have In 2020 and No Plans To In 2021</i>	Comparable to 9 Hole Rate	Comparable to 9 Hole Rate

Course	Weekday	Weekend
Enagic Golf Club		
<i>Rack Rate</i>	\$100, Includes Cart	\$125, Includes Cart
<i>Resident Rate</i>	\$55 : M-Thur, \$65 : Fri, Includes Cart	\$75 Includes Cart
<i>9-Hole Rate (Back Nine) - From 7:00am to 7:40am Only - Includes Breakfast Sandwich or Burrito</i>	\$30 : M-Thur, \$35 : Fri, Includes Cart	\$40 Includes Cart
<i>Senior Rate (Over 60 Years Old) - Includes Breakfast Sandwich or Burrito</i>	\$55 : M-Thur Only, Includes Cart	No Senior Rate
<i>Twilight Rack Rate - Starts at 3:00pm</i>	\$55, Includes Cart	\$65, Includes Cart
<i>Twilight Resident Rate - Starts at 3:00pm</i>	\$45, Includes Cart	\$50, Includes Cart
<i>Junior Rate - Walking - 15 Years Old and Younger With Paying Adult</i>	\$15 : M-Thur, \$20 : Fri	\$20
<i>Replay Rate</i>	\$25 : M-Thur, \$30 : Fri, Includes Cart	\$30, Includes Cart
<i>No Super Twilight Rate</i>		

Course	Weekday	Weekend
Balboa Golf Course 9-Hole		
<i>Rack Rate</i>	\$20 Walk, \$32 Ride	\$25 Walk, \$37 Ride
<i>Resident Rate - Must Purchase An Annual Resident Card For \$25</i>	\$15 Walk, \$27 Ride	\$20 Walk, \$32 Ride
<i>No Twilight, Junior or Replay Rates</i>		

National City Golf Course	Weekday	Weekend	National City Golf Course	Weekday	Weekend
CURRENT RATES			PROPOSED RATES		
<i>Rack Rate</i>	\$12 Walk, \$20 Ride	\$15 Walk, \$23 Ride	<i>Rack Rate</i>	\$17 Walk, \$29 Ride	\$22 Walk, \$34 Ride
<i>Resident Rate</i>	\$10 Walk, \$18 Ride	\$13 Walk, \$21 Ride	<i>Resident Rate</i>	\$15 Walk, \$27 Ride	\$20 Walk, \$32 Ride
<i>Early Bird Rate - Before 8:00am</i>	\$9 Walk, \$17 Ride	\$15 Walk, \$23 Ride	<i>Early Bird - Before 8:00am</i>	N/A	N/A
<i>Senior (Over 60 Years Old) and Military Rate</i>	\$10 Walk, \$18 Ride	\$11 Walk, \$19 Ride	<i>Senior and Military Rate</i>	\$15 Walk, \$27 Ride	\$20 Walk, \$32 Ride
<i>Senior Resident Rate</i>	\$7 Walk, \$15 Ride	\$8 Walk, \$16 Ride	<i>Senior Resident Rate</i>	\$11 Walk, \$23 Ride	\$19 Walk, \$31 Ride
<i>Junior Rate</i>	\$7 Walk, \$15 Ride	\$8 Walk, \$16 Ride	<i>Junior Rate</i>	\$10 Walk, \$22 Ride	\$15 Walk, \$27 Ride
<i>Twilight Rate - Starts at 3:00pm</i>	\$9 Walk, \$17 Ride	\$11 Walk, \$19 Ride	<i>Twilight Rate - Starts at 3:00pm</i>	\$12 Walk, \$24 Ride	\$17 Walk, \$29 Ride
<i>Replay Rate</i>	\$8 Walk, \$12 Ride	\$8 Walk, \$12 Ride	<i>Replay Rate</i>	\$12 Walk, \$24 Ride	\$17 Walk, \$29 Ride

Proposed - DRIVING RANGE PRICING

Bucket Pricing	Small	\$7.00	Approx.	35 Balls
	Medium	\$13.00	Approx.	70 Balls
	Large	\$17.00	Approx.	105 Balls

Current - DRIVING RANGE PRICING

Bucket Pricing	Small	\$7.00	Approx.	35 Balls
	Medium	\$12.00	Approx.	70 Balls
	Large	\$15.00	Approx.	105 Balls

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND AMERICAN GOLF CORPORATION TO INCREASE GREEN FEES EFFECTIVE APRIL 20, 2021

WHEREAS, in May 1984, the City of National City (“City”) and American Golf Corporation (“AGC”) entered into a Lease and Operating Agreement for the National City Golf Course; and

WHEREAS, per the Agreement, fees charged to patrons will be comparable to competing Southern California public golf courses; and

WHEREAS, AGC has submitted a request to increase green fees by \$2 to become effective April 1, 2021; and

WHEREAS, AGC is requesting the fee increase to cover increased costs associated with minimum wage, utilities, and food and beverages; and

WHEREAS, the last fee increase approved by City Council was August 2006; and

WHEREAS, the increase in green fees will bring in an estimated additional \$10,000 in revenue to the City.

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

Section 1: Authorize the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees by \$2 effective April 20, 2021.

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

PASSED and ADOPTED this 20th day of April, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [The Protecting the Right to Organize \(PRO\) Act \(HR. 842\). \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO. _____

ITEM TITLE:

The Protecting the Right to Organize (PRO) Act (HR. 842). (City Manager)

PREPARED BY: Tony Winney, Assistant City Manager | **DEPARTMENT:** City Manager's Office

PHONE: (619) 336-4240

APPROVED BY: _____



EXPLANATION:

At the City Council meeting on April 6, 2021, the City Council asked staff to return with additional information on HR 842, also known as the Protecting the Right to Organize Act, as introduced to the US Congress. Please see attached analysis of the bill.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. _____

APPROVED: _____ **MIS**

No Fiscal Impact.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

No staff recommendation. City Council can choose to direct staff to draft a letter of support, opposition or remain neutral on the legislation.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Exhibit A – Explanation
Exhibit B – Text of HR 842 Protecting the Right to Organize Act
Exhibit C – City Council Policy #301 - Legislative and Judicial Platform

Exhibit A

Explanation and Background: Expressing support of the Protecting the Right to Organize (PRO) Act (HR. 842)

Summary

At the City Council meeting on April 6, 2021, the City Council asked staff to return with additional information on HR 842, also known as the Protecting the Right to Organize Act, as introduced to the US Congress.

The bill was introduced on February 2, 2021 and was passed by the US House of Representatives on March 9, 2021. If the Act passes in the Senate, it would impact both unionized and non-unionized workplaces.

The National League of Cities has not taken a position on this bill.

City Legislative Platform

The City of National City's Legislative Platform as outlined in City Council Policy #301 states the following regarding Employee Relations.

"The City supports efforts that provide the City with necessary resources and authority to establish appropriate working conditions and benefits to its employees. This includes preserving and enhancing equal employment opportunities for all people seeking employment, and opposing efforts that remove the local decision making authority in employee issues.

The City is supportive of efforts that result in improved public and private sector labor management relations and opposes efforts that impose state mandates.

The City supports efforts to prevent abuses within the compensation system, which in turn results in increased costs to the municipality."

It is important to note that while local governments are not subject to the National Labor Relations Act which is amended by the bill, it may have the potential to remove local decision making authority in employee issues and impose state mandates that would be influenced by the passage of the bill and through associated case law.

City Council approval is required on those issues which do not fall directly within the parameters of the legislative and judicial platform, such as this bill.

Bill Summary

Below is the summary of the bill as provided by the Congressional Research Service (CRS) of the Library of Congress, which works exclusively for the United States Congress, providing policy and legal analysis to committees and Members of both the House and Senate, regardless of party affiliation. CRS provides Congress with analysis that is authoritative, confidential, objective, and non-partisan.

Protecting the Right to Organize Act of 2021: this bill expands various labor protections related to employees' rights to organize and collectively bargain in the workplace.

Among other things, it (1) revises the definitions of *employee*, *supervisor*, and *employer* to broaden the scope of individuals covered by the fair labor standards; (2) permits labor organizations to encourage participation of union members in strikes initiated by employees represented by a different labor organization (i.e., secondary strikes); and (3) prohibits employers from bringing claims against unions that conduct such secondary strikes.

The bill also allows collective bargaining agreements to require all employees represented by the bargaining unit to contribute fees to the labor organization for the cost of such representation, notwithstanding a state law to the contrary; and expands unfair labor practices to include prohibitions against replacement of, or discrimination against, workers who participate in strikes.

The bill makes it an unfair labor practice to require or coerce employees to attend employer meetings designed to discourage union membership and prohibits employers from entering into agreements with employees under which employees waive the right to pursue or a join collective or class-action litigation.

The bill further prohibits employers from taking adverse actions against an employee, including employees with management responsibilities, in response to that employee participating in protected activities related to the enforcement of the prohibitions against unfair labor practices (i.e., whistleblower protections). Such protected activities include

- providing information about a potential violation to an enforcement agency,
- participating in an enforcement proceeding,
- initiating a proceeding concerning an alleged violation or assisting in such a proceeding, or
- refusing to participate in an activity the employee reasonably believes is a violation of labor laws.

Finally, the bill addresses the procedures for union representation elections, provides employees with the ability to vote in such elections remotely by telephone or the internet, modifies the protections against unfair labor practices that result in serious economic harm, and establishes penalties and permits injunctive relief against entities that fail to comply with National Labor Relations Board orders.

117TH CONGRESS
1ST SESSION

H. R. 842

IN THE SENATE OF THE UNITED STATES

MARCH 11, 2021

Received; read twice and referred to the Committee on Health, Education,
Labor, and Pensions

AN ACT

To amend the National Labor Relations Act, the Labor Management Relations Act, 1947, and the Labor-Management Reporting and Disclosure Act of 1959, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

2 (a) SHORT TITLE.—This Act may be cited as the
3 “Protecting the Right to Organize Act of 2021”.

4 (b) TABLE OF CONTENTS.—The table of contents for
5 this Act is as follows:

Sec. 1. Short title; table of contents.

TITLE I—AMENDMENTS TO THE NATIONAL LABOR RELATIONS
ACT

Sec. 101. Definitions.

Sec. 102. Reports.

Sec. 103. Appointment.

Sec. 104. Unfair labor practices.

Sec. 105. Representatives and elections.

Sec. 106. Damages for unfair labor practices.

Sec. 107. Enforcing compliance with orders of the board.

Sec. 108. Injunctions against unfair labor practices involving discharge or other
serious economic harm.

Sec. 109. Penalties.

Sec. 110. Limitations on the right to strike.

Sec. 111. Fair share agreements permitted.

TITLE II—AMENDMENTS TO THE LABOR MANAGEMENT RELA-
TIONS ACT, 1947 AND THE LABOR-MANAGEMENT REPORTING
AND DISCLOSURE ACT OF 1959

Sec. 201. Conforming amendments to the Labor Management Relations Act,
1947.

Sec. 202. Amendments to the Labor-Management Reporting and Disclosure Act
of 1959.

TITLE III—OTHER MATTERS

Sec. 301. Electronic voting in Union elections.

Sec. 302. GAO report on sectoral bargaining.

Sec. 303. Severability.

Sec. 304. Authorization of appropriations.

Sec. 305. Rule of Construction.

Sec. 306. Rule of Construction.

Sec. 307. Rule of Construction.

Sec. 308. Rule of Construction.

Sec. 309. GAO Report.

1 **TITLE I—AMENDMENTS TO THE**
2 **NATIONAL LABOR RELATIONS**
3 **ACT**

4 **SEC. 101. DEFINITIONS.**

5 (a) JOINT EMPLOYER.—Section 2(2) of the National
6 Labor Relations Act (29 U.S.C. 152(2)) is amended by
7 adding at the end the following: “Two or more persons
8 shall be employers with respect to an employee if each
9 such person codetermines or shares control over the em-
10 ployee’s essential terms and conditions of employment. In
11 determining whether such control exists, the Board or a
12 court of competent jurisdiction shall consider as relevant
13 direct control and indirect control over such terms and
14 conditions, reserved authority to control such terms and
15 conditions, and control over such terms and conditions ex-
16 ercised by a person in fact: *Provided*, That nothing herein
17 precludes a finding that indirect or reserved control stand-
18 ing alone can be sufficient given specific facts and cir-
19 cumstances.”.

20 (b) EMPLOYEE.—Section 2(3) of the National Labor
21 Relations Act (29 U.S.C. 152(3)) is amended by adding
22 at the end the following: “An individual performing any
23 service shall be considered an employee (except as pro-
24 vided in the previous sentence) and not an independent
25 contractor, unless—

1 “(A) the individual is free from control and
2 direction in connection with the performance of
3 the service, both under the contract for the per-
4 formance of service and in fact;

5 “(B) the service is performed outside the
6 usual course of the business of the employer;
7 and

8 “(C) the individual is customarily engaged
9 in an independently established trade, occupa-
10 tion, profession, or business of the same nature
11 as that involved in the service performed.”.

12 (c) SUPERVISOR.—Section 2(11) of the National
13 Labor Relations Act (29 U.S.C. 152(11)) is amended—

14 (1) by inserting “and for a majority of the indi-
15 vidual’s worktime” after “interest of the employer”;

16 (2) by striking “assign,”; and

17 (3) by striking “or responsibly to direct them,”.

18 **SEC. 102. REPORTS.**

19 Section 3(c) of the National Labor Relations Act is
20 amended—

21 (1) by striking “The Board” and inserting “(1)
22 The Board”; and

23 (2) by adding at the end the following:

24 “(2) Effective January 1, 2023, section 3003 of the
25 Federal Reports Elimination and Sunset Act of 1995

1 (Public Law 166–44; 31 U.S.C. 1113 note) shall not apply
2 with respect to reports required under this subsection.

3 “(3) Each report issued under this subsection shall—

4 “(A) include no less detail than reports issued by the
5 Board prior to the termination of such reports under sec-
6 tion 3003 of the Federal Reports Elimination and Sunset
7 Act of 1995 (Public Law 166–44; 31 U.S.C. 1113 note);

8 “(B) list each case in which the Designated Agency
9 Ethics Official provided advice regarding whether a Mem-
10 ber should be recused from participating in a case or rule-
11 making; and

12 “(C) list each case in which the Designated Agency
13 Ethics Official determined that a Member should be
14 recused from participating in a case or rulemaking.”.

15 **SEC. 103. APPOINTMENT.**

16 Section 4(a) of the National Labor Relations Act (29
17 U.S.C. 154(a)) is amended by striking “, or for economic
18 analysis”.

19 **SEC. 104. UNFAIR LABOR PRACTICES.**

20 Section 8 of the National Labor Relations Act (29
21 U.S.C. 158) is amended—

22 (1) in subsection (a)—

23 (A) in paragraph (5), by striking the pe-
24 riod and inserting “;”; and

25 (B) by adding at the end the following:

1 “(6) to promise, threaten, or take any action—

2 “(A) to permanently replace an employee
3 who participates in a strike as defined by sec-
4 tion 501(2) of the Labor Management Rela-
5 tions Act, 1947 (29 U.S.C. 142(2));

6 “(B) to discriminate against an employee
7 who is working or has unconditionally offered to
8 return to work for the employer because the
9 employee supported or participated in such a
10 strike; or

11 “(C) to lockout, suspend, or otherwise
12 withhold employment from employees in order to
13 influence the position of such employees or the
14 representative of such employees in collective
15 bargaining prior to a strike; and

16 “(7) to communicate or misrepresent to an em-
17 ployee under section 2(3) that such employee is ex-
18 cluded from the definition of employee under section
19 2(3).”;

20 (2) in subsection (b)—

21 (A) by striking paragraphs (4) and (7);

22 (B) by redesignating paragraphs (5) and
23 (6) as paragraphs (4) and (5), respectively;

1 (C) in paragraph (4), as so redesignated,
2 by striking “affected;” and inserting “affected;
3 and”; and

4 (D) in paragraph (5), as so redesignated,
5 by striking “; and” and inserting a period;

6 (3) in subsection (c), by striking the period at
7 the end and inserting the following: “: *Provided*,
8 That it shall be an unfair labor practice under sub-
9 section (a)(1) for any employer to require or coerce
10 an employee to attend or participate in such employ-
11 er’s campaign activities unrelated to the employee’s
12 job duties, including activities that are subject to the
13 requirements under section 203(b) of the Labor-
14 Management Reporting and Disclosure Act of 1959
15 (29 U.S.C. 433(b)).”;

16 (4) in subsection (d)—

17 (A) by redesignating paragraphs (1)
18 through (4) as subparagraphs (A) through (D),
19 respectively;

20 (B) by striking “For the purposes of this
21 section” and inserting “(1) For purposes of this
22 section”;

23 (C) by inserting “and to maintain current
24 wages, hours, and terms and conditions of em-

1 employment pending an agreement” after “arising
2 thereunder”;

3 (D) by inserting “: *Provided*, That an em-
4 ployer’s duty to collectively bargain shall con-
5 tinue absent decertification of the labor organi-
6 zation following an election conducted pursuant
7 to section 9” after “making of a concession.”;

8 (E) by inserting “*further*” before “, That
9 where there is in effect”;

10 (F) by striking “The duties imposed” and
11 inserting “(2) The duties imposed”;

12 (G) by striking “by paragraphs (2), (3),
13 and (4)” and inserting “by subparagraphs (B),
14 (C), and (D) of paragraph (1)”;

15 (H) by striking “section 8(d)(1)” and in-
16 serting “paragraph (1)(A)”;

17 (I) by striking “section 8(d)(3)” and in-
18 serting “paragraph (1)(C)” in each place it ap-
19 pears;

20 (J) by striking “section 8(d)(4)” and in-
21 serting “paragraph (1)(D)”;

22 (K) by adding at the end the following:

23 “(3) Whenever collective bargaining is for the pur-
24 pose of establishing an initial collective bargaining agree-

1 ment following certification or recognition of a labor orga-
2 nization, the following shall apply:

3 “(A) Not later than 10 days after receiving a
4 written request for collective bargaining from an in-
5 dividual or labor organization that has been newly
6 recognized or certified as a representative as defined
7 in section 9(a), or within such further period as the
8 parties agree upon, the parties shall meet and com-
9 mence to bargain collectively and shall make every
10 reasonable effort to conclude and sign a collective
11 bargaining agreement.

12 “(B) If after the expiration of the 90-day pe-
13 riod beginning on the date on which bargaining is
14 commenced, or such additional period as the parties
15 may agree upon, the parties have failed to reach an
16 agreement, either party may notify the Federal Me-
17 diation and Conciliation Service of the existence of
18 a dispute and request mediation. Whenever such a
19 request is received, it shall be the duty of the Service
20 promptly to put itself in communication with the
21 parties and to use its best efforts, by mediation and
22 conciliation, to bring them to agreement.

23 “(C) If after the expiration of the 30-day period
24 beginning on the date on which the request for me-
25 diation is made under subparagraph (B), or such ad-

1 ditional period as the parties may agree upon, the
2 Service is not able to bring the parties to agreement
3 by conciliation, the Service shall refer the dispute to
4 a tripartite arbitration panel established in accord-
5 ance with such regulations as may be prescribed by
6 the Service, with one member selected by the labor
7 organization, one member selected by the employer,
8 and one neutral member mutually agreed to by the
9 parties. The labor organization and employer must
10 each select the members of the tripartite arbitration
11 panel within 14 days of the Service’s referral; if the
12 labor organization or employer fail to do so, the
13 Service shall designate any members not selected by
14 the labor organization or the employer. A majority
15 of the tripartite arbitration panel shall render a deci-
16 sion settling the dispute as soon as practicable and
17 not later than within 120 days, absent extraordinary
18 circumstances or by agreement or permission of the
19 parties, and such decision shall be binding upon the
20 parties for a period of 2 years, unless amended dur-
21 ing such period by written consent of the parties.
22 Such decision shall be based on—
23 “(i) the employer’s financial status and
24 prospects;

1 “(ii) the size and type of the employer’s
2 operations and business;

3 “(iii) the employees’ cost of living;

4 “(iv) the employees’ ability to sustain
5 themselves, their families, and their dependents
6 on the wages and benefits they earn from the
7 employer; and

8 “(v) the wages and benefits other employ-
9 ers in the same business provide their employ-
10 ees.”;

11 (5) by amending subsection (e) to read as fol-
12 lows:

13 “(e) Notwithstanding chapter 1 of title 9, United
14 States Code (commonly known as the ‘Federal Arbitration
15 Act’), or any other provision of law, it shall be an unfair
16 labor practice under subsection (a)(1) for any employer—

17 “(1) to enter into or attempt to enforce any
18 agreement, express or implied, whereby prior to a
19 dispute to which the agreement applies, an employee
20 undertakes or promises not to pursue, bring, join,
21 litigate, or support any kind of joint, class, or collec-
22 tive claim arising from or relating to the employ-
23 ment of such employee in any forum that, but for
24 such agreement, is of competent jurisdiction;

1 “(2) to coerce an employee into undertaking or
2 promising not to pursue, bring, join, litigate, or sup-
3 port any kind of joint, class, or collective claim aris-
4 ing from or relating to the employment of such em-
5 ployee; or

6 “(3) to retaliate or threaten to retaliate against
7 an employee for refusing to undertake or promise
8 not to pursue, bring, join, litigate, or support any
9 kind of joint, class, or collective claim arising from
10 or relating to the employment of such employee:
11 *Provided*, That any agreement that violates this sub-
12 section or results from a violation of this subsection
13 shall be to such extent unenforceable and void: *Pro-*
14 *vided further*, That this subsection shall not apply to
15 any agreement embodied in or expressly permitted
16 by a contract between an employer and a labor orga-
17 nization.”;

18 (6) in subsection (g), by striking “clause (B) of
19 the last sentence of section 8(d) of this Act” and in-
20 serting “subsection (d)(2)(B)”; and

21 (7) by adding at the end the following:

22 “(h)(1) The Board shall promulgate regulations re-
23 quiring each employer to post and maintain, in con-
24 spicuous places where notices to employees and applicants
25 for employment are customarily posted both physically and

1 electronically, a notice setting forth the rights and protec-
2 tions afforded employees under this Act. The Board shall
3 make available to the public the form and text of such
4 notice. The Board shall promulgate regulations requiring
5 employers to notify each new employee of the information
6 contained in the notice described in the preceding two sen-
7 tences and to ensure that such notice is provided to em-
8 ployees in a language spoken by such employees.

9 “(2) Whenever the Board directs an election under
10 section 9(c) or approves an election agreement, the em-
11 ployer of employees in the bargaining unit shall, not later
12 than 2 business days after the Board directs such election
13 or approves such election agreement, provide a voter list
14 to a labor organization that has petitioned to represent
15 such employees. Such voter list shall include the names
16 of all employees in the bargaining unit and such employ-
17 ees’ home addresses, work locations, shifts, job classifica-
18 tions, and, if available to the employer, personal landline
19 and mobile telephone numbers, and work and personal
20 email addresses; the voter list must be provided in a
21 searchable electronic format generally approved by the
22 Board unless the employer certifies that the employer does
23 not possess the capacity to produce the list in the required
24 form. Not later than 9 months after the date of enactment
25 of the Protecting the Right to Organize Act of 2021, the

1 Board shall promulgate regulations implementing the re-
2 quirements of this paragraph.

3 “(i) The rights of an employee under section 7 in-
4 clude the right to use electronic communication devices
5 and systems (including computers, laptops, tablets, inter-
6 net access, email, cellular telephones, or other company
7 equipment) of the employer of such employee to engage
8 in activities protected under section 7 if such employer has
9 given such employee access to such devices and systems
10 in the course of the work of such employee, absent a com-
11 pelling business rationale for denying or limiting such
12 use.”.

13 **SEC. 105. REPRESENTATIVES AND ELECTIONS.**

14 Section 9 of the National Labor Relations Act (29
15 U.S.C. 159) is amended—

16 (1) in subsection (c)—

17 (A) by amending paragraph (1) to read as
18 follows:

19 “(1) Whenever a petition shall have been filed, in ac-
20 cordance with such regulations as may be prescribed by
21 the Board, by an employee or group of employees or any
22 individual or labor organization acting in their behalf al-
23 leging that a substantial number of employees (i) wish to
24 be represented for collective bargaining and that their em-
25 ployer declines to recognize their representative as the rep-

1 representative defined in section 9(a), or (ii) assert that the
2 individual or labor organization, which has been certified
3 or is being recognized by their employer as the bargaining
4 representative, is no longer a representative as defined in
5 section 9(a), the Board shall investigate such petition and
6 if it has reasonable cause to believe that a question of rep-
7 resentation affecting commerce exists shall provide for an
8 appropriate hearing upon due notice. Such hearing may
9 be conducted by an officer or employee of the regional of-
10 fice, who shall not make any recommendations with re-
11 spect thereto. If the Board finds upon the record of such
12 hearing that such a question of representation exists, it
13 shall direct an election by secret ballot and shall certify
14 the results thereof. The Board shall find the labor organi-
15 zation's proposed unit to be appropriate if the employees
16 in the proposed unit share a community of interest, and
17 if the employees outside the unit do not share an over-
18 whelming community of interest with employees inside. At
19 the request of the labor organization, the Board shall di-
20 rect that the election be conducted through certified mail,
21 electronically, at the work location, or at a location other
22 than one owned or controlled by the employer. No em-
23 ployer shall have standing as a party or to intervene in
24 any representation proceeding under this section.”;

1 (B) in paragraph (3), by striking “an eco-
2 nomic strike who are not entitled to reinstatement”
3 and inserting “a strike”;

4 (C) by redesignating paragraphs (4) and
5 (5) as paragraphs (6) and (7), respectively;

6 (D) by inserting after paragraph (3) the
7 following:

8 “(4) If the Board finds that, in an election under
9 paragraph (1), a majority of the valid votes cast in a unit
10 appropriate for purposes of collective bargaining have been
11 cast in favor of representation by the labor organization,
12 the Board shall certify the labor organization as the rep-
13 resentative of the employees in such unit and shall issue
14 an order requiring the employer of such employees to col-
15 lectively bargain with the labor organization in accordance
16 with section 8(d). This order shall be deemed an order
17 under section 10(c) of this Act, without need for a deter-
18 mination of an unfair labor practice.

19 “(5)(A) If the Board finds that, in an election under
20 paragraph (1), a majority of the valid votes cast in a unit
21 appropriate for purposes of collective bargaining have not
22 been cast in favor of representation by the labor organiza-
23 tion, the Board shall certify the results of the election,
24 subject to subparagraphs (B) and (C).

1 “(B) In any case in which a majority of the valid
2 votes cast in a unit appropriate for purposes of collective
3 bargaining have not been cast in favor of representation
4 by the labor organization and the Board determines, fol-
5 lowing a post-election hearing, that the employer has com-
6 mitted a violation of this Act or otherwise interfered with
7 a fair election, and the employer has not demonstrated
8 that the violation or other interference is unlikely to have
9 affected the outcome of the election, the Board shall, with-
10 out ordering a new election, set aside the election and cer-
11 tify the labor organization as the representative of the em-
12 ployees in such unit and issue an order requiring the em-
13 ployer to bargain with the labor organization in accord-
14 ance with section 8(d) if, at any time during the period
15 beginning 1 year preceding the date of the commencement
16 of the election and ending on the date upon which the
17 Board makes the determination of a violation or other in-
18 terference, a majority of the employees in the bargaining
19 unit have signed authorizations designating the labor or-
20 ganization as their collective bargaining representative.

21 “(C) In any case where the Board determines that
22 an election under this paragraph should be set aside, the
23 Board shall direct a new election with appropriate addi-
24 tional safeguards necessary to ensure a fair election proc-

1 ess, except in cases where the Board issues a bargaining
2 order under subparagraph (B).”; and

3 (E) by inserting after paragraph (7), as so
4 redesignated, the following:

5 “(8) Except under extraordinary circumstances—

6 “(A) a pre-election hearing under this sub-
7 section shall begin not later than 8 days after a no-
8 tice of such hearing is served on the labor organiza-
9 tion and shall continue from day to day until com-
10 pleted;

11 “(B) a regional director shall transmit the no-
12 tice of election at the same time as the direction of
13 election, and shall transmit such notice and such di-
14 rection electronically (including transmission by
15 email or facsimile) or by overnight mail if electronic
16 transmission is unavailable;

17 “(C) not later than 2 days after the service of
18 the notice of hearing, the employer shall—

19 “(i) post the Notice of Petition for Elec-
20 tion in conspicuous places, including all places
21 where notices to employees are customarily
22 posted;

23 “(ii) if the employer customarily commu-
24 nicates with employees electronically, distribute
25 such Notice electronically; and

1 “(iii) maintain such posting until the peti-
2 tion is dismissed or withdrawn or the Notice of
3 Petition for Election is replaced by the Notice
4 of Election;

5 “(D) regional directors shall schedule elections
6 for the earliest date practicable, but not later than
7 the 20th business day after the direction of election;
8 and

9 “(E) a post-election hearing under this sub-
10 section shall begin not later than 14 days after the
11 filing of objections, if any.”;

12 (2) in subsection (d), by striking “(e) or” and
13 inserting “(d) or”; and

14 (3) by adding at the end the following:

15 “(f) The Board shall dismiss any petition for an elec-
16 tion with respect to a bargaining unit or any subdivision
17 if, during the 12-month period ending on the date on
18 which the petition is filed—

19 “(1) the employer has recognized a labor orga-
20 nization without an election and in accordance with
21 this Act;

22 “(2) the labor organization and employer en-
23 gaged in their first bargaining session following the
24 issuance of a bargaining order by the Board; or

1 “(3) the labor organization and successor em-
2 ployer engaged in their first bargaining session fol-
3 lowing a succession.

4 “(g) The Board shall dismiss any petition for an elec-
5 tion with respect to a bargaining unit or any subdivision
6 if there is in effect a lawful written collective bargaining
7 agreement between the employer and an exclusive rep-
8 resentative covering any employees in the unit specified
9 in the petition, unless the petition is filed—

10 “(1) on or after the date that is 3 years after
11 the date on which the collective bargaining agree-
12 ment took effect; or

13 “(2) during the 30-day period beginning on the
14 date that is 90 days before the date that is 3 years
15 after the date on which the collective bargaining
16 agreement took effect.

17 “(h) The Board shall suspend the processing of any
18 petition for an election with respect to a bargaining unit
19 or any subdivision if a labor organization files an unfair
20 labor practice charge alleging a violation of section 8(a)
21 and requesting the suspension of a pending petition until
22 the unlawful conduct, if any, is remedied or the charge
23 is dismissed unless the Board determines that employees
24 can, under the circumstances, exercise free choice in an

1 election despite the unlawful conduct alleged in the
2 charge.”.

3 **SEC. 106. DAMAGES FOR UNFAIR LABOR PRACTICES.**

4 Section 10(c) of the National Labor Relations Act
5 (29 U.S.C. 160(c)) is amended by striking “suffered by
6 him” and inserting “suffered by such employee: *Provided*
7 *further*, That if the Board finds that an employer has dis-
8 criminated against an employee in violation of paragraph
9 (3) or (4) of section 8(a) or has committed a violation
10 of section 8(a) that results in the discharge of an employee
11 or other serious economic harm to an employee, the Board
12 shall award the employee back pay without any reduction
13 (including any reduction based on the employee’s interim
14 earnings or failure to earn interim earnings), front pay
15 (when appropriate), consequential damages, and an addi-
16 tional amount as liquidated damages equal to two times
17 the amount of damages awarded: *Provided further*, no re-
18 lief under this subsection shall be denied on the basis that
19 the employee is, or was during the time of relevant em-
20 ployment or during the back pay period, an unauthorized
21 alien as defined in section 274A(h)(3) of the Immigration
22 and Nationality Act (8 U.S.C. 1324a(h)(3)) or any other
23 provision of Federal law relating to the unlawful employ-
24 ment of aliens”.

1 **SEC. 107. ENFORCING COMPLIANCE WITH ORDERS OF THE**
2 **BOARD.**

3 (a) IN GENERAL.—Section 10 of the National Labor
4 Relations Act (29 U.S.C. 160) is further amended—

5 (1) by striking subsection (e);

6 (2) by redesignating subsection (d) as sub-
7 section (e);

8 (3) by inserting after subsection (c) the fol-
9 lowing:

10 “(d)(1) Each order of the Board shall take effect
11 upon issuance of such order, unless otherwise directed by
12 the Board, and shall remain in effect unless modified by
13 the Board or unless a court of competent jurisdiction
14 issues a superseding order.

15 “(2) Any person who fails or neglects to obey an
16 order of the Board shall forfeit and pay to the Board a
17 civil penalty of not more than \$10,000 for each violation,
18 which shall accrue to the United States and may be recov-
19 ered in a civil action brought by the Board to the district
20 court of the United States in which the unfair labor prac-
21 tice or other subject of the order occurred, or in which
22 such person or entity resides or transacts business. No ac-
23 tion by the Board under this paragraph may be made until
24 30 days following the issuance of an order. Each separate
25 violation of such an order shall be a separate offense, ex-
26 cept that, in the case of a violation in which a person fails

1 to obey or neglects to obey a final order of the Board,
2 each day such failure or neglect continues shall be deemed
3 a separate offense.

4 “(3) If, after having provided a person or entity with
5 notice and an opportunity to be heard regarding a civil
6 action under subparagraph (2) for the enforcement of an
7 order, the court determines that the order was regularly
8 made and duly served, and that the person or entity is
9 in disobedience of the same, the court shall enforce obedi-
10 ence to such order by an injunction or other proper proc-
11 ess, mandatory or otherwise, to—

12 “(A) restrain such person or entity or the offi-
13 cers, agents, or representatives of such person or en-
14 tity, from further disobedience to such order; or

15 “(B) enjoin such person or entity, officers,
16 agents, or representatives to obedience to the
17 same.”;

18 (4) in subsection (f)—

19 (A) by striking “proceed in the same man-
20 ner as in the case of an application by the
21 Board under subsection (e) of this section,” and
22 inserting “proceed as provided under paragraph
23 (2) of this subsection”;

24 (B) by striking “Any” and inserting the
25 following:

1 “(1) Within 30 days of the issuance of an
2 order, any”;

3 (C) by adding at the end the following:

4 “(2) No objection that has not been urged before the
5 Board, its member, agent, or agency shall be considered
6 by a court, unless the failure or neglect to urge such objec-
7 tion shall be excused because of extraordinary cir-
8 cumstances. The findings of the Board with respect to
9 questions of fact if supported by substantial evidence on
10 the record considered as a whole shall be conclusive. If
11 either party shall apply to the court for leave to adduce
12 additional evidence and shall show to the satisfaction of
13 the court that such additional evidence is material and
14 that there were reasonable grounds for the failure to ad-
15 duce such evidence in the hearing before the Board, its
16 member, agent, or agency, the court may order such addi-
17 tional evidence to be taken before the Board, its member,
18 agent, or agency, and to be made a part of the record.
19 The Board may modify its findings as to the facts, or
20 make new findings, by reason of additional evidence so
21 taken and filed, and it shall file such modified or new find-
22 ings, which findings with respect to questions of fact if
23 supported by substantial evidence on the record considered
24 as a whole shall be conclusive, and shall file its rec-
25 ommendations, if any, for the modification or setting aside

1 of its original order. Upon the filing of the record with
2 it the jurisdiction of the court shall be exclusive and its
3 judgment and decree shall be final, except that the same
4 shall be subject to review by the appropriate United States
5 court of appeals if application was made to the district
6 court, and by the Supreme Court of the United States
7 upon writ of certiorari or certification as provided in sec-
8 tion 1254 of title 28, United States Code.”; and

9 (5) in subsection (g), by striking “subsection
10 (e) or (f) of this section” and inserting “subsection
11 (d) or (f)”.

12 (b) CONFORMING AMENDMENT.—Section 18 of the
13 National Labor Relations Act (29 U.S.C. 168) is amended
14 by striking “ section 10(e) or (f)” and inserting “sub-
15 section (d) or (f) of section 10”.

16 **SEC. 108. INJUNCTIONS AGAINST UNFAIR LABOR PRAC-**
17 **TICES INVOLVING DISCHARGE OR OTHER SE-**
18 **RIOUS ECONOMIC HARM.**

19 Section 10 of the National Labor Relations Act (29
20 U.S.C. 160) is amended—

21 (1) in subsection (j)—

22 (A) by striking “The Board” and inserting
23 “(1) The Board”; and

24 (B) by adding at the end the following:

1 “(2) Notwithstanding subsection (m), whenever it is
2 charged that an employer has engaged in an unfair labor
3 practice within the meaning of paragraph (1), (3) or (4)
4 of section 8(a) that significantly interferes with, restrains,
5 or coerces employees in the exercise of the rights guaran-
6 teed under section 7, or involves discharge or other serious
7 economic harm to an employee, the preliminary investiga-
8 tion of such charge shall be made forthwith and given pri-
9 ority over all other cases except cases of like character
10 in the office where it is filed or to which it is referred.
11 If, after such investigation, the officer or regional attorney
12 to whom the matter may be referred has reasonable cause
13 to believe such charge is true and that a complaint should
14 issue, such officer or attorney shall bring a petition for
15 appropriate temporary relief or restraining order as set
16 forth in paragraph (1). The district court shall grant the
17 relief requested unless the court concludes that there is
18 no reasonable likelihood that the Board will succeed on
19 the merits of the Board’s claim.”; and

20 (2) by repealing subsections (k) and (l).

21 **SEC. 109. PENALTIES.**

22 (a) IN GENERAL.—Section 12 of the National Labor
23 Relations Act (29 U.S.C. 162) is amended—

24 (1) by striking “SEC. 12. Any person” and in-
25 serting the following:

1 **“SEC. 12. PENALTIES.**

2 “(a) VIOLATIONS FOR INTERFERENCE WITH
3 BOARD.—Any person”; and

4 (2) by adding at the end the following:

5 “(b) VIOLATIONS FOR POSTING REQUIREMENTS AND
6 VOTER LIST.—If the Board, or any agent or agency des-
7 ignated by the Board for such purposes, determines that
8 an employer has violated section 8(h) or regulations issued
9 thereunder, the Board shall—

10 “(1) state the findings of fact supporting such
11 determination;

12 “(2) issue and cause to be served on such em-
13 ployer an order requiring that such employer comply
14 with section 8(h) or regulations issued thereunder;
15 and

16 “(3) impose a civil penalty in an amount deter-
17 mined appropriate by the Board, except that in no
18 case shall the amount of such penalty exceed \$500
19 for each such violation.

20 “(c) CIVIL PENALTIES FOR VIOLATIONS.—

21 “(1) IN GENERAL.—Any employer who commits
22 an unfair labor practice within the meaning of sec-
23 tion 8(a) shall, in addition to any remedy ordered by
24 the Board, be subject to a civil penalty in an amount
25 not to exceed \$50,000 for each violation, except
26 that, with respect to an unfair labor practice within

1 the meaning of paragraph (3) or (4) of section 8(a)
2 or a violation of section 8(a) that results in the dis-
3 charge of an employee or other serious economic
4 harm to an employee, the Board shall double the
5 amount of such penalty, to an amount not to exceed
6 \$100,000, in any case where the employer has with-
7 in the preceding 5 years committed another such
8 violation.

9 “(2) CONSIDERATIONS.—In determining the
10 amount of any civil penalty under this subsection,
11 the Board shall consider—

12 “(A) the gravity of the unfair labor prac-
13 tice;

14 “(B) the impact of the unfair labor prac-
15 tice on the charging party, on other persons
16 seeking to exercise rights guaranteed by this
17 Act, and on the public interest; and

18 “(C) the gross income of the employer.

19 “(3) DIRECTOR AND OFFICER LIABILITY.—If
20 the Board determines, based on the particular facts
21 and circumstances presented, that a director or offi-
22 cer’s personal liability is warranted, a civil penalty
23 for a violation described in this subsection may also
24 be assessed against any director or officer of the em-
25 ployer who directed or committed the violation, had

1 established a policy that led to such a violation, or
2 had actual or constructive knowledge of and the au-
3 thority to prevent the violation and failed to prevent
4 the violation.

5 “(d) RIGHT TO CIVIL ACTION.—

6 “(1) IN GENERAL.—Any person who is injured
7 by reason of a violation of paragraph (1), (3), or (4)
8 of section 8(a) may, after 60 days following the fil-
9 ing of a charge with the Board alleging an unfair
10 labor practice, bring a civil action in the appropriate
11 district court of the United States against the em-
12 ployer within 90 days after the expiration of the 60-
13 day period or the date the Board notifies the person
14 that no complaint shall issue, whichever occurs ear-
15 lier, provided that the Board has not filed a petition
16 under section 10(j) of this Act prior to the expira-
17 tion of the 60-day period. No relief under this sub-
18 section shall be denied on the basis that the em-
19 ployee is, or was during the time of relevant employ-
20 ment or during the back pay period, an unauthor-
21 ized alien as defined in section 274A(h)(3) of the
22 Immigration and Nationality Act (8 U.S.C.
23 1324a(h)(3)) or any other provision of Federal law
24 relating to the unlawful employment of aliens.

1 “(2) AVAILABLE RELIEF.—Relief granted in an
2 action under paragraph (1) may include—

3 “(A) back pay without any reduction, in-
4 cluding any reduction based on the employee’s
5 interim earnings or failure to earn interim earn-
6 ings;

7 “(B) front pay (when appropriate);

8 “(C) consequential damages;

9 “(D) an additional amount as liquidated
10 damages equal to two times the cumulative
11 amount of damages awarded under subpara-
12 graphs (A) through (C);

13 “(E) in appropriate cases, punitive dam-
14 ages in accordance with paragraph (4); and

15 “(F) any other relief authorized by section
16 706(g) of the Civil Rights Act of 1964 (42
17 U.S.C. 2000e–5(g)) or by section 1977A(b) of
18 the Revised Statutes (42 U.S.C. 1981a(b)).

19 “(3) ATTORNEY’S FEES.—In any civil action
20 under this subsection, the court may allow the pre-
21 vailing party a reasonable attorney’s fee (including
22 expert fees) and other reasonable costs associated
23 with maintaining the action.

1 “(4) PUNITIVE DAMAGES.—In awarding puni-
2 tive damages under paragraph (2)(E), the court
3 shall consider—

4 “(A) the gravity of the unfair labor prac-
5 tice;

6 “(B) the impact of the unfair labor prac-
7 tice on the charging party, on other persons
8 seeking to exercise rights guaranteed by this
9 Act, and on the public interest; and

10 “(C) the gross income of the employer.”.

11 (b) CONFORMING AMENDMENTS.—Section 10(b) of
12 the National Labor Relations Act (29 U.S.C. 160(b)) is
13 amended—

14 (1) by striking “six months” and inserting
15 “180 days”; and

16 (2) by striking “the six-month period” and in-
17 serting “the 180-day period”.

18 **SEC. 110. LIMITATIONS ON THE RIGHT TO STRIKE.**

19 Section 13 of the National Labor Relations Act (29
20 U.S.C. 163) is amended by striking the period at the end
21 and inserting the following: “: *Provided*, That the dura-
22 tion, scope, frequency, or intermittence of any strike or
23 strikes shall not render such strike or strikes unprotected
24 or prohibited.”.

1 **SEC. 111. FAIR SHARE AGREEMENTS PERMITTED.**

2 Section 14(b) of the National Labor Relations Act
3 (29 U.S.C. 164(b)) is amended by striking the period at
4 the end and inserting the following: “: *Provided*, That col-
5 lective bargaining agreements providing that all employees
6 in a bargaining unit shall contribute fees to a labor organi-
7 zation for the cost of representation, collective bargaining,
8 contract enforcement, and related expenditures as a condi-
9 tion of employment shall be valid and enforceable notwith-
10 standing any State or Territorial law.”.

11 **TITLE II—AMENDMENTS TO THE**
12 **LABOR MANAGEMENT RELA-**
13 **TIONS ACT, 1947 AND THE**
14 **LABOR-MANAGEMENT RE-**
15 **PORTING AND DISCLOSURE**
16 **ACT OF 1959**

17 **SEC. 201. CONFORMING AMENDMENTS TO THE LABOR MAN-**
18 **AGEMENT RELATIONS ACT, 1947.**

19 The Labor Management Relations Act, 1947 is
20 amended—

21 (1) in section 213(a) (29 U.S.C. 183(a)), by
22 striking “clause (A) of the last sentence of section
23 8(d) (which is required by clause (3) of such section
24 8(d)), or within 10 days after the notice under
25 clause (B)” and inserting “section 8(d)(2)(A) of the
26 National Labor Relations Act (which is required by

1 section 8(d)(1)(C) of such Act), or within 10 days
2 after the notice under section 8(d)(2)(B) of such
3 Act”; and

4 (2) by repealing section 303 (29 U.S.C. 187).

5 **SEC. 202. AMENDMENTS TO THE LABOR-MANAGEMENT RE-**
6 **PORTING AND DISCLOSURE ACT OF 1959.**

7 (a) IN GENERAL.—Section 203(c) of the Labor-Man-
8 agement Reporting and Disclosure Act of 1959 (29 U.S.C.
9 433(c)) is amended by striking the period at the end and
10 inserting the following “: *Provided*, That this subsection
11 shall not exempt from the requirements of this section any
12 arrangement or part of an arrangement in which a party
13 agrees, for an object described in subsection (b)(1), to plan
14 or conduct employee meetings; train supervisors or em-
15 ployer representatives to conduct meetings; coordinate or
16 direct activities of supervisors or employer representatives;
17 establish or facilitate employee committees; identify em-
18 ployees for disciplinary action, reward, or other targeting;
19 or draft or revise employer personnel policies, speeches,
20 presentations, or other written, recorded, or electronic
21 communications to be delivered or disseminated to employ-
22 ees.”.

23 (b) WHISTLEBLOWER PROTECTIONS.—The Labor-
24 Management Reporting and Disclosure Act of 1959 (29
25 U.S.C. 401 et seq.) is further amended—

1 (1) by redesignating section 611 (29 U.S.C.
2 531) as section 612; and

3 (2) by inserting after section 610 (29 U.S.C.
4 530), the following new section:

5 “WHISTLEBLOWER PROTECTIONS

6 “SEC. 611.

7 “(a) IN GENERAL.—No employer or labor organiza-
8 tion shall terminate or in any other way discriminate
9 against, or cause to be terminated or discriminated
10 against, any applicant, covered employee, or former cov-
11 ered employee, of the employer or the labor organization
12 by reason of the fact that such applicant, covered em-
13 ployee, or former covered employee does, or the employer
14 or labor organization perceives the employee to do, any
15 of the following:

16 “(1) Provide, cause to be provided, or is about
17 to provide or cause to be provided, information to
18 the labor organization, the employer, the Depart-
19 ment of Labor, or any other State, local, or Federal
20 Government authority or law enforcement agency re-
21 lating to any violation of, or any act or omission
22 that such employee reasonably believes to be a viola-
23 tion of, any provision of this Act.

24 “(2) Testify or plan to testify or otherwise par-
25 ticipate in any proceeding resulting from the admin-
26 istration or enforcement of any provision of this Act.

1 “(3) File, institute, or cause to be filed or insti-
2 tuted, any proceeding under this Act.

3 “(4) Assist in any activity described in para-
4 graphs (1) through (3).

5 “(5) Object to, or refuse to participate in, any
6 activity, policy, practice, or assigned task that such
7 covered employee reasonably believes to be in viola-
8 tion of any provision of this Act.

9 “(b) DEFINITION OF COVERED EMPLOYEE.—For the
10 purposes of this section, the term ‘covered employee’
11 means any employee or agent of an employer or labor or-
12 ganization, including any person with management re-
13 sponsibilities on behalf of the employer or labor organiza-
14 tion.

15 “(c) PROCEDURES AND TIMETABLES.—

16 “(1) COMPLAINT.—

17 “(A) IN GENERAL.—An applicant, covered
18 employee, or former covered employee who be-
19 lieves that he or she has been terminated or in
20 any other way discriminated against by any
21 person in violation of subsection (a) may file (or
22 have any person file on his or her behalf) a
23 complaint with the Secretary of Labor alleging
24 such violation. Such a complaint must be filed
25 not later than either—

1 “(i) 180 days after the date on which
2 such alleged violation occurs; or

3 “(ii) 180 days after the date upon
4 which the employee knows or should rea-
5 sonably have known that such alleged vio-
6 lation in subsection (a) occurred.

7 “(B) ACTIONS OF SECRETARY OF
8 LABOR.—Upon receipt of such a complaint, the
9 Secretary of Labor shall notify, in writing, the
10 person named in the complaint who is alleged
11 to have committed the violation, of—

12 “(i) the filing of the complaint;

13 “(ii) the allegations contained in the
14 complaint;

15 “(iii) the substance of evidence sup-
16 porting the complaint; and

17 “(iv) opportunities that will be af-
18 forded to such person under paragraph
19 (2).

20 “(2) INVESTIGATION BY SECRETARY OF
21 LABOR.—

22 “(A) IN GENERAL.—Not later than 60
23 days after the date of receipt of a complaint
24 filed under paragraph (1), and after affording
25 the complainant and the person named in the

1 complaint who is alleged to have committed the
2 violation that is the basis for the complaint an
3 opportunity to submit to the Secretary of Labor
4 a written response to the complaint and an op-
5 portunity to meet with a representative of the
6 Secretary of Labor to present statements from
7 witnesses, the Secretary of Labor shall—

8 “(i) initiate an investigation and de-
9 termine whether there is reasonable cause
10 to believe that the complaint has merit;
11 and

12 “(ii) notify the complainant and the
13 person alleged to have committed the viola-
14 tion of subsection (a), in writing, of such
15 determination.

16 “(B) GROUNDS FOR DETERMINATION OF
17 COMPLAINTS.—The Secretary of Labor shall
18 dismiss a complaint filed under this subsection,
19 and shall not conduct an investigation otherwise
20 required under paragraph (2), unless the com-
21 plainant makes a prima facie showing that any
22 behavior described in paragraphs (1) through
23 (5) of subsection (a) was a contributing factor
24 in the unfavorable personnel action alleged in
25 the complaint.

1 “(3) BURDENS OF PROOF.—

2 “(A) CRITERIA FOR DETERMINATION.—In
3 making a determination or adjudicating a com-
4 plaint pursuant to this subsection, the Sec-
5 retary, an administrative law judge or a court
6 may determine that a violation of subsection (a)
7 has occurred only if the complainant dem-
8 onstrates that any conduct described in sub-
9 section (a) with respect to the complainant was
10 a contributing factor in the adverse action al-
11 leged in the complaint.

12 “(B) PROHIBITION.—Notwithstanding sub-
13 paragraph (A), a decision or order that is favor-
14 able to the complainant shall not be issued in
15 any administrative or judicial action pursuant
16 to this subsection if the respondent dem-
17 onstrates by clear and convincing evidence that
18 the respondent would have taken the same ad-
19 verse action in the absence of such conduct.

20 “(C) NOTICE OF RELIEF AVAILABLE.—If
21 the Secretary of Labor concludes that there is
22 reasonable cause to believe that a violation of
23 subsection (a) has occurred, the Secretary of
24 Labor shall, together with the notice under
25 paragraph (2)(A)(ii), issue a preliminary order

1 providing the relief prescribed by paragraph
2 (4)(B).

3 “(D) REQUEST FOR HEARING.—Not later
4 than 30 days after the date of receipt of notifi-
5 cation of a determination of the Secretary of
6 Labor under this paragraph, either the person
7 alleged to have committed the violation or the
8 complainant may file objections to the findings
9 or preliminary order, or both, and request a
10 hearing on the record. The filing of such objec-
11 tions shall not operate to stay any reinstatement
12 remedy contained in the preliminary
13 order. Any such hearing shall be conducted ex-
14 peditiously, and if a hearing is not requested in
15 such 30-day period, the preliminary order shall
16 be deemed a final order that is not subject to
17 judicial review.

18 “(E) PROCEDURES.—

19 “(i) IN GENERAL.—A hearing re-
20 quested under this paragraph shall be con-
21 ducted expeditiously and in accordance
22 with rules established by the Secretary for
23 hearings conducted by administrative law
24 judges.

1 “(ii) SUBPOENAS; PRODUCTION OF
2 EVIDENCE.— In conducting any such hear-
3 ing, the administrative law judge may issue
4 subpoenas. The respondent or complainant
5 may request the issuance of subpoenas
6 that require the deposition of, or the at-
7 tendance and testimony of, witnesses and
8 the production of any evidence (including
9 any books, papers, documents, or record-
10 ings) relating to the matter under consid-
11 eration.

12 “(4) ISSUANCE OF FINAL ORDERS; REVIEW
13 PROCEDURES.—

14 “(A) TIMING.—Not later than 120 days
15 after the date of conclusion of any hearing
16 under paragraph (2), the Secretary of Labor
17 shall issue a final order providing the relief pre-
18 scribed by this paragraph or denying the com-
19 plaint. At any time before issuance of a final
20 order, a proceeding under this subsection may
21 be terminated on the basis of a settlement
22 agreement entered into by the Secretary of
23 Labor, the complainant, and the person alleged
24 to have committed the violation.

25 “(B) AVAILABLE RELIEF.—

1 “(i) ORDER OF SECRETARY OF
2 LABOR.—If, in response to a complaint
3 filed under paragraph (1), the Secretary of
4 Labor determines that a violation of sub-
5 section (a) has occurred, the Secretary of
6 Labor shall order the person who com-
7 mitted such violation—

8 “(I) to take affirmative action to
9 abate the violation;

10 “(II) to reinstate the complain-
11 ant to his or her former position, to-
12 gether with compensation (including
13 back pay with interest) and restore
14 the terms, conditions, and privileges
15 associated with his or her employ-
16 ment;

17 “(III) to provide compensatory
18 damages to the complainant; and

19 “(IV) expungement of all warn-
20 ings, reprimands, or derogatory ref-
21 erences that have been placed in
22 paper or electronic records or data-
23 bases of any type relating to the ac-
24 tions by the complainant that gave
25 rise to the unfavorable personnel ac-

1 tion, and, at the complainant’s direc-
2 tion, transmission of a copy of the de-
3 cision on the complaint to any person
4 whom the complainant reasonably be-
5 lieves may have received such unfavor-
6 able information.

7 “(ii) COSTS AND EXPENSES.—If an
8 order is issued under clause (i), the Sec-
9 retary of Labor, at the request of the com-
10 plainant, shall assess against the person
11 against whom the order is issued, a sum
12 equal to the aggregate amount of all costs
13 and expenses (including attorney fees and
14 expert witness fees) reasonably incurred,
15 as determined by the Secretary of Labor,
16 by the complainant for, or in connection
17 with, the bringing of the complaint upon
18 which the order was issued.

19 “(C) FRIVOLOUS CLAIMS.—If the Sec-
20 retary of Labor finds that a complaint under
21 paragraph (1) is frivolous or has been brought
22 in bad faith, the Secretary of Labor may award
23 to the prevailing employer or labor organization
24 a reasonable attorney fee, not exceeding \$1,000,
25 to be paid by the complainant.

1 “(D) DE NOVO REVIEW.—

2 “(i) FAILURE OF THE SECRETARY TO
3 ACT.—If the Secretary of Labor has not
4 issued a final order within 270 days after
5 the date of filing of a complaint under this
6 subsection, or within 90 days after the
7 date of receipt of a written determination,
8 the complainant may bring an action at
9 law or equity for de novo review in the ap-
10 propriate district court of the United
11 States having jurisdiction, which shall have
12 jurisdiction over such an action without re-
13 gard to the amount in controversy, and
14 which action shall, at the request of either
15 party to such action, be tried by the court
16 with a jury.

17 “(ii) PROCEDURES.—A proceeding
18 under clause (i) shall be governed by the
19 same legal burdens of proof specified in
20 paragraph (3). The court shall have juris-
21 diction to grant all relief necessary to
22 make the employee whole, including injunc-
23 tive relief and compensatory damages, in-
24 cluding—

1 “(I) reinstatement with the same
2 seniority status that the employee
3 would have had, but for the discharge
4 or discrimination;

5 “(II) the amount of back pay,
6 with interest;

7 “(III) compensation for any spe-
8 cial damages sustained as a result of
9 the discharge or discrimination, in-
10 cluding litigation costs, expert witness
11 fees, and reasonable attorney fees;
12 and

13 “(IV) expungement of all warn-
14 ings, reprimands, or derogatory ref-
15 erences that have been placed in
16 paper or electronic records or data-
17 bases of any type relating to the ac-
18 tions by the complainant that gave
19 rise to the unfavorable personnel ac-
20 tion, and, at the complainant’s direc-
21 tion, transmission of a copy of the de-
22 cision on the complaint to any person
23 whom the complainant reasonably be-
24 lieves may have received such unfavor-
25 able information.

1 “(E) OTHER APPEALS.—Unless the com-
2 plainant brings an action under subparagraph
3 (D), any person adversely affected or aggrieved
4 by a final order issued under subparagraph (A)
5 may file a petition for review of the order in the
6 United States Court of Appeals for the circuit
7 in which the violation with respect to which the
8 order was issued, allegedly occurred or the cir-
9 cuit in which the complainant resided on the
10 date of such violation, not later than 60 days
11 after the date of the issuance of the final order
12 of the Secretary of Labor under subparagraph
13 (A). Review shall conform to chapter 7 of title
14 5, United States Code. The commencement of
15 proceedings under this subparagraph shall not,
16 unless ordered by the court, operate as a stay
17 of the order. An order of the Secretary of
18 Labor with respect to which review could have
19 been obtained under this subparagraph shall
20 not be subject to judicial review in any criminal
21 or other civil proceeding.

22 “(5) FAILURE TO COMPLY WITH ORDER.—

23 “(A) ACTIONS BY THE SECRETARY.—If
24 any person has failed to comply with a final
25 order issued under paragraph (4), the Secretary

1 of Labor may file a civil action in the United
2 States district court for the district in which
3 the violation was found to have occurred, or in
4 the United States district court for the District
5 of Columbia, to enforce such order. In actions
6 brought under this paragraph, the district
7 courts shall have jurisdiction to grant all appro-
8 priate relief including injunctive relief, compen-
9 satory and punitive damages.

10 “(B) CIVIL ACTIONS TO COMPEL COMPLI-
11 ANCE.—A person on whose behalf an order was
12 issued under paragraph (4) may commence a
13 civil action against the person to whom such
14 order was issued to require compliance with
15 such order. The appropriate United States dis-
16 trict court shall have jurisdiction, without re-
17 gard to the amount in controversy or the citi-
18 zenship of the parties, to enforce such order.

19 “(C) AWARD OF COSTS AUTHORIZED.—
20 The court, in issuing any final order under this
21 paragraph, may award costs of litigation (in-
22 cluding reasonable attorney and expert witness
23 fees) to any party, whenever the court deter-
24 mines such award is appropriate.

1 “(D) MANDAMUS PROCEEDINGS.—Any
2 nondiscretionary duty imposed by this section
3 shall be enforceable in a mandamus proceeding
4 brought under section 1361 of title 28, United
5 States Code.

6 “(d) UNENFORCEABILITY OF CERTAIN AGREE-
7 MENTs.—Notwithstanding any other provision of law, the
8 rights and remedies provided for in this section may not
9 be waived by any agreement, policy, form, or condition of
10 employment, including by any predispute arbitration
11 agreement.

12 “(e) SAVINGS.—Nothing in this subsection shall be
13 construed to diminish the rights, privileges, or remedies
14 of any employee who exercises rights under any Federal
15 or State law or common law, or under any collective bar-
16 gaining agreement.”.

17 (c) Section 203(b) of the Labor-Management Report-
18 ing and Disclosure Act of 1959 (29 U.S.C. 433(b)) is
19 amended in the matter following paragraph (2)—

20 (1) by striking the period at the end; and

21 (2) by inserting “and shall make such informa-
22 tion available to the public in a readily accessible
23 and searchable electronic format, and through a se-
24 cure software application for use on an electronic de-
25 vice.”.

1 **TITLE III—OTHER MATTERS**

2 **SEC. 301. ELECTRONIC VOTING IN UNION ELECTIONS.**

3 (a) IN GENERAL.—

4 (1) ELECTRONIC VOTING SYSTEM.—Notwith-
5 standing any other provision of law, subject to the
6 provisions of this section, not later than 90 days
7 after the date of the enactment of this Act, the Na-
8 tional Labor Relations Board shall implement a sys-
9 tem and procedures to conduct representation elec-
10 tions remotely using an electronic voting system.

11 (2) PROCEDURES.—The procedures under para-
12 graph (1) shall ensure that each employee voting in
13 a representation election may choose to cast a vote
14 using either an internet voting system or a telephone
15 voting system.

16 (3) NATIONAL MEDIATION BOARD SYSTEM.—If
17 the Board does not implement a system under para-
18 graph (1) before the date that is 60 days after the
19 date of the enactment of this Act, the Board shall
20 enter into a temporary agreement to use the system
21 used by the National Mediation Board to conduct
22 representation elections for the period—

23 (A) beginning on the date that is 60 days
24 after the date of enactment of this Act; and

1 (B) ending on the date that is 90 days
2 after the date of enactment of this Act.

3 (b) REPORT.— Not later than 180 days of the enact-
4 ment of this Act, and in each subsequent report under
5 Section 3(c) of the National Labor Relations Act, as
6 amended, the Board shall submit to Congress a report
7 containing a description of the following:

8 (1) For each representation petition under sec-
9 tion 9 of the National Labor Relations Act filed—

10 (A) the case name and case number;

11 (B) the number of days between the peti-
12 tion and the election;

13 (C) the number of days between the stipu-
14 lation or direction of election and the election;

15 (D) the method of the election;

16 (E) the results of the election; and

17 (F) the number of eligible voters, the num-
18 ber of voters participating in the election, and
19 the method by which each of the voters sub-
20 mitted their vote.

21 (2) The total cost of conducting all elections the
22 Board conducted through the system and procedures
23 required by subsection (a).

24 (c) DEFINITIONS.—In this section:

1 (1) ELECTRONIC VOTING SYSTEM.—The term
2 “electronic voting system”—

3 (A) includes an internet voting system and
4 a telephone voting system; and

5 (B) does not include machines used for
6 casting votes at a polling site or an electronic
7 tabulation system where votes are cast non-elec-
8 tronically but counted electronically (such as a
9 punch card or optical scanning system).

10 (2) INTERNET VOTING SYSTEM.—The term
11 “internet voting system” means an internet-based
12 voting system that allows a participant to cast a bal-
13 lot remotely using a personal computer or other mo-
14 bile electronic device that is connected to the inter-
15 net.

16 (3) TELEPHONE VOTING SYSTEM.—The term
17 “telephone voting system” means a voting system in
18 which participants may cast a vote remotely using a
19 telephone.

20 (4) REMOTELY.—The term “remotely”, used
21 with respect to voting in a representation election,
22 means a vote may be cast at any site chosen by a
23 participant in such election.

24 (5) REPRESENTATION ELECTION.—The term
25 “representation election” means a representation

1 election under section 9 of the National Labor Rela-
2 tions Act (29 U.S.C. 159).

3 **SEC. 302. GAO REPORT ON SECTORAL BARGAINING.**

4 (a) IN GENERAL.—Not later than 3 years after the
5 date of enactment of this Act, the Comptroller General
6 shall conduct a review of collective bargaining at the sec-
7 toral level in a geographically diverse set of countries
8 where sectoral bargaining is facilitated and prepare and
9 submit to Congress a report with respect to such countries
10 that—

11 (1) identifies, analyzes, and compares—

12 (A) the laws and policies governing or re-
13 lated to collective bargaining at the sectoral
14 level;

15 (B) the administrative systems facilitating
16 such bargaining; and

17 (C) the procedures involved in sectoral bar-
18 gaining;

19 (2) to the extent practicable, consider reported
20 effects of the policies and procedures described in
21 paragraph (1) on—

22 (A) the wages and compensation of em-
23 ployees;

24 (B) the number of full-time and part-time
25 employees;

1 (C) prices, sales, and revenues;
2 (D) employee turnover and retention;
3 (E) hiring and training costs;
4 (F) productivity and absenteeism; and
5 (G) the development of emerging indus-
6 tries, including those that engage their
7 workforces through technology; and
8 (3) describes the methodology used to generate
9 the information in the report.

10 **SEC. 303. SEVERABILITY.**

11 If any provision of this Act or the application thereof
12 to any person or circumstance is held invalid, the remain-
13 der of this Act, or the application of that provision to per-
14 sons or circumstances other than those as to which it is
15 held invalid, is not affected thereby.

16 **SEC. 304. AUTHORIZATION OF APPROPRIATIONS.**

17 There are authorized to be appropriated such sums
18 as may be necessary to carry out the provisions of this
19 Act and the amendments made by this Act.

20 **SEC. 305. RULE OF CONSTRUCTION.**

21 The amendments made under this Act shall not be
22 construed to amend section 274A of the Immigration and
23 Nationality Act (8 U.S.C. 1324a).

1 **SEC. 306. RULE OF CONSTRUCTION.**

2 The amendments made by this Act shall not be con-
3 strued to affect the jurisdictional standards of the Na-
4 tional Labor Relations Board, including any standards
5 that measure the size of a business with respect to reve-
6 nues, that are used to determine whether an industry is
7 affecting commerce for purposes of determining coverage
8 under the National Labor Relations Act (29 U.S.C. 151
9 et seq.).

10 **SEC. 307. RULE OF CONSTRUCTION.**

11 Nothing in this Act or the amendments made by this
12 Act shall be construed to affect the privacy of employees
13 with respect to voter lists provided to labor organizations
14 by employers pursuant to elections directed by the Board.

15 **SEC. 308. RULE OF CONSTRUCTION.**

16 The amendments made under this Act shall not be
17 construed to affect the definitions of “employer” or “em-
18 ployee” under the laws of any State that govern the wages,
19 work hours, workers’ compensation, or unemployment in-
20 surance of employees.

21 **SEC. 309. GAO REPORT.**

22 (a) IN GENERAL.—The Comptroller General, through
23 the Government Accountability Office, shall one year after
24 the date of enactment of this Act commence a study on
25 the impact of Section 101(a) and Section 101(b) of this
26 Act regarding—

1 (1) the effect on coverage of employees under of
2 the National Labor Relations Act, and the impact
3 from such change in coverage, on their capacity in
4 various sectors to form unions and collectively bar-
5 gain as a means to improve wages, benefits, work-
6 place safety, and other working conditions; and

7 (2) the effect on employers and other enter-
8 prises regarding the right of employees to organize
9 and collectively bargain over wages, benefits, work-
10 place safety, and other working conditions in such
11 sectors.

12 (b) FACTORS.—Such study shall identify, compare,
13 and analyze impacts from changes implicated by Section
14 101(a) and Section 101(b) on—

15 (1) flexibility for employees with respect to
16 hours, shifts, assignments and working arrange-
17 ments;

18 (2) rates of compensation, health care, and em-
19 ployee benefits;

20 (3) resolution of grievances and disputes, in-
21 cluding employers' ability to terminate and employ-
22 ees' right to due process;

23 (4) use of technology or algorithms, including
24 the adoption of new technology and algorithms; and

25 (5) workplace safety and health.

1 (c) STAKEHOLDER INPUT.—In preparing the report,
2 the Government Accountability Office shall gather infor-
3 mation from impacted stakeholders, including various
4 business enterprises and labor organizations. In devel-
5 oping a list of stakeholders, the Government Account-
6 ability Office shall consult with the House Committee on
7 Education and Labor and the Senate Committee on
8 Health, Education, Labor and Pensions.

9 (d) CONGRESSIONAL REPORT.—Six months after the
10 commencement of the study, the Government Account-
11 ability Office shall transmit its findings and report to the
12 Committee on Education and Labor of the House of Rep-
13 resentatives and the Committee on Health, Education,
14 Labor and Pensions of the Senate, and consistent with
15 its policies, make its findings and report available to the
16 public.

17 (e) PRESIDENTIAL CONSIDERATION.—The President,
18 in consultation with the Department of Labor and other
19 agencies as the President deems appropriate, shall, subse-
20 quent to the issuance of such report, consider such find-
21 ings, and within 60 days may recommend that the House
22 of Representatives and the Senate modify section 101(a)
23 or section 101(b), or both or make no recommendations.

24 (f) SENSE OF THE HOUSE OF REPRESENTATIVES.—
25 It is the sense of the House of Representatives that the

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform

POLICY #301

ADOPTED: February 24, 1991

AMENDED: December 10, 2013

Purpose

To establish guidelines which allow staff to respond to proposed legislation and pending litigation quickly and effectively and to serve as broad statement of City policy on a variety of public issues.

Policy

The City Council shall adopt a legislative and judicial platform and annual legislative priorities, developed by staff as policy parameters in order to respond to proposed legislation and pending litigation quickly. The direction provided in the legislative and judicial platform will encompass principles fundamental to the needs of the City. This platform shall be updated and revised by the Council as necessary. In addition, the Council shall adopt legislative priorities annually. These Council endorsed legislative priorities may address specific and pending regional, state, and federal policy issues for the City of National City. Generally, the legislative priorities document shall include only those items of a direct and substantial impact on municipal operations. The City will work with local legislators, as appropriate, in advancing the City's adopted legislative platform.

The City of National City legislative platform and priorities formally establishes the City's position on pending legislative matters. With this policy guidance, the City Manager's Office shall advocate for and against legislative matters as appropriate without waiting for Council approval. The method of communication and level of engagement will be determined by the City Manager's Office based on the Council priorities, legislative climate, and urgency of the legislative proposal. The City Council will be provided with legislative updates and copies of correspondence sent on behalf of the City. Similarly, the platform and priorities allow the staff to provide input into the judicial system, such as by adding the City's name to amicus curiae briefs, by corresponding with appellate courts, or by supporting efforts of the League of California Cities' Legal Advocacy Committee, without waiting for Council approval. Written correspondence to the appellate courts or requests to participate in amicus curiae briefs will be signed by the City Attorney or designee, with a copy to the City Council.

Council approval is required on those issues which do not fall within the parameters of the legislative and judicial platform or legislative priorities, unless scheduling and approval is not possible due to the emergency nature of the legislation or litigation or to

TITLE: Legislative and Judicial Platform

POLICY #301

ADOPTED: February 24, 1991

AMENDED: December 10, 2013

the necessity of City action which prevents such scheduling in a timely manner. In such cases, the City Manager shall determine the appropriate course of action as to legislative matters, after considering the recommendation of the Department Director; and the City Attorney shall make such determinations on litigation issues.

Timeline

The Council shall periodically update the legislative and judicial platform as needed. The Council shall annually adopt legislative priorities. On or before November 15th, the City Manager shall submit legislative policy recommendations to the Council for review. On or before the final City Council Meeting in December, the City Council shall formally adopt the annual Legislative Priorities.

On or before April 1st, the City Manager's office shall compile items to be submitted for inclusion in the state and/or federal budget. On or before June 1st, the City Council shall formally adopt the budget items for inclusion on behalf of National City.

The priorities and timelines may be amended by the City Council from time to time when action on a matter appears to be of sufficient urgency that it would not be in the city's best interest to wait until the next legislative year.

Related Policy References

Legislative and Judicial Platform Memo attached as part of this policy

Prior Policy Amendments

November 18, 2008



2009 CITY OF NATIONAL CITY LEGISLATIVE AND JUDICIAL PLATFORM AND CORE PRIORITIES

The National City Council urges the Legislature to:

- Preserve and enhance the City's ability to deliver quality and cost-effective services to National City's residents and visitors.
- Preserve and enhance the City Council's ability to serve National City residents by retaining local decision making authority and maintaining state legislative and voter commitments for revenue resources.

LEGISLATIVE PLATFORM

MUNICIPAL CORE LEGISLATIVE PRIORITIES

The following eight core legislative priorities highlight issues that could significantly affect National City and legislative advocacy efforts which will be focused in these priority areas.

I. HOME RULE / FISCAL SUSTAINABILITY

Home Rule and Local Control

The City believes strongly in the principles of home rule authority and local control and its ability to increase the effectiveness and efficiency of local government services. The City encourages the Legislature to respect and support home rule and opposes legislation that attempts to weaken municipal home rule authority and flexibility.

Fiscal Sustainability

The City supports the retention of local taxing authority, the maintenance of fiscally balanced revenue sources, and measures that would provide fiscal independence to cities.

The City supports the full disbursement levels of existing revenue streams and directed funding sources including sales tax, property tax, transient occupancy tax (TOT) and vehicle in-lieu fees. The City opposes diversions and reallocations of these funds by the Legislature in a manner that would negatively affect local government.

The City opposes unfunded mandates placed on local jurisdictions, and encourages the legislature to evaluate the fiscal impact such mandates will have on communities prior to considering the issue.

II. INFRASTRUCTURE

The City supports the retention of infrastructure funding and bonding for street projects, housing and infill infrastructure projects and parks. The city recognizes that funding for these key project areas will help to spur economic activity in National City.

The City supports efforts to provide more flexibility in raising revenue for necessary infrastructure projects.

The City supports federal and state economic stimulus initiatives that provide the necessary resources and funds to invest in necessary infrastructure projects to improve the transfer of goods and services throughout the region, create jobs and encourage economic development.

III. TRANSPORTATION

The City believes the movement of goods and people is vital to continued economic success and to the maintenance of a high quality of life. In order to preserve these, the City encourages the Legislature to invest in the maintenance and expansion of the State's multi-modal transportation network. The City supports regional coordination in transportation planning but opposes efforts that limit local control in the transportation decision-making process.

The City supports measures to finance local and regional multi-modal transportation improvements and to enhance transportation funding equity.

The City opposes proposals that would adversely affect the quality of National City and its surrounding area. Furthermore, the council supports efforts that grant cities and towns the additional ability to provide for transportation improvements.

IV. PORT RELATED LEGISLATION

The City and the Port of San Diego have attempted to work cooperatively to address the disparity that has long existed between the regional benefits of the Port and the unique local impacts of the Port on the City and its residents. The City is committed to pursuing public policy that would achieve the balance necessary between the Port, the Working Waterfront and National City consistent with the following six principles agreed upon by the parties:

1. Protection of Maritime Uses
2. Enhancement of the Working Waterfront
3. Environmental Compliance
4. Public and/or Visitor Serving Amenities
5. Financial Benefits to the Port and National City
6. Public Participation within National City

Generally, the City is supportive of any legislative measures that are consistent with the policies and intent of one or more of the foregoing principles. Further, the City Council supports efforts that grant Port communities the ability to fully address the economic and environmental impacts directly and indirectly attributed to the Port. National City is also supportive of public policy that provides financial incentives to Port communities for the preservation and expansion maritime activities within its jurisdiction.

V. ENERGY CONSERVATION & ENVIRONMENTAL PROTECTION

The City recognizes the importance of working cooperatively with other governmental and private sector entities to implement and manage efficient, cost-effective, and sound environmental programs and services that secure clean air, water and land.

The City supports appropriate legislation and regulation that promotes pollution prevention, supports energy conservation efforts and encourages green development without imposing unfunded mandates.

The City opposes efforts that place a severe financial burden on municipalities.

VI. LAND USE PLANNING

The City supports maintaining local authority in land use planning issues and supports legislative efforts that promote more orderly growth and opposes efforts that impede growth management, including the preservation of local authority to set land use policies.

The City supports efforts to assist local governments in implementing sustainable development practices.

The City opposes legislation that would restrict a municipality's ability to redevelop under-performing areas.

VII. ECONOMIC DEVELOPMENT

The City supports efforts to enhance the range of economic development mechanisms at a municipality's disposal that would strengthen the abilities of local agencies to prepare for, and implement growth, development, redevelopment, conservation and beautification projects.

The City opposes any attempt to limit local control over, or ability to execute economic development projects including through the diversion of redevelopment funding.

The City opposes any state or federal proposals that reduce economic investment opportunities at the local level. This includes reductions and restrictions to block grants and housing subsidies.

VIII. AFFORDABLE HOUSING

The City recognizes the importance of housing for all income levels as critical to the balanced and healthy growth of the city and its communities. The City supports affordable housing efforts as a key component to workforce recruitment and retention. This includes support for federal and state participation and financial support of programs to provide adequate housing for the elderly, disabled and low income persons throughout the community.

LEGISLATIVE PLATFORM CONTINUED

The following platform statements address additional legislative issues that may arise, and appear regularly at the federal and state levels.

GOVERNMENTAL PUBLIC LIABILITY POLICY

The City supports efforts to reinforce public entity design and discretionary act immunity.

The City supports efforts to abolish lump-sum awards for damages and to substitute installment payments projected over the plaintiff's life span, to cease at time of death.

The City supports efforts to develop statutory provisions calling for the reimbursement of all public entity defense costs and expenditures incurred in the defense of frivolous and spurious claims and lawsuits.

The City supports efforts to change the legal principal of "joint and several liability" to protect, ensure and otherwise provide that the City will not be a "deep pocket" liability target.

The City opposes efforts to further erode governmental tort immunity.

The City opposes any efforts to remove or weaken any statutory time limits as to the filing and serving of claims and lawsuits as well as any efforts to open public entities to liability for punitive or exemplary damages.

The City opposes any efforts to expand situations in which public entities may be liable to pay for litigants' attorneys' fees or other litigation expenses.

EMPLOYEE RELATIONS AND BENEFITS

The City supports efforts that provide the City with necessary resources and authority to establish appropriate working conditions and benefits to its employees. This includes preserving and enhancing equal employment opportunities for all people seeking employment, and opposing efforts that remove the local decision making authority in employee issues.

The City is supportive of efforts that result in improved public and private sector labor management relations and opposes efforts that impose state mandates.

The City supports efforts to prevent abuses within the compensation system, which in turn results in increased costs to the municipality.

PUBLIC SAFETY AND EMERGENCY SERVICES

The City supports initiatives to preserve and enhance the ability of local governments to strategically plan for and respond to emergencies and efforts to ensure that the greatest level of public safety and emergency services are provided to the community without creating an unfunded mandate

The City supports the retention of revenue streams for funding public safety employees, disaster preparedness, crime and fire prevention and suppression, emergency medical services and public safety training

TELECOMMUNICATIONS

The City supports efforts that ensure consumer access to telecommunications services in an efficient and cost effective manner while retaining local government's authority. This includes retaining local government's ability to negotiate franchise agreements, the ability to regulate the use of public rights-of-way and collect appropriate revenues in order to maximize benefits to the consumer.

The following page(s) contain the backup material for Agenda Item: [Consider authorizing a letter of support to the Port of San Diego in support of the Maritime Clean Air Strategy Discussion Draft. \(Community Development\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: April 20, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Consider authorizing a letter of support to the Port of San Diego in support of the Maritime Clean Air Strategy Discussion Draft

PREPARED BY: Armando Vergara

DEPARTMENT: Community Development

PHONE: 619-336-4213

APPROVED BY: 

EXPLANATION:

At the City Council meeting of April 6, 2021, the City Council voted to draft a letter in support of the Maritime Clean Air Strategy Discussion Draft to the Port of San Diego.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Authorize the Mayor to send a letter of support to the Port of San Diego.

BOARD / COMMISSION RECOMMENDATION:

|

ATTACHMENTS:

1. Letter of Support



April 8, 2021

Joe Stuyvesant
President/Chief Executive Officer
Port of San Diego
3165 Pacific Highway
San Diego, CA 92101

Dear Mr. Stuyvesant:

The City of National City is pleased to support the Maritime Clean Air Strategy (MCAS) Discussion Draft. This strategy framework will allow the Port to identify projects to improve air quality and reduce greenhouse gas emissions while supporting and promoting maritime operations. The City supports the Port of San Diego's dedication to aligning and going beyond state initiatives in reducing Greenhouse Gas emissions as well as the state's AB 617 Community Air Protection Program, both of which would reduce air quality impacts for the Westside of National City, the working waterfront, and port tidelands between the 10th Avenue and National City marine terminals as well as surrounding areas.

The City is committed to pursuing public policy that would achieve the balance necessary between the Port, the working waterfront and National City consistent with protection of maritime uses, enhancement of the working waterfront, environmental compliance, public and/or visitor serving amenities, financial benefits to the Port and National City and public participation within National City.

For these reasons, the City of National City supports the MCAS Discussion Draft.

Sincerely,

Alejandro Sotelo-Solis
Mayor
National City

cc: National City City Council
Brad Raulston, City Manager

The following page(s) contain the backup material for Agenda Item: [Urban Area Security Initiative. \(Fire\)](#)

Please scroll down to view the backup material.

Item # ____
04/20/21

Urban Area Security Initiative

(Fire)



Urban Area Security Initiative (UASI)

Urban Area Working Group (UAWG)



San Diego Urban Area Security

Unified San Diego County Emergency Services Agreement



Unified Disaster Council



City of San Diego Office of Homeland Security



Urban Area Working Group



Urban Area Security Initiative Grant Funds



Police/Fire



Unified San Diego County Emergency Services Agreement

- 5th Amendment approved on April 20, 2004.
- Clarified that Joint Powers Agreement (JPA) between San Diego County and 18 incorporated Cities creates the Emergency Services Organization as an agency separate from the parties.
- Purpose is to facilitate planning and preparedness activities for the Operational Area.
- Policy making body of the Emergency Services Organization is the Unified Disaster Council (UDC).



Unified Disaster Council (UDC)

- Policy making body of the Emergency Services Organization.
- Voting membership consists of one representative from each City and the County.
- City Manager, Chief of Police, Chief of Emergency Services, and Management Analyst (Fire) are listed as National City representatives.
- Make decisions regarding grant funding.



Urban Area Security Initiative (UASI)

- Since FY03, UASI grant funds were made available to respond to terrorism.
- UASI grant funds not only support terrorism preparedness, but also support preparedness for natural disasters and other major incidents.
- The FY21 funding cycle includes Cybersecurity preparedness.



San Diego Urban Area

- The City of San Diego is the "core city" for the San Diego Urban Area.
- The Urban Area is defined as the 18 cities, county, and special districts.
- The San Diego Police Department's Office of Homeland Security (OHS) manages UASI grant funds for the Urban Area.



UASI Grant Funds

- Department of Homeland Security issues a Notice of Funding Opportunity (NOFO) for the Homeland Security Grant Program (HSGP).
- UASI grant funds are part of the HSGP.
- UASI grant funds must have a connection to terrorism preparedness.
- UASI grant funds are intended to impact the entire Urban Area.



Urban Area Working Group (UAWG)

- Urban Areas must demonstrate how UASI grant funds are used to close gaps in terrorism preparedness.
- The Urban Area Working Group (UAWG) links the UASI grant funds to gaps in terrorism preparedness.
- The UAWG is a subcommittee established by the San Diego County Unified Disaster Council (UDC).
- The UAWG voting membership consists of one representative from each City and the County.
- The San Diego OHS conducts a meeting where the UAWG votes to allocate UASI grant funds.



Award Letter, MOU, & Grant Assurances

- The San Diego OHS confirms the projects to be funded based on the allocations identified by the UAWG.
- An Award Letter, MOU, and Grant Assurances are sent to cities/special districts with approved projects.
- National City Police & Fire get City Council approval to utilize the UASI grant funds to pay for equipment, training, planning, and exercises.
 - Upcoming FY20 UASI grant fund request for approval will be on the City Council Meeting on May 4, 2021.



\$700,000 Past Purchases with UASI Grant Funds

NCPD

- Dispatch Consoles
- Computers
- Personal Protective Equipment
- Gear Bags
- Various Trainings/Conferences

NCFD

- GIS Software
- Rescue Equipment
- Thermal Imaging Cameras
- Illumination Equipment
- Various Trainings/Conferences



Recent Developments

- UDC updated San Diego Urban Area Working Group Charter – January 14, 2021.
- UDC approved San Diego Urban Area Working Group Charter – March 11, 2021.
 - UAWG will comply with Brown Act and Public Records Act.
- UAWG approved FY21 UASI grant funds – March 25, 2021.
- City Council approval request for FY20 UASI grant funding – May 4, 2021.



Questions/Comments?

The following page(s) contain the backup material for Agenda Item: [Speeding and Racing Groups. \(Police\)](#)

Please scroll down to view the backup material.

Item # ____
04/20/21

Speeding and Racing Groups

(Police)



NATIONAL CITY POLICE DEPARTMENT

**Staff Report on concerns regarding Speeding and Racing
Groups**

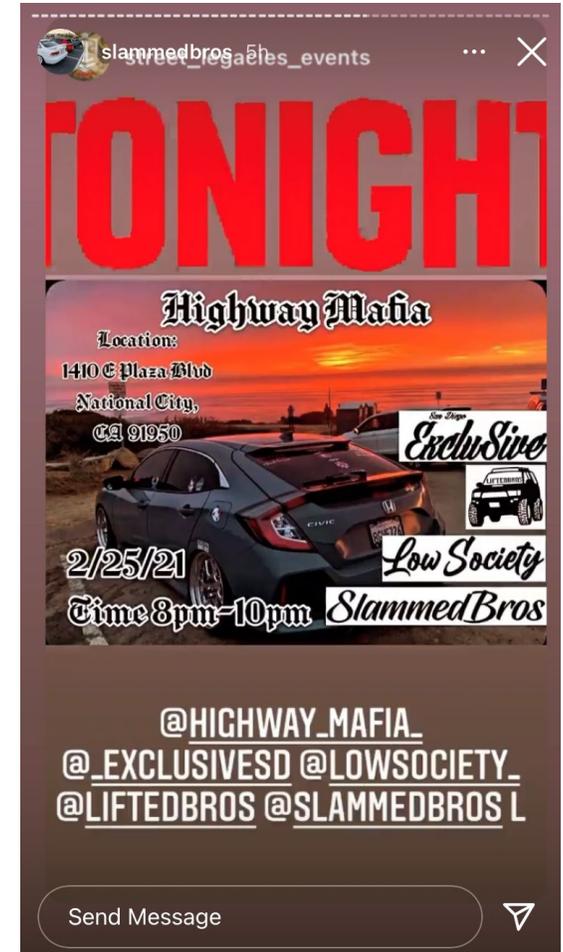
REPORTING LOCATIONS OF SPEEDING

- 2020 Statistics: Calls to Dispatch regarding speeders 554.

	2020
DUI 10-16s	156
TRAFFIC CITATIONS	1,076
PARKING CITATIONS	2,721
TRAFFIC WARNINGS	95
TRAFFIC ACCIDENTS	564

RACING GROUPS

- Locations known for racing groups to congregate.
- Normally, these groups will post on social media shortly before meeting.
- After meeting in a parking lot, these groups will race on freeways.
- Locations:
 - 3030 Plaza Bonita Rd.
 - 3460 Highland Ave.
 - 251 Mile of Cars Way
 - 1410 E Plaza Blvd.
 - 1100 E 30th St.
 - 1910 Sweetwater Rd.
 - 2243 Hoover Ave.
 - 1704 Sweetwater Rd.
 - 1280 E Plaza Blvd.
 - 3299 Tidelands Ave.



RACING

- This is a county-wide issue and not exclusive to the police department.
- The California Highway Patrol and SDPD have coordinated a DRAGNET group designed to take enforcement action on these groups that use our freeways as a race track for their speed contests.

ENFORCEMENT EFFORTS

- The police department will coordinate with other allied agencies with reports of racing events.
- Social media alerts- If we have advance notice, we will move enforcement efforts to these locations to address a potential problem.
- During some of our enforcement efforts, we have cited and towed vehicles that have not been in compliance with the vehicle code.
- “Cite Day” working with other agencies in a saturation patrol targeting speeders.
- Community outreach- providing information via social media of some of our enforcement efforts.
- Use of a speed trailer that provides a real time speed awareness to motorists. These can be followed up by speed enforcement from our patrol and traffic officers.

Thank you

The following page(s) contain the backup material for Agenda Item: [HOPE Improvements for Federal Funding. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

Item # ____
04/20/21

HOPE Improvements for Federal Funding

(Engineering/Public Works)

Explanation

For the first time in many years, the House Appropriations Committee will be accepting Community Public Works Project Funding requests for Fiscal Year 2022. This new initiative allows Members of Congress to target federal funds towards projects in their respective congressional districts. In order to prioritize, various calls for “shovel ready” projects have flowed through the state and the region. In response, staff has worked closely with local consultants to produce a list to submit through any and all channels for funding consideration.

The proposed Health and Opportunity through Partnerships for Equity (HOPE) Improvement Projects have been taken from various City planning documents that have already gone through the public input process and have been approved or accepted by our City Council and other commissions and committees. The proposed projects include (See Attachment A):

- Bicycle and pedestrian safety enhancements
- Alternative mobility options
- First/last mile improvements to transit hubs
- Enhanced connections to Naval Base San Diego

These projects will provide safe and accessible active and alternative transportation facilities for users of all ages and abilities. The proposed improvements will promote clean mobility alternatives as a viable travel choice, reducing greenhouse gas emissions, and promoting a healthier, more active lifestyle. They will enhance the quality of life for disadvantaged residents that live in National City.

Staff is grateful for the support of staff’s continued efforts in seeking funding for said projects. The projects identified will continue to enhance the lives for people who live, work, and play in National City. A sample letter of support addressed to congress has been attached for your reference. Staff will be seeking similar letters of support as additional entities issue calls for projects.

Attachment A



Health and Opportunity through Partnerships for Equity (HOPE) Community Projects

Project	Description
Bayshore Bikeway Eco-Elements/Education/Supplemental Funding	The Bayshore Bikeway, Segment 5 has been fully designed but not implemented due to a shortage of funding. This regional corridor will eventually extend 24 miles around San Diego Bay, providing a vital and scenic connection to major bayfront employers, as well as tourist and recreational destinations. This project would help to supplement the southern portion of this segment by taking care of the more difficult section next to the Paradise Lagoon. This would include above normal costs for utilizing the old abandoned National City railway, including a small trestle bridge, view overlooks, habitat enhancement and educational opportunities for nature and history signage and exhibits.
24 th St Fist and Last Mile Connections to Trolley Station	The West Side area and Old Town area is made up of relatively high density single family and attached family housing units as well as a mixture of light industrial and institutional land uses. The 24 th Street Trolley Station is a high quality, high level of service transit service that connects well to the rest of the region. In some cases, the community is not as well connected to the Trolley Station. This project proposes a number of pedestrian and bike facility improvements to the areas within ¼ to ½ mile from the Trolley Station.
24 th St. Trolley Pedestrian Bridge over I-5	Historically, the community of National City, has been cut-off from the bay, lagoon and parkland because of I-5 in addition to Industrial Lands as well as Navy Lands. The 24 Street to Bay Marina Drive connection under the freeway is currently loud, walking is close to high speed traffic and is basically an out of sight and out of mind travel route. Also, the waterfront is a destination and will be even more so in the future. Having a more direct, safe and visible route to the trolley station would be a great public benefit. The project assumes in station crossing at the tracks from east to west. From the west side, a ramp would go north to south to get up high enough get over the on-ramps. The bridge support would be at edge of the ramps and the center of the freeway. The bridge would drop directly into the Bayshore Bikeway Multi-use Path on the west side of the freeway.
19 th St. Pedestrian/Bike Improvements	This project is an extension from the underpass under I-5 for the 18 th and 19 th Street routes which is will be completed by a California Natural Resources Recreational Trail grand program. This project would continue bike and ped facilities from where the other improvement ends and would lead to the back gate of Naval Base San Diego on 19 th Street. This would allow individuals to walk or bike to work or to get to the trolley station or other parts of the West Side, Old Town or Downtown areas.
Civic Center Drive Bikeway	This segment extends the Bayshore Bikeway through intersections and adds local connections to Civic

Project	Description
Improvements	Center Drive, from the east side of I-5 to the newly constructed Bayshore Bikeway.
8 th St. Naval Base Sand Diego Shuttle Connection	The Active Transportation Plan from CALTRANS does not have enough funding to extend the proposed multi-use path and Neighborhood Electric Vehicle to the Naval Base Gate at 8 th and Harbor. Additional requirements for crossing the active BNSF railroad tracks near Harbor has caused this portion of the proposed ATP plan to search for additional funding. This project would reconstruct the at grade crossings and crossing arms and signage in addition to extending the 14' wide multi-use path through the intersection of Harbor and 8 th . This intersection would also be improved with pedestrian crossings, reconfiguration of the high speed turning lanes and all necessary ADA requirements.
Yama St. Naval Base San Diego Shuttle Connection	Yama Street leads into the “dryside” of Naval Base San Diego where a lot of individuals work, live, shop or play on this side of the base. The 8 th and Roosevelt ATP project will be building a Multi-use Path along the west side of Roosevelt, with the intention of extending this pathway to the back gate at Yama. The project would add a turn-around for the NEV shuttle, have a drop-off location at this end and would improve the pedestrian crossing and add bulb-outs to the intersection of Yama and Main Street. The project would also include the addition of a left turn lane down Yama to accommodate a more efficient way to get to the Southbound on -ramps of I-5. Currently, congestion in the morning causes a back-up of traffic that impedes drivers from getting on I-5.
Pepper Park Water Taxi – Waterfront Access	The current dock and launch ramp at Pepper Park can accommodate the berthing of passengers that would utilize a water taxi that connects to other bay destinations. The current water taxi system in San Diego Bay connects downtown San Diego at the Embarcadero as well as at the Convention Center, ultimately connecting with the Ferry Landing on Coronado. The development of the Chula Vista waterfront with new parks, hotels and convention centers, is likely to generate some significant demand for using San Diego Bay for transportation. This portion of the Capital Grant request would be to obtain some funds to modify the existing pier, to provide signage and to purchase a water taxi that would then be run by a private concessionaire.
Tidelands Truck Parking and Rest Stop	With the proposed changes for the importing of goods and vehicles into the National City Terminal. Truck traffic is very high in the Marina District and it spills over onto local streets of National City. The intent of this project is to create a greater supply of on-street truck parking along Tidelands Avenue and to provide overnight, food, restroom and entertainment facilities to attract drivers to use this area instead of Harbor Drive and Roosevelt Avenue streets. Drivers often arrive in San Diego at night and have to wait for the terminal to open in the morning.

April 15, 2021

Mr. Juan Vargas
United States Congressman (51st District of California)
333 F Street, Suite A
Chula Vista, CA 91910

SUBJECT: California 51st District, Community Projects Request

Dear Congressman. Vargas:

On behalf of the City of National City, I am pleased to submit this letter in support of the Health and Opportunity through Partnerships for Equity (HOPE) proposed Community Projects listed in Attachment A submitted by the City of National City for funding consideration through Federal appropriations. The proposed projects have been taken from various City planning documents that have already gone through the public input process and have been approved or accepted by our City Council and other commissions and committees. I believe that the implementation of these projects will enhance the quality of life for the disadvantaged residents that live in National City.

The proposed projects include bicycle and pedestrian safety enhancements, alternative mobility options, first/last mile improvements to transit hubs, and enhanced connections to Naval Base San Diego. These projects will provide safe and accessible active and alternative transportation facilities for users of all ages and abilities. The proposed improvements will promote clean mobility alternatives as a viable travel choice, reducing greenhouse gas emissions and promoting a healthier, more active lifestyle.

This proposed work builds on a strong history of creating safer facilities for the residents of National City. Through planning and design projects, National City has consistently used best practices that other cities in the San Diego region are following as a result of their implementation. The HOPE projects are another example of this leadership. I strongly endorse these efforts to seek funding to support projects that will continue to enhance the lives for people who live, work, and play in National City. Thank you for your time and consideration.

Sincerely,

[NAME]
[TITLE]

The following page(s) contain the backup material for Agenda Item: [City Manager Report.](#)
[\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
04/20/21

City Manager Report

(City Manager)