

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, AUGUST 17, 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 4:00 p.m. on the day of the meeting will be emailed to the City Council Members and made a part of the official record.

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 4:00 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, proporcione el número del tema o asunto de la agenda y el título del tema o asunto en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos se limitan a tres (3) minutos. Si el comentario no se relaciona con un tema o asunto específico de la agenda, indique Comentario Público General en la línea de asunto. Todos los comentarios por correo electrónico recibidos antes de las 4:00 p.m. del día de la sesión se enviarán por correo electrónico a los miembros del Concejo Municipal y formarán parte del acta oficial.

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 4:00 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

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

1. [Introduction of 2021-2022 Miss National City Court. \(Library and Community Services Department\)](#)
2. [Introducing and Welcoming Dr. Mark Sanchez, New Superintendent/President of Southwestern College.](#)
3. [Sweetwater Union High School Mock Trial Program. \(City Attorney's Office and San Diego La Raza Lawyers Association\)](#)
4. [Summary of May 2021 Workshop on Pepper Park Expansion. \(Lesley Nishihira, Planning Director and Anna Buzaitis, Planning Program Manager, Port of San Diego\)](#)

INTERVIEWS / APPOINTMENTS

5. [Rescinding prior City Council action regarding formation of an Ad-Hoc Sub-Committee taken at the August 3, 2021 City Council Meeting. \(City Clerk\).](#)
6. [Project Labor Standards and Policies – Ad Hoc Committee Appointment. \(City Clerk\)](#)

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

CONSENT CALENDAR

7. [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. \(City Clerk\)](#)

8. [Approval of City Council, Community Development and Housing Authority of the City of National City Virtual Regular Meeting Minutes: June 1, 2021; and City Council of the City of National City Virtual Special Meeting Minutes: June 1, 2021. \(City Clerk\)](#)
9. [Resolution of the City Council of the City of National City: 1\) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220\(B\) regarding sole source purchasing and authorizing the Mayor to execute a City of San Diego Office of Homeland Security Grant Subaward Amendment for the purchase of a FLIR Skywatch Tower for the Police Department; and 2\) approving the establishment of appropriations and corresponding revenue budget in the amount of \\$220,000 for a new total of \\$230,000 to the Reimbursable Grant Citywide account for the FY19 Urban Area Security Initiative \(UASI\) Grant. \(Police\)](#)
10. [Resolution of the City Council of the City of National City approving the Mayor to execute an Agreement between the City of San Diego Office of Homeland Security and the City of National City, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \\$18,188 from the FY20 Urban Area Security Initiative \(UASI\) Grant Funds for the reimbursable grant purchase of training, exercises, and conferences for the Police and Fire Department. \(Fire\)](#)
11. [Resolution of the City Council of the City of National City: 1\) ratifying acceptance of funds in the total amount of \\$15,539 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery \(CalRecycle\) for FY21 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2\) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \\$15,539 and the establishment of the Trash Rate Stabilization Fund appropriation of \\$15,539 and corresponding revenue budget for the implementation of recycling projects and programs. \(Engineering/Public Works\)](#)
12. [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 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell \(formerly "National Joint Powers Alliance"\) Contract #122017-FSC with Haaker Equipment Company for the purchase and build-out of one \(1\) Vactor 2110 Plus Sewer Cleaner Vactor Truck in an amount not-to-exceed \\$450,219.56. \(Engineering/Public Works\)](#)
13. [Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.260 of the National City Municipal Code and authorizing the Mayor to execute a three year agreement with eSCRIBE](#)

[Software Ltd. in the total not-to-exceed amount of \\$96,045 to procure and support eSCRIBE Agenda Management Software.\(IT\)](#)

14. [Resolution of the City Council of the City of National City amending City Council Policy 110 entitled "Display of Flags". \(City Manager\)](#)
15. [Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from October 1, 2021 thru October 31, 2021 with no waiver of fees. \(Community Development\)](#)
16. [Investment Report for the quarter ended June 30, 2021. \(Finance\)](#)
17. [Warrant Register #1 for the period of 6/30/21 through 7/6/21 in the amount of \\$1,458,359.66. \(Finance\)](#)
18. [Warrant Register #2 for the period of 7/7/21 through 7/13/21 in the amount of \\$1,643,847.55. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

19. [Resolution of the City Council of the City of National City setting the property tax rate for the Library General Obligation Bonds for fiscal year 2022. The rate remains the same as previous year at 0.59 cent per \\$100 of assessed valuation. \(Finance\)](#)

NEW BUSINESS

20. [Resolution of the City Council of the City of National City approving the National City Age-Friendly Action Plan. \(Housing Authority\)](#)
21. [Report on the Balanced Plan, the Maritime Clean Air Strategy \(MCAS\), and other Port District matters related to National City. Staff recommends sending the attached letter to the San Diego Board of Port Commissioners \(BPC\) to make a formal request for American Rescue Plan Act \(ARPA\) funds to support the Balanced Plan and MCAS. \(City Manager\)](#)

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

22. [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 - September 7, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Introduction of 2021-2022 Miss National City Court. (Library and Community Services Department)
Please scroll down to view the backup material.

Item # ____

August 17, 2021

INTRODUCTION OF 2021-2022 MISS NATIONAL CITY COURT

(Library and Community Services Department)

The following page(s) contain the backup material for Agenda Item: Introducing and Welcoming Dr. Mark Sanchez, New Superintendent/President of Southwestern College. Please scroll down to view the backup material.

Item # ____

08/17/21

**Introducing and Welcoming Dr. Mark Sanchez,
New Superintendent/President of Southwestern College**

The following page(s) contain the backup material for Agenda Item: Sweetwater Union High School Mock Trial Program. (City Attorney's Office and San Diego La Raza Lawyers Association)

Please scroll down to view the backup material.

Item # ____

08/17/21

**SWEETWATER UNION HIGH SCHOOL MOCK TRIAL PROGRAM
PRESENTATION**

(City Attorney's Office and San Diego La Raza Lawyers Association)

The following page(s) contain the backup material for Agenda Item: Summary of May 2021 Workshop on Pepper Park Expansion. (Lesley Nishihira, Planning Director and Anna Buzaitis, Planning Program Manager, Port of San Diego)
Please scroll down to view the backup material.

Item # ____

08/17/21

Summary of May 2021 Workshop on Pepper Park Expansion

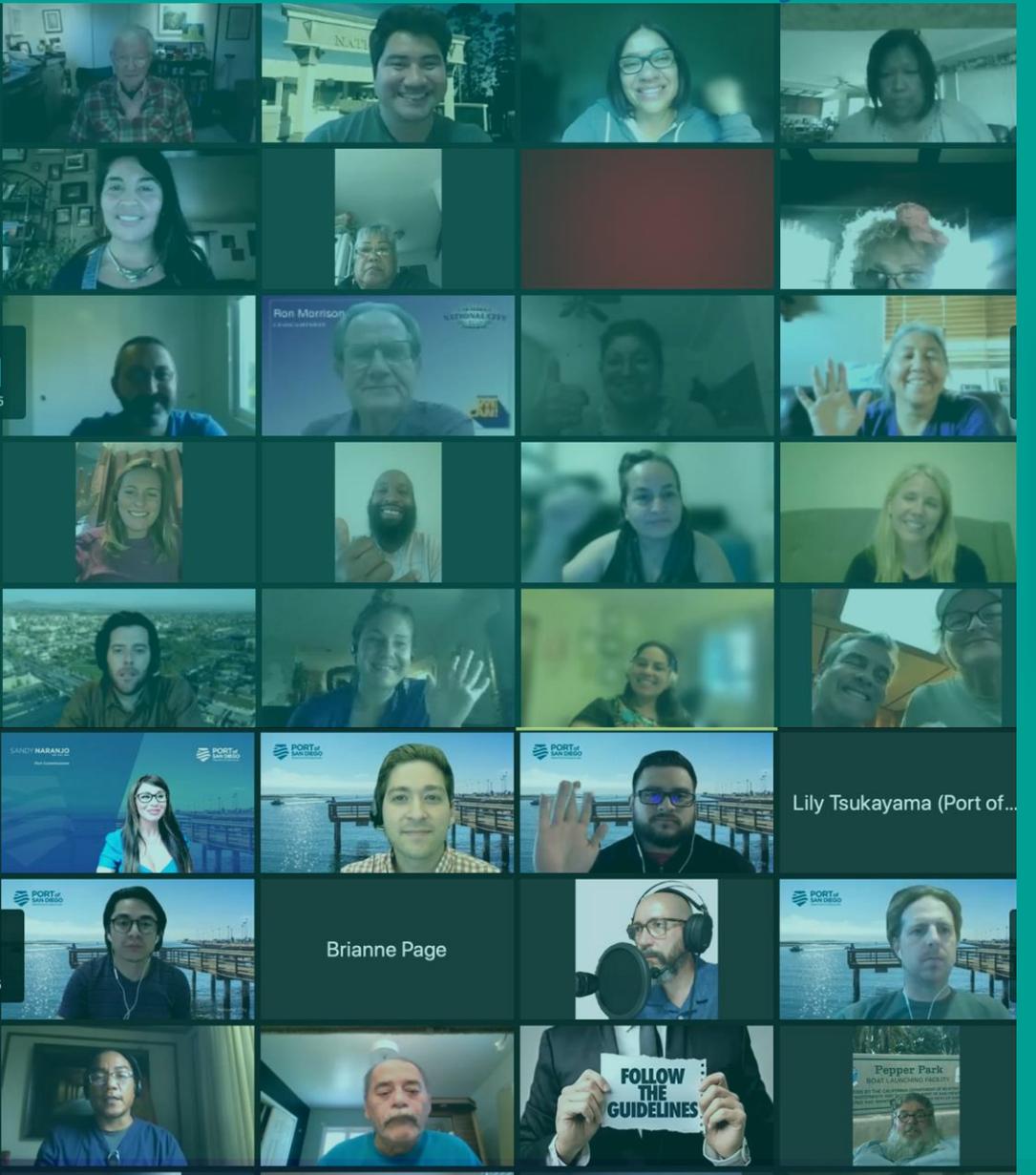
Lesley Nishihira, Planning Director
Anna Buzaitis, Planning Program Manager
Port of San Diego

Summary of May 6th Workshop on Pepper Park Expansion

August 17, 2021



Pepper Park Virtual Community Workshop



- Thursday, May 6, 2021
- English, Spanish, Tagalog
- Over 100 attendees

Project Overview- Goals

- Explore park features and recreation opportunities that will help **transform** Pepper Park into a resource that both National City residents and visitors will **cherish for years to come**.
- Engage with the community and stakeholders in a **collaborative format** to design the future Pepper Park.
- Identify park features and amenities that **leverage** the waterfront location, **balance** the priorities of the Port and region, and **reflect the local community's needs**.



Well-Being Active Improvements



Passive Water Experiences



Perched Beach



Deck Over Water



Waterfront Seating



Stepped Seating

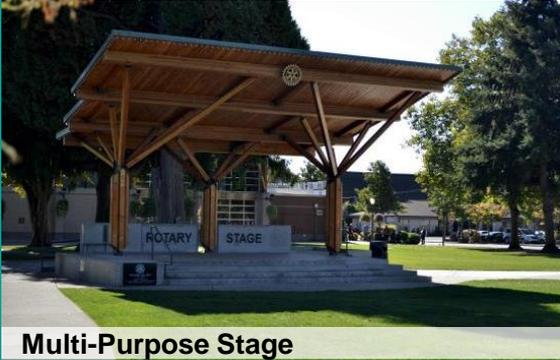


Viewing Deck



Unique Lighting

Event Supporting Improvements



Educational Improvements



Educational Signage



Indigenous Peoples Signage



Historic Structures



Raised Viewing Platform



Pavement Educational Art



Unique Educational Signage

Access Improvements



Parking Lot Improvements



Fencing



Active Transportation Improvements



Local Connections (East/West I-5)



Regional Connections



Regional Connections

What we heard



Well-Being Active Improvements

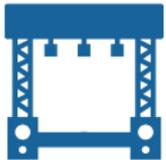
- Splash pad
- Preserve open space where possible
- Family-friendly, inclusive play equipment
- Outdoor exercise equipment



Passive Water Experiences

- Beach/sandy areas
- Connections to the water via boats, kayaks, ferries, etc.
- Waterfront promenade improvements (lighting, walking, access to water)

What we heard



Event Supporting Improvements

- Support for kioskos (styled after those found in Mexico/Latin America)
- Support for performance stages
- Interested in flexible space for special events and festivals
- Concerns over balance between structures and open space



Educational Improvements

- Recognize Kumeyaay history
- Recognize other kinds of local history (i.e. Navy, Filipino Community, etc.)
- Local art and cultural installations
- Educational signage that covers diverse topics (history, water, flora, fauna)

What we heard



Access Improvements

- Active transportation improvements (walking, biking)
- Improved connections from City to Pepper Park (east/west access over/under Interstate 5)
- Water connections throughout the bay (ferries from Coronado, San Diego, and South Bay)
- Conduct a parking demand study to determine parking supply
- Preserve boat launch parking

Videos & Transcripts

- Workshop presentation, video recordings & transcripts are posted online
- Additional comments were accepted via email for the following 2 weeks
- Workshop summary report was posted in June 2021

Summary of May 2021 Pepper Park Expansion Workshop

On May 6, 2021, the San Diego Unified Port District (Port of San Diego) held a virtual community workshop to solicit public input on the future expansion of Pepper Park. The workshop was held from 6-7:30pm on Zoom and was in English, with simultaneous interpretation in Spanish and Tagalog. Planning and landscape architecture firm KTUA facilitated the workshop and led participants through an informational/background presentation and interactive activity ("breakout rooms") to solicit comments on potential park features and recreational opportunities that will help transform the existing Pepper Park and the proposed 2.5-acre future park expansion. The participation and response rate was high, with over 100 participants. In addition to soliciting comments at the workshop, comments were solicited via email for the two weeks following the workshop. This summary document includes comments received at the workshop and comments received via email.

Two weeks in advance of the workshop, an informational flier was posted to the Port's website to provide background information and a preview of topics that would be discussed at the workshop. The informational flier is included as Attachment 1 to this workshop summary.

The following workshop summary is organized by the following five (5) topic areas discussed during the breakout room activity. The comments received at the workshop are organized by recurring themes to help understand priority topics. This important feedback will be reviewed and used by the Port of San Diego to develop appropriate recommendations for the subsequent park design phases and public outreach on that park design.

 **Well-Being Active Improvements (Things to play on or to exercise with)**
Question: *What kinds of play, exercise, and well-being features would you like to see?*

 **Passive Water Experiences (A place to experience the water)**
Question: *What kinds of waterfront features that allow you to experience the water's edge would you like to see?*

 **Event Supporting Improvements (Things to do)**
Question: *What kinds of features that support local events and social gatherings would you like to see?*

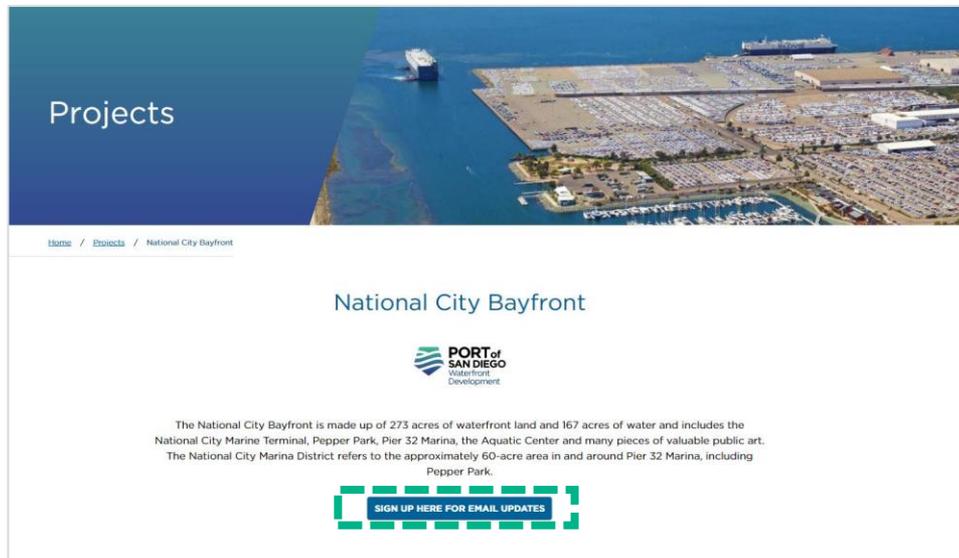
 **Educational Improvements (Learning from history and the environment)**
Question: *What kinds of educational features would you like to see?*

 **Access Improvements (The journey here)**
Question: *What kinds of access improvements would you like to see?*

Next Steps and Contact Info

- Finalizing Environmental Impact Report (EIR) for public review
- Anticipated approval of EIR and Port Master Plan Amendment (PMPA) in early 2022
- Anticipated Coastal Commission approval of PMPA in late 2022/early 2023
- Stay in touch! Please visit the Port website to sign up and receive project updates:
 - ✓ <http://www.portofsandiego.org/projects/national-city-bayfront>



If you have any questions, please contact Anna Buzaitis:

(619) 686-7263

abuzaiti@portofsandiego.org

Summary of May 6th Workshop on Pepper Park Expansion

August 17, 2021



PORT of
SAN DIEGO
Experiences

The following page(s) contain the backup material for Agenda Item: Rescinding prior City Council action regarding formation of an Ad-Hoc Sub-Committee taken at the August 3, 2021 City Council Meeting. (City Clerk).
Please scroll down to view the backup material.

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

MEETING DATE: August 17, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Rescinding prior City Council action regarding formation of an Ad-Hoc Sub-Committee taken at the August 3, 2021 City Council Meeting (City Clerk).

PREPARED BY: [Shelley Chapel, MMC, Deputy City Clerk] **DEPARTMENT:** City Clerk's Office

PHONE: [(619) 336-7328] **APPROVED BY:** *Shelley Chapel*

EXPLANATION:

At the August 3, 2021 City Council meeting, City Council approved a motion (3-2) made by Mayor Sotelo-Solis to form an Ad-Hoc Committee composed of the Mayor and Vice-Mayor Rodriguez to discuss community benefit agreements. The motion was made during Mayor and City Council Discussion on the agenda. This action typically is publicly noticed and appointments formally made under Interviews and Appointments on the agenda.

To fully comply with the Brown Act, staff recommends rescinding the prior City Council Action regarding formation of an Ad-Hoc Sub-Committee taken at the August 3, 2021 City Council Meeting. This is formal repeal of City Council action only. Future discussion of ad-hoc appointments should occur under Interviews and Appointments.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

[N/A |

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Staff recommends City Council rescind prior City Council Action taken at the August 3, 2021, City Council Meeting.

BOARD / COMMISSION RECOMMENDATION:

[n/a |

ATTACHMENTS:

[None.

The following page(s) contain the backup material for Agenda Item: Project Labor Standards and Policies – Ad Hoc Committee Appointment. (City Clerk)
Please scroll down to view the backup material.

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

MEETING DATE: August 17, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Project Labor Standards and Policies – Ad Hoc Committee Appointment (City Clerk’s Office).

PREPARED BY: [Shelley Chapel, MMC, Deputy City Clerk] **DEPARTMENT:** City Clerk’s Office

PHONE: [(619) 336-7328] **APPROVED BY:** *Shelley Chapel*

EXPLANATION:

The Mayor proposes to create an Ad Hoc Committee entitled the Project Labor Standards and Policies Ad-Hoc Committee, with appointment of two (2) City Councilmembers to the Committee. The Committee will meet for a limited term of less than one year and for a specified topic only. The topic would include discussion of community benefit agreements.

FINANCIAL STATEMENT:

ACCOUNT NO. |

[N/A |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Mayor to appoint with City Council concurrence.

BOARD / COMMISSION RECOMMENDATION:

[n/a |

ATTACHMENTS:

[None.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags	POLICY # 110
ADOPTED: July 14, 1987	AMENDED: August 17, 2021

Purpose

To establish guidelines governing the flying of the following 15 flags:

- United States of America
- State of California
- City of National City
- Army
- Navy
- Marine Corps
- Air Force
- United States Coast Guard
- POW
- Army Retired
- Navy Retired
- Air Force Retired
- World War II Commemorative
- Korea War Veterans
- Vietnam Veterans
- Mourning Flag
- Gay Pride Flag
- Juneteenth Flag
- Kumeyaay-Diegueño Flag

Policy

The City of National City observes the following protocol with respect to the display of the flags.

- 1) The flags will be displayed from sunrise to sunset unless properly lighted.
- 2) The flags will be hoisted briskly and lowered ceremoniously.
- 3) The flags will not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- 4) The City Manager is authorized to display at City buildings the United States flag at half-staff in accordance with the rules set forth below and at such times as the President of the United States, the Governor of the State of California, or a request by the City Manager, and concurrence by the Mayor with notification to the City Council..

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags	POLICY # 110
ADOPTED: July 14, 1987	AMENDED: August 17, 2021

- a) Thirty days from the death of a President or former President.
 - b) Ten days from the day of death of a Vice-President, Chief-Justice of the U.S. Supreme Court or the Speaker of the House of Representatives.
 - c) The day of death and on the following day for a United States Senator or Representative, the Governor of the State of California, and any elected official of the City of National City.
 - d) On the closest working day to the date of internment for an employee of the City of National City.
- 5) The flags will be flown at half-staff on the following days:
- a) Peace Officers Memorial Day, May 15th, unless that day is also Armed Forces Day (sunrise to sunset).
 - b) Memorial Day, last Monday in May, sunrise to noon, only then raised briskly on the top of the staff until sunset, in honor of the nation's battle heroes.
 - c) Patriot Day, September 11, sunrise to sunset.
 - d) Pearl Harbor Remembrance Day, December 7, sunrise to sunset.
 - e) National Firefighters Memorial Day, rotating date in October, typical a Sunday (sunrise to sunset).

When flying the flags at half-staff, the flags will be hoisted to the peak for an instant and then lowered to the half-staff position.

- 6) At Kimball Bowl, the United States, State of California, and the City of National City flags will be flown 24 hours, 7 days a week, except in the case of inclement weather. These flags shall be lighted during night time hours.
- 7) All locations will fly the United States and the State of California flags on the holidays listed below. In addition, the Kimball Bowl will fly other flags on certain holidays as listed below:
 - a) Inauguration Day - January 20th
 - b) President Day – 3rd Monday in February
 - c) Armed Forces Day – 3rd Saturday in May (Ceremonial flags will be flown at

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags	POLICY # 110
ADOPTED: July 14, 1987	AMENDED: August 17, 2021

- Kimball Bowl)
- d) Memorial Day - the last Monday in May (Ceremonial flags will be flown at Kimball Bowl)
 - e) Flag Day - June 14 (Ceremonial flags will be flown at Kimball Bowl)
 - f) Independence Day - July 4 (Ceremonial flags will be flown at Kimball Bowl)
 - g) Labor Day - 1st Monday in September
 - h) California Admission Day-September 9
 - i) Patriot Day - September 11 (Ceremonial flags will be flown at Kimball Bowl)
 - j) Veterans Day - November 11 (Ceremonial flags will be flown at Kimball Bowl)
 - k) Pearl Harbor Day - December 7 (Ceremonial flags will be flown at Kimball Bowl)
 - l) Other days that may be proclaimed by the President of the United States
- 8) Mourning Flag
The Mourning Flag is to be flown at Fire Stations only, the manner of which is outlined by Fire Department Policy.
- 9) Community Flags
The City Manager is authorized to display the following community flags at select City buildings. The flags are to be flown below the United States and California State flags, unless flown on a separate flag pole.
- Gay Pride Flag – to be flown during the month of June.
 - Juneteenth Flag – to be flown on June 19 annually.
 - Kumeyaay-Diegueño Flag – to be flown during the month of November.
- City Manager is also authorized to display any of the designated flags under this policy for a limited period of time, to commemorate a special event related to the designated flag, contingent upon concurrence by the Mayor and with notification to the City Council.
- 10) The following departments are responsible for raising and lowering the flags at the listed locations, if flags are flown at those locations:
- a) Las Palmas Park - Public Works Department
 - b) Las Palmas Municipal Pool - Public Works Department
 - b) Library - Public Works Department
 - c) Civic Center - Public Works Department
 - d) Police Department - Public Works Department
 - e) Fire Department (Stations# 31 and# 34) - Fire Department
 - f) Kimball Bowl - Public Works Department
 - g) Kimball Recreation Center - Public Works Department

**CITY COUNCIL POLICY
CITY OF NATIONAL CITY**

TITLE: Display of Flags	POLICY # 110
ADOPTED: July 14, 1987	AMENDED: August 17, 2021

Related Policy References

Public Law 94-344 – Federal Flag Code.
United States Veteran’s Administration
Flag Code: California State Governor
Flag Code: Office of the President of the United States

Prior Policy Amendments:

June 15, 2021 (Resolution No. 2021-93)
September 18, 2001 (Resolution No. 2001-140)
August 7, 2007 (Resolution No. 2007-187)
December 2, 2008 (Resolution No. 2008-256)
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)
October 18, 2016 (Resolution No. 2016-168)

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 # ____
08/17/21

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: Approval of City Council, Community Development and Housing Authority of the City of National City Virtual Regular Meeting Minutes: June 1, 2021; and City Council of the City of National City Virtual Special Meeting Minutes: June 1, 2021. (City Clerk)
Please scroll down to view the backup material.

Item # _____

08-17-2021

APPROVAL OF MEETING MINUTES

CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY:

Virtual Regular Meeting Minutes: June 1, 2021

CITY COUNCIL OF THE CITY OF NATIONAL CITY:

Virtual Special Closed Session Meeting Minutes: June 1, 2021

(City Clerk)



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

June 1, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

The City Council minutes are prepared and ordered to correspond to the City Council Agenda. Agenda Items can be taken out of order during the meeting. The Agenda Items were considered in the order presented.

A. CITY COUNCIL

CALL TO ORDER

The meeting was called to order at 6:11 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell, Chapel, Torres, Gilman, Williams, Davis, Mateau, Denham, Drew, Duong, Gamwell, Gilman, Maxilom, Vergara, Aguirre, Olson, Yano, Parra, Barrera, Valdez, and Tellez.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

Assistant City Manager Winney led the Pledge of Allegiance.

Mayor Sotelo-Solis announced the passing of Co-Founder of EDCO Mr. Ed Burr, the meeting will be adjourned in his honor.

PUBLIC COMMENTS

Mayor Sotelo-Solis introduced City Clerk Molina who summarized the process for acceptance of live public comment. Mayor Sotelo-Solis reduced comments to two (2)-minutes.

Four (4) spoken public comments were heard: Barbara Gordon (Cannabis), Peggy Walker (Cannabis), Kelly McCormick (Cannabis), and Becky Rapp (Cannabis).

Four (4) written comments were received and read into the record: Ted Godshalk (Public Meetings), Joan Rincon (Homelessness), Jim Traweek (Stop Street Racing), and Judi Strang (Marijuana).

PROCLAMATIONS AND CERTIFICATES – No agenda items.

AWARDS AND RECOGNITIONS

1. Introduction of New Employee - Gabriela M. Torres, Deputy City Attorney.

Mayor Sotelo-Solis introduced City Attorney Bell who introduced Gabriela M. Torres, Deputy City Attorney.

PRESENTATIONS

2. Citywide Communications Update.

Mayor Sotelo-Solis introduced Assistant City Manager Tony Winney, Management Analyst II Lauren Maxilom, and RMG Communications President/CEO Rachel McGuire who provided the report, and PowerPoint presentation titled “Communications Update”.

Public Comment: None

Received and filed.

3. Community and Police Relations Commission (CPRC) 2018, 2019 and 2020 Annual Reports. Community Service Month Recap.

Mayor Sotelo-Solis introduced Mike Lesley, CPRC Chair, and Management Analyst II Maxilom who provided the report and PowerPoint Presentation titled “City of National City Community & Police Relations Commission (CPRC) 2018, 2019, and 2020 Annual Reports”.

Public Comment: None

Received and filed.

INTERVIEWS / APPOINTMENTS

4. Appointments: City Boards, Commissions and Committees - City Council Appointment.

Mayor Sotelo-Solis introduced City Clerk Molina who gave the report and recited City Council Policy #107 Section D8 regarding the interview process.

Civil Service Commission: Fulfill the remainder of the term for Commissioner Fred Puhn who resigned on April 7, 2021. One (1) vacancy for a term through September 30, 2022.

The City Council considered one (1) applicant for this position.

City Council conducted public interview one (1) applicant: Javier Alvarado.

Public Comment: None

ACTION: Motion by Councilmember Morrison, seconded by Vice-Mayor Rodriguez, to appoint applicant. Alvarado to the Civil Service Commission.

Substitute Motion by Councilmember Rios, seconded by Councilmember Bush, to reopen the vacancy for 30 days.

Ayes: Bush, Rios, Sotelo-Solis

Nays: Morrison, Rodriguez

Motion carried by 3 to 2 votes.

REGIONAL BOARDS AND COMMITTEE REPORTS

Mayor Sotelo-Solis reported on the SANDAG 2021 Regional Plan.

Councilmember Rios reported on San Diego County Water Authority's and Sweetwater Authority's budgets.

Councilmember Bush reported on Air Pollution Control District's support of CA State Bill 743 concerning vehicle emissions. The Bayshore Bikeway Working Group will hold a bike ride to commemorate Juneteenth.

Councilmember Morrison announced that his next committee meeting is planned for June 24, 2021.

Vice-Mayor Rodriguez announced that the next Wastewater JPA meeting is planned for Thursday.

Port Commissioner Sandy Naranjo provided a report on the business of the Port of San Diego.

CONSENT CALENDER

Mayor Sotelo-Solis announced that Item 12 was pulled for public comment. Councilmember Bush recused himself from Item 12 due to a conflict of interest and left the virtual meeting

ITEM PULLED FROM CONSENT CALENDER FOR PUBLIC COMMENT AND DISCUSSION:

12. Adopted Resolution 2021-57. Resolution of the City Council of the City of National City authorizing the City Manager to execute an Affordable Housing and Sustainable Communities ("AHSC") Implementation and Mutual Indemnity Agreement with the Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc. (MAAC Project), a 501(c)3 non-profit organization, for the City's implementation of transportation infrastructure or transit-related amenities with a total budget of \$6,750,000 within the vicinity of a proposed 400-unit affordable housing project at 233 Roosevelt Avenue in National City.

Public Comment:

One (1) written comment was received and read into the record: Joan Rincon.

Six (6) spoken public comments were heard: Christopher Allen, Jesse Garcia, Victor Diaz, Javier Santizo, Francisco Pena, and Doug Hicks.

Council asked clarifying questions. Responses were provided by Roberto Yano, Bob Cummings, Arnulfo Manriquez, and Matt Capuzzi.

ACTION: Motion by Vice-Mayor Rodriguez, seconded by Councilmember Morrison, to approve the Resolution, Item 12.

Motion carried by 4 to 1 votes with Councilmember Bush recusing.

Councilmember Bush returned to the virtual meeting at 8:32 p.m.

Public Comment for Items 5-11 and 13-18: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Bush, to approve the Consent Calendar Items 5 through 11 and 13 through 18.

Motion carried by unanimous vote.

5. 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.
6. Approval of City Council and Community Development Commission - Housing Authority of the City of National City Virtual Regular Meeting Minutes: April 20, 2021, and City Council of the City of National City Virtual Special Meeting Minutes April 20, 2021.
7. Adopted Resolution 2021-52. Resolution of the City Council of the City of National City supporting increased broadband access to bridge the digital divide throughout the San Diego region.
8. Adopted Resolution 2021-53. Resolution of the City Council of the City of National City approving City Attorney's request for authority to participate in the San Diego County Bar Association's Diversity Pledge.
9. Adopted Resolution 2021-54. Resolution of the City Council of the City of National City authorizing the City Manager to execute a Termination of a Notice of Assurances to the State of California of the Use of Property and/or the State of California's Right of Recapture for Kimball Highlands located at 1221 "D" Avenue.
10. Adopted Resolution 2021-55. Resolution of the City Council of the City of National City authorizing the City Manager to execute a Termination of a Notice of Restriction on Real Property located at 1320 Highland Avenue.
11. Adopted Resolution 2021-56. Resolution of the City Council of the City of National City authorizing the City Manager to execute and accept a Quit Claim Deed that reverts the recording of a Grant Deed on May 13, 2021 for the property located at 140 West 18th Street, National City; and authorizing the City Manager to execute and accept a Grant Deed previously approved by City Resolution 2021-36 at the close of escrow on or before June 30, 2021.

13. Adopted Resolution 2021-58. Resolution of the City Council of the City of National City authorizing the installation of “No Truck Parking” signage on the east side of Highland Avenue, north of E. 2nd Street, to increase parking turnover for customers and employees of the nearby businesses and to enhance street safety (TSC No. 2021-07).
14. Adopted Resolution 2021-59 Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 1540 Harding Avenue (TSC No. 2021-08).
15. Adopted Resolution 2021-60. Resolution of the City Council of the City of National City authorizing the installation of a Stop Control sign for the three T-intersections within the neighborhood bounded by “G” Avenue, between E. 19th Street and E. 22nd Street (TSC No. 2021-09).
16. Adopted Resolution 2021-61. Resolution of the City Council of the City of National City authorizing the installation of red curb “No Parking” at the intersection of Earle Drive and E. 16th Street in order to enhance safety and visibility for drivers exiting Earle Drive onto E. 16th Street (TSC No. 2021-10).
17. Ratified Warrant Register #42 for the period of 4/14/21 through 4/20/21 in the amount of \$2,346,196.31. (Finance)
18. Ratified Warrant Register #43 for the period of 4/21/21 through 4/27/21 in the amount of \$1,139,452.53. (Finance)

Mayor Sotelo-Solis called for a recess at 8:33 p.m. Meeting was reconvened at 8:46 p.m. with all members present.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

19. Adopted Ordinance No. 2021-2489. Public Hearing, second reading and adoption of an Ordinance of the City Council of the City of National City amending National City Chapter 9.52 of the National City Municipal Code regarding the Mandatory Commercial and Residential Recycling Program according to SB 1383.

City Clerk Molina read the title of the Ordinance into the record.

Mayor Sotelo-Solis introduced Director of Public Works Yano. There was no report.

Mayor Sotelo-Solis opened the Public Hearing at 8:47 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 8:47 p.m.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Ordinance.

Motion passed by unanimous vote.

20. Adopted Resolution No. 2021-62. Public Hearing and adoption of a Resolution of the City Council of the City of National City confirming the costs of Weed Abatement and Approving the report and account for such, after having considered any objections or protests; pursuant to National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and other Fire Hazards).

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Chief of Emergency Services Parra and Deputy Fire Marshall Drew who provided the report.

Councilmembers asked clarifying questions. Staff provided responses.

Mayor Sotelo-Solis opened the Public Hearing at 8:54 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 8:55 p.m.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Resolution.

Motion passed by unanimous vote.

21. Adopted Resolution No. 2021-63. Public Hearing and adoption of a Resolution of the City Council of the City of National City confirming the assessment and ordering the levy for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2020/21.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Principal Planner Reeder who provided an overview.

Mayor Sotelo-Solis opened the Public Hearing at 8:58 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Bush, to close the Public Hearing at 8:58 p.m.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to adopt the Resolution.

Motion passed by unanimous vote.

NON CONSENT RESOLUTIONS

22. Adopted Resolution No. 2021-64. Resolution of the City Council of the City of National City authorizing the Mayor to enter into a Memorandum of Agreement with the County of San Diego by and through its Health and Human Services Agency (HHSA) Mobile Crisis

Response Team (MCRT) for broad range of health and social services to community residents including trauma-informed behavioral health services.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced City Manager Raulston who gave the report. Cecily Thorton-Stearns with HHS and Chief Tellez provided information and addressed questions by Councilmembers.

Public Comments: None.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rios, to adopt the Resolution.

Motion passed by unanimous vote.

23. Adopted Resolution No. 2021-65. Resolution of the City Council of the City of National City approving a Second Amendment to the Agreement with West Coast Arborists, Inc. for grant coordination services for a CAL FIRE Urban and Community Forestry Grant awarded to the City of National City, extending the term of the Agreement to September 30, 2023, and authorizing the Mayor to execute the Agreement.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Director of Public Works Yano who provided the report and PowerPoint presentation titled “CAL-FIRE – National City Urban Forest Expansion & Improvement Project – Item 23 and Item 24” and addressed questions by Councilmembers.

Public Comment: None.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rios, to adopt the Resolution.

Motion passed by unanimous vote.

24. Adopted Resolution No. 2021-66. Resolution of the City Council of the City of National City approving a Second Amendment to the Agreement with West Coast Arborists, Inc. for tree planting services for a CAL FIRE Urban and Community Forestry Grant awarded to the City of National City, extending the term of the Agreement to September 30, 2023, and authorizing the Mayor to execute the Agreement.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Director of Public Works Yano who provided the report.

Public Comment: None.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Morrison, to adopt the Resolution.

Motion passed by unanimous vote.

25. Adopted Resolution No. 2021-67. Resolution of the City Council of the City of National City adopting the 24th Street Transit-Oriented Development Overlay (TODO) Plan. (Applicant City-Initiated) (Case File 2021-07).

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Principal Planner Reeder who provided the report and PowerPoint Presentation titled “24th Street TODO Transit Oriented Development Overlay”. The project team included Monique Chen, Diego Velasco, Andrew Prescott, Ted Smith, and Kristin Blackson. The team addressed questions and comments from the Councilmembers.

Public Comment:

One (1) spoken public comment was heard: Javier Padilla.

Three (3) written comments were received and read into the record: Bradley Bang, Danny Serrano, and Alicia Sanchez.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to include amended language “When evaluated as part of focus General Plan update process it must not displace and/or gentrify existing community members and/or create incompatible new land uses. The Housing policy also,” and adopt the Resolution as amended.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion carried by 4 to 1 votes.

26. Adopted Resolution No. 2021-68. Resolution of the City Council of the City of National City adopting a budget for fiscal year 2022.

Mayor Sotelo-Solis read the title of the Resolution into the record.

There was no report. City Manager Raulston addressed questions by Councilmembers.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Resolution.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion carried by 4 to 1 votes.

Mayor Sotelo-Solis recognized the time and asked if the City Council members would agree to extend the meeting past the 10:30 p.m. mark to complete the agenda items.

ACTION: Motion by Councilmember Rios, seconded by Mayor Sotelo-Solis, to extend the meeting to complete the last three (3) items.

Friendly Amendment by Councilmember Morrison, seconded by Vice-Mayor Rodriguez, to end the meeting by 11:00 p.m.

Ayes: Morrison, Rodriguez

Nays: Bush, Rios, Sotelo-Solis

Motion failed by 2 to 3 votes.

Original motion by Councilmember Rios, seconded by Mayor Sotelo-Solis.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion carried by 4 to 1 votes.

NEW BUSINESS

27. National City Chamber of Commerce COVID-19 Economic Recovery Proposal.

City Manager Raulston introduced Chad Matkowski, President and CEO, National City Chamber of Commerce who provided a report and PowerPoint presentation titled “Proposal for COVID-19 Economic Recovery.”

City Councilmembers asked clarifying questions and Mr. Matkowski provided responses.

Received and filed.

28. Discussion on City Council Policy No. 110 entitled "Display of Flags".

Mayor Sotelo-Solis introduced City Manager Raulston who provided the report.

Public Comment:

Five (5) written comments were received and read into the record all regarding the Pride Flag: Nadia Kean-Ayub, Moon Coyote, Bradley Bang, Elaine Lewis, Zachary Gomez.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Bush, to add the Firefighter Mourning Flag to be flown at Fire Stations only, and Gay Pride Flag to be flown during the month of June to the policy.

Friendly Amendment by Councilmember Bush to add the Juneteenth Flag to be flown on June 19 annually, and the flag honoring the Kumeyaay- Diegueno Flag be flown during the month of November to the policy. Maker of the original motion accepted.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nayes: Morrison

Motion carried by 4 to 1 votes.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY

No agenda items.

C. REPORTS

STAFF REPORTS

29. Update on City Sponsored Events.

Interim Director of Community Services Audrey Denham provided the report.

Received and filed.

30. City Manager Report.

City Manager Raulston commented on the availability of COVID-19 vaccines for the community. Assistant City Manager Winney provided an update on the homelessness response and future programming specific to those encampments along the 805 Corridor.

Received and filed.

MAYOR AND CITY COUNCIL

City Clerk Molina wished everyone a happy Pride month.

City Treasurer Beauchamp commended the City Manager and the Chief of Police for their actions today.

Councilmember Morrison commented on the potential for restaurants to lease of outdoor public space.

Councilmember Bush provided details on the Juneteenth bike ride hosted by Major Taylor Cycling Club.

Councilmember Rios announced the program at St Anthony’s church that provides resources to new and expectant mother. It is accepting donations. Also, she commended City Attorney Bell for the recorded trainings on Social Media and the Brown Act.

Vice-Mayor Rodriguez provided comments on the origins of Pride month.

Mayor Sotelo-Solis wished everyone a happy Pride month. She provided comments on a call to action to reach out to state legislators to prioritize allocation of resources for homelessness services. She provided an update on the ad-hoc committee on lowriders and the cruising ordinance.

CLOSED SESSION

CLOSED SESSION REPORT

City Attorney Bell reported that there was no action or direction provided by City Council.

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting in memory of EDCO Co-Founder Mr. Ed Burr. The meeting was adjourned to the next Virtual Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City, California to be held Tuesday, June 15, 2021, at 6:00 p.m. via teleconference.

The meeting adjourned at 11:42 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 17, 2021.

Alejandra Sotelo-Solis, Mayor



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

June 1, 2021

The meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 4:30 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis
Administrative Officials present: Raulston, Winney, Bell, Munoz, Gomez
Consultants: Stark

PUBLIC COMMENT

None

CLOSED SESSION

Members retired into Closed Session at 4:33 p.m. and returned at 4:43 p.m. with all members present.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Existing Litigation under Government Code Section 54956.9(d)(1)
Name of Case: Affordable Housing Coalition of San Diego County v Drager, et al
Sacramento County Superior Court Case No. 34-2012-80001158-CU-WM-GDS

Members retired into Closed Session at 4:43 p.m. and returned at 6:00 p.m. with all members present.

2. **PUBLIC EMPLOYEE EMPLOYMENT**
Government Code Section 54957
Performance Evaluation: City Manager

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting at 6:00 p.m. to the next Virtual Regular City Council meeting to be held immediately following via teleconference.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of August 17, 2021

Alejandra Sotelo-Solis, Mayor

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220(B) regarding sole source purchasing and authorizing the Mayor to execute a City of San Diego Office of Homeland Security Grant Subaward Amendment for the purchase of a FLIR Skywatch Tower for the Police Department; and 2) approving the establishment of appropriations and corresponding revenue budget in the amount of \$220,000 for a new total of \$230,000 to the Reimbursable Grant Citywide account for the FY19 Urban Area Security Initiative (UASI) Grant. (Police)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

AGENDA ITEM NO. |

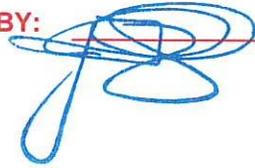
ITEM TITLE:

Resolution of the City Council of the City of National City 1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220(B) regarding sole source purchasing and authorizing the Mayor to execute a City of San Diego Office of Homeland Security Grant Subaward Amendment for the purchase of a FLIR Skywatch Tower for the Police Department; and 2) approving the establishment of appropriations and corresponding revenue budget in the amount of \$220,000 for a new total of \$230,000 to the Reimbursable Grant Citywide account for the FY19 Urban Area Security Initiative (UASI) Grant. (Police)

PREPARED BY: Jose Tellez

DEPARTMENT: Police

PHONE: (619) 336-4510

APPROVED BY: 

EXPLANATION:

See Staff Report.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Expenditure Account: 282-411-951-518-0000 Public Safety Equipment
Revenue Account: 282-11951-3498 - \$220,000.00. No City match required.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. City of San Diego Office of Homeland Security Grant Subaward Amendment
2. Staff Report
3. Sole Source Memo
4. Resolution

City of San Diego Office of Homeland Security

GRANT SUBAWARD AMENDMENT **DATE** _____ **GRANT NAME** _____

Federal Grant # _____ **CalOES #** _____ **Amendment #** _____

Project # _____ **DUNS#** _____ **Final Claim Due Date** _____

This amendment is between the City of San Diego Office of Homeland Security, hereafter called OHS, and the Grant Subrecipient: _____

Subrecipient (Certification and Signature of Authorized Agent)

By (Authorized Signature)	Date
Printed Name	Title
Address	
Mail Original Signed form to OHS: 9601 Ridgehaven Court, MS 1101C, San Diego, CA 92123	

For OHS use only	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above	
Signature of OHS Program Manager	Date

STAFF REPORT

Resolution:

Resolution of the City Council of the City of National City 1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220(B) regarding sole source purchasing and authorizing the Mayor to execute a City of San Diego Office of Homeland Security Grant Subaward Amendment for the purchase of a FLIR SkyWatch Tower for the Police Department; and 2) approving the establishment of appropriations and corresponding revenue budget in the amount of \$220,000 for a new total of \$230,000 to the Reimbursable Grant Citywide account for the FY19 Urban Area Security Initiative (UASI) Grant. (Police)

Explanation:

The FLIR SkyWatch™ Standalone Mobile Surveillance Tower is a towable surveillance platform purchased entirely with UASI grant funding and will serve as a regional asset for the South Bay. Two additional SkyWatch Towers are also being purchased with the grant and will be assigned to the North and East areas of San Diego County.

This rapid deployment tower comes equipped with a two person, air conditioned cab, capable of being lifted to a height of 27 feet in 90 seconds. The onboard computer and DVR system control infrared cameras that can zoom and provide 360 degree recordable surveillance coverage. The infrared cameras provide the ability to record criminal acts at night or low light environments. It should be noted, the surveillance cameras can only be used in public settings.

The SkyWatch Tower comes equipped with LED floodlights on every side that are capable of quickly illuminating the area around the tower in case of an emergency. An onboard public address (PA) system can be used to make announcements or give directions to personnel on the ground. The tower is on a trailer foundation and is deployed with the use of a vehicle equipped with a trailer hitch.

Application:

The SkyWatch Tower will be a valuable asset for the City of National City as it will enhance the safety of our residents, business owners, and visitors. The National City Police Department will deploy the SkyWatch Tower at special events such as the 4th of July celebration in Kimball Park, the Maytime Band Review, Mariachi Festival in Pepper Park, and any other scheduled events when large crowds are expected. The tower provides an elevated platform for police personnel to spot criminal acts, monitor crowd movements, and direct officers on the ground to areas of concern. The tower, with "Police" clearly visible on the exterior, will also act as a deterrent to crime even when it is not staffed. This feature will be beneficial when deploying the tower at the Plaza Bonita Mall, Walmart, or any other commercial

area in the city during the holiday shopping season when we typically experience a spike in vehicle thefts and burglaries.

Although the SkyWatch Tower serves as a deterrent tool, it will not be used during public protests as it requires officers to be assigned as a protection detail. Large pieces of equipment and/or police vehicles are not deployed during protests for this reason.

FLIR SkyWatch Tower Purchase:

As allowed by National City Municipal Code Section 2.60.220 (B) - Open market procedure—Exception to bidding requirements, the purchase of a SkyWatch Tower from FLIR, a sole source provider. Funding for this purchase is being obtained from the City of San Diego Office of Homeland Security Grant Subaward Amendment for the FY19 Urban Area Security Initiative (UASI) Grant.

The cost for the SkyWatch Tower is \$220,000.

Accordingly, staff recommends approving the establishment of appropriations and corresponding revenue budget in the amount of \$220,000 for a new total of \$230,000 to the Reimbursable Grant Citywide account for the FY19 Urban Area Security Initiative (UASI) Grant; and waiving the formal bid process pursuant to NCMC Section 2.60.220 (B) for the sole source purchase of a SkyWatch Tower for the National City Police Department.

2.60.220 - Open market procedure—Exception to bidding requirements:

In any of the following instances, the city manager or purchasing agent may dispense with the requirements of bidding when any of the following applies, provided the circumstances are completely documented:

B. The commodity, regardless of value, can be obtained from only one source. Sole source procurements may be used when there is only one source from which a particular commodity is available and there is no adequate substitute. Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet an urgent city procurement need.

(Ord. 2262 § 1 (part), 2005)



June 10, 2021

Memo

To: Sergeant Darren Pierson/National City Police Department
From: Howard Schemer/FLIR

In Re: Sky Watch Sole Source Memo

Dear Sergeant Pierson:

Please accept this letter as verification as Sole Source Original Equipment Manufacturer and seller of the SkyWatch Tower here in the U.S.A. SkyWatch is an exclusive product line manufactured by FLIR Detection, Incorporated, a division of FLIR Systems Inc.

The SkyWatch tower is a mobile, platform-based surveillance tower that elevates to over 30 feet and is deployed by the DOD, Law Enforcement Agencies, US Customs and Border Protection for applications that include: Emergency Response, Flight Line Protection, Perimeter and High Crime Surveillance, Crowd Control, Special Events (i.e., Air Shows, VIP Protection, etc.), and more.

In addition, the cameras we are offering are manufactured and produced by FLIR. All of the wiring and integration into the SkyWatch unit is proprietary and configured and designed by FLIR.

Sergeant Pierson, please also note, our distributor, ADS, Inc, will be handling this purchase for us.

In order to distinguish the SkyWatch product within the marketplace, the following distinguishable Salient Characteristics are listed below for the SkyWatch Single Person Gas Model you are considering:

FLIR SkyWatch SG: Two Person (S) cab with gas (G) generator.



Salient Characteristics

- All Steel Construction
- Unit shall have an arched ascent (**Not a Scissor Lift**) and descent mechanism with under cab safety camera to allow the cab operator to see people walking under the cab when it is deployed. Unit shall include a 7" monitor in cab for this safety camera
- Onan Gasoline Generator with 20 Gallon Fuel Tank.
- Run Time Approximately 24 Hours
- Wind Speed Resistance of up to 60 MPH
- Ground Level Entry
- Shall be equipped with Shore Power Capability (30 amps)
- Electrical Outlets inside Cab and Operational Compartment includes two GFI Outlets and One 12V Outlet
- Four Limousine Tinted Windows
- Blue Strobe Light
- Descent Alarm
- Four LED Flood Lights (One Per Each Side)
- 15 BTU Air Conditioning System
- Dual Hydraulic Pump Lifting System (**Not a Scissor Lift!**)
- Solar Battery Charging System for Generator Start.
- Command Desk
- Wind Speed Meter
- Two Swivel Chairs
- Height-Cab Deployed: 30'6"
- Approx. Gross Weight: 12,600 lbs.
- Approx. Tongue Weight: 1260 lbs.
- Deployed Outriggers: 19'
- Length: Transport: 24'7"
- Tow Ball: 2 5/16"
- Cab Weight Capacity: 1,000+ lbs.
- Height Transport Tow: 10'10"
- Width Transport: 8'2"
- Cab Width and Interior: 4'7"x6'7"
- Cab Height Interior: 6'5"



The World's **Sixth Sense**™

Company Relevant Experience

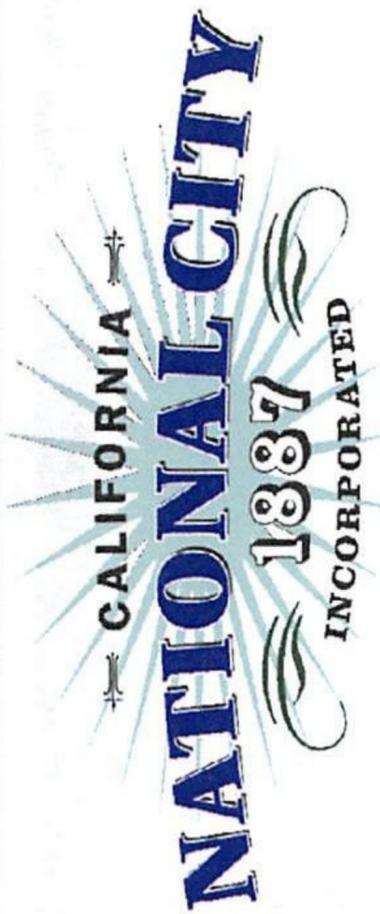
- Over 960 Units Deployed Since 2002
- Heavily Used By US Military, Law Enforcement Agencies, US Customs and Border Protection
- 25+ Year Product Development History

Please let me know if there is any additional information I can be of help with.

Kindest regards,

A handwritten signature in black ink that reads "Howard Schemer". The signature is written in a cursive style with a large initial "H".

Howard Schemer
US Domestic Sales Account Director



FLIR Skywatch Mobile Surveillance Tower

Purchased using FY 19 Urban area security initiative (UASI)
Grant Funding





Mobile Platform Based Surveillance Tower

- ❖ Regional asset for the South Bay.
- ❖ Two person, air conditioned cab, capable of rapid deployment and set up.
- ❖ Integrated onboard computer and DVR system that controls infrared cameras, which can zoom and provide 360 degree recordable surveillance coverage.
- ❖ Integrated flood lights and public address system.



Deployment Considerations

- ❖ Elevated platform provides a birds eye view for the rapid coordination of officer deployment on the ground.
- ❖ Provide enhanced public safety during special events (i.e. 4th of July, Mariachi Festival).
- ❖ Powerful crime deterrent when utilized in commercial parking lots during the busy holiday shopping season (i.e. Plaza Bonita Mall, Walmart).



Limitations

- ❖ Requires a ground level security detail making it impractical for deployment during civil unrest.
- ❖ Cannot be deployed during foul weather conditions or high wind warnings.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220(B) REGARDING SOLE SOURCE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE A CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY GRANT SUBAWARD AMENDMENT FOR THE PURCHASE OF A FLIR SKYWATCH TOWER; AND 2) APPROVING THE ESTABLISHMENT OF APPROPRIATIONS AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$220,000 FOR A NEW TOTAL OF \$230,000 TO THE REIMBURSABLE GRANT CITYWIDE ACCOUNT FOR THE FY19 URBAN AREA SECURITY INITIATIVE (UASI) GRANT

WHEREAS, the FLIR SkyWatch Standalone Mobile Surveillance Tower (“SkyWatch Tower”) is a towable surveillance platform to be purchased entirely with Urban Area Security Initiative (“UASI”) grant funding and will serve as a regional asset for the South Bay; and

WHEREAS, the National City Police Department will deploy the SkyWatch Tower at special events such as the 4th of July celebration in Kimball Park, the Maytime Band Review, Mariachi Festival in Pepper Park, and any other scheduled events when large crowds are expected to enhance the safety needs of our residents, business owners, and visitors; and

WHEREAS, Section 2.60.260(B) of the National City Municipal Code Section 2.60.220 (B) - Open market procedure—Exception to bidding requirements provides that the City Manager or purchasing agent may dispense with the requirements of bidding when any of the following applies, provided the circumstances are completely documented: the commodity, regardless of value, can be obtained from only one source; Sole source procurements may be used when there is only one source from which a particular commodity is available, and there is no adequate substitute; or Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet an urgent city procurement need; and

WHEREAS, funding for this purchase is being obtained from the City of San Diego Office of Homeland Security Grant Subaward Amendment for the Fiscal Year 2019 UASI Grant; and

WHEREAS, City staff recommends waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220 (B) for the purchase of a SkyWatch Tower for the National City Police Department and approving the establishment of appropriations and corresponding revenue budget in the amount of \$220,000 for a new total of \$230,000 to the Reimbursable Grant Citywide account for the Fiscal Year 2019 UASI Grant.

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

Section 1: Waives the formal bid process pursuant to National City Municipal Code Section 2.60.220(B) regarding sole source purchasing and authorizes the Mayor to execute a City of San Diego Office of Homeland Security Grant Subaward Amendment to purchase a FLIR SkyWatch Tower for the National City Police Department.

Resolution No. 2021 –
Page Two

Section 2: Approves the establishment of appropriations and corresponding revenue budget in the amount of \$220,000 for a new total of \$230,000 to the Reimbursable Grant Citywide account for the Fiscal Year 2019 UASI Grant.

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

PASSED and ADOPTED this 17th day of August, 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 Mayor to execute an Agreement between the City of San Diego Office of Homeland Security and the City of National City, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$18,188 from the FY20 Urban Area Security Initiative (UASI) Grant Funds for the reimbursable grant purchase of training, exercises, and conferences for the Police and Fire Department. (Fire)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

AGENDA ITEM NO. |

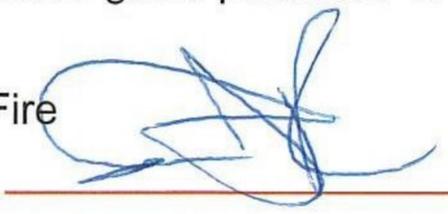
ITEM TITLE:

Resolution of the City Council of the City of National City approving the Mayor to execute an Agreement between the City of San Diego Office of Homeland Security and the City of National City, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$18,188 from the FY20 Urban Area Security Initiative (UASI) Grant Funds for the reimbursable grant purchase of training, exercises, and conferences for the Police and Fire Department. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: (619) 336-4551

APPROVED BY: 

EXPLANATION:

This Agreement documents the roles, responsibilities, and expectations at the local, state, and federal levels and ensures that the City of National City, as a participant in the program, agrees to meet state and federal requirements. The UASI grant provides funding for equipment, planning, and training needed to respond to natural or man-made disasters or terrorism incidents that may occur in the San Diego urban area. This grant program requires the City to incur expenses for training, exercises, and conferences for police and fire personnel, and then apply for reimbursement. This Agreement requires subrecipient indemnification and as such needs Council approval.

This request authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$18,188 from the FY20 Urban Area Security Initiative (UASI) Grant Funds. The appropriation will be used for Rescue Systems 1, Confined Space Rescue, CATO Conference, National Gang Conference, and National Homeland Security Conference for the Fire and Police Department.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Expenditure Account: 282-411-955-226-0000 Training - \$12,249.00, 282-412-955-226-0000 Training - \$5,939.00; Revenue Account: 282-11955-3498 - \$12,249.00 & 282-12955-3498 - \$5,939.00. No City match required.

ENVIRONMENTAL REVIEW:

No CEQA Exemption - This action is not subject to review under the California Environmental Quality Act (CEQA)

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Agreement between the City of San Diego Office of Homeland Security and the City of National City for the distribution of FY20 Urban Area Security Initiative (UASI) grant funds
2. Resolution

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE
CITY OF NATIONAL CITY
FOR THE DISTRIBUTION OF FY 2020 UASI GRANT FUNDS**

THIS AGREEMENT is made this day of _____, 20__ in the City and County of San Diego, State of California, by and between the CITY OF NATIONAL CITY (“SUBRECIPIENT”) and the CITY OF SAN DIEGO, a municipal corporation (“San Diego” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Emergency Services (“SD OES”), also referred to as the San Diego Office of Homeland Security (“SD OHS”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area (“SDUA”) was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Urban Area Working Group (“UAWG”), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the homeland security grant program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Emergency Services (“SD OES”), as the “core city” for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OES Program Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the SDUA, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (DUNS#: 072494073) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2020-0095, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 23, 2020.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Financial Management Forms Workbook (FMFW). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the SD OES Program Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Diego, including all commissions, departments including OES, agencies, and other subdivisions of San Diego; (ii) San Diego’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

(j) “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

(k) “**UASI Management Team**” shall mean The SD OES Program Manager, Program Coordinator, as well as project, grant, and administrative staff. The Program Manager appoints members to the Management Team to implement the policies of the UAWG.

(l) “**Pass-through entity**” shall mean a non-Federal entity that provides a sub award to a subrecipient to carry out part of a Federal Program.

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2020** and shall end at 11:59 p.m. San Diego time on **APRIL 30, 2023**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), Training and Exercise Participation Award Letter and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the SD OES Program Manager or designee has provided written approval for the request. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the SD OES Program Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) **Obligations.** SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) **Subawards.** SUBRECIPIENT is not an authorized pass-through entity and is not authorized to make any subawards of Grant Funds.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all contractors and other entities receiving Grant Funds from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders,

requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Diego or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 Administrative, Programmatic and Financial Management Requirements. SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
- (c) Audit Requirements:
 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 Technology Requirements.

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Contract Provisions. All contracts made by the SUBRECIPIENT using Grant Funds must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contract Under Federal Awards). 2C.F.R. § 200.326.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond Requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over the simplified acquisition threshold (2C.F.R. § 200.88) or any vehicle, aircraft or watercraft financed with Grant Funds.

(d) Non-Competitive Procurement Requirements. UASI Management Team prior approval is required for any procurement made without advertisement or a competitive process or single response to a request for proposal/bid, regardless of dollar amount, this includes sole source procurements. SUBRECIPIENT shall submit a Non-Competitive Procurement Authorization request to the UASI Management Team for approval prior to expending any grant funds. Additionally, SUBRECIPIENT shall submit a Non-Competitive Procurement Request to the UASI Management Team for CalOES approval for any non-competitive procurement over the simplified acquisition threshold (2C.F.R. § 200.88).

(e) Federal Schedules. SUBRECIPIENT shall submit a Federal Schedule Procurement Authorization request to the UASI Management Team for approval to procure using the Federal supply schedule, prior to expending any grant funds.

3.8 **Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any contractor or other entity receiving Grant Funds from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that

may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

3.17 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the UASI Management Team postmarked no later than the Reimbursement Claim Due Date identified in the Subrecipient Award Letter (Attachment A). Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team, in form and substance satisfactory to the UASI Management Team. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without

limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego's costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego Office of Emergency Services UASI Management Team:

San Diego Office of Emergency Services
9601 Ridgeway Court, MS 1101C
San Diego, CA 92123
Attn: Katherine Jackson, Program Manager
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

City of National City
343 E. 16th Street
National City, CA 91950
Attn: Walter Amedee
Facsimile No.: (619) 336-4328

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the Program Manager or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request
- Appendix D, Performance Period Extension Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the

validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) To appropriately recognize the regional collaborative nature of grant funded planning projects, all groups, individuals and jurisdictions who contributed to and/or participated in the planning process shall be properly and clearly acknowledged in the final deliverable.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Diego, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Diego, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Diego, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT, applicant for employment with SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA**. SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

CITY OF NATIONAL CITY:

By:

By:

MEGAN BEALL
INTERIM PROGRAM MANAGER
OFFICE OF EMERGENCY SERVICES

ALEJANDRA SOTELO-SOLIS
MAYOR

Federal Tax ID #: 95-6000749

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney



May 20, 2021,

Alejandra Sotelo-Solis
 Mayor
 City of National City
 1243 National City Blvd
 National City, CA 91950

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
 FY 2020 Homeland Security Grant Program
 Grant# 2020-0095 Cal OES ID# 073-66000
 Sub-recipient Performance Period: September 1, 2020 to December 31, 2022

Sub-recipient:

The San Diego Office of Homeland Security (SD OHS) has approved your FY20 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$ 18,188	
Project 011 – Goal 1: Training, Exercises and Conferences ²	\$ 3,300	December 15, 2022
Project 024 – Goal 3: Training, Exercises and Conferences ²	\$ 14,888	December 15, 2022

² Training Conduct and Participation funds are limited to approved courses (see Attachment A).

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project(s). Throughout the grant cycle, SD OHS will use performance milestones set in the HSGP application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the sub-recipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from OHS and the California Governor’s Office of Emergency Services (Cal OES). Sub-recipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Sub-recipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your UASI Program Representative no later than the time of reimbursement.

May 20, 2021
Page 2

Following acceptance of this award, you must sign and return the SD OHS Memorandum of Understanding (MOU) as well as the Cal OES standard assurances. Once your completed MOU and standard assurances are signed and received by our office, you may request reimbursement of eligible grant expenditures.

Your agency must coordinate with SD OHS to prepare and submit quarterly projections and milestone reporting via email so that SD OHS can comply with the semi-annual BSIR reporting for the duration of the grant period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OHS within 30 days upon receipt of an invoice from SD OHS.

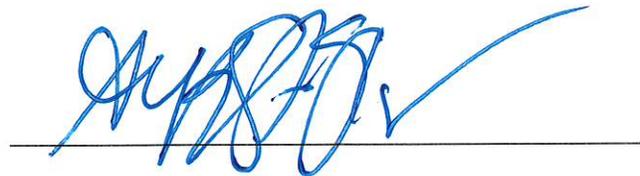
Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OHS UASI Program Representative at (619) 533-6758.

Sincerely,



Megan Beall
Interim Program Manager
City of San Diego Office of Homeland Security



Alejandra Sotelo-Solis, Mayor
City of National City

6/14/2021
Date

Participation Costs	Approved Feedback #	Approved Training		Participation Total:	Agency Total:	
NATIONAL CITY - FIRE	20-04329	Rescue Systems 1	\$ 3,641.00	\$ 5,939	National City	\$ 18,188
	20-04310	Confined Space Rescue	\$ 2,298.00			
NATIONAL CITY - POLICE	TBD	CATO Conference	\$ 2,772.00	\$ 12,249		
	TBD	National Gang Conference	\$ 6,177.00			
	TBD	National Homeland Security Conf	\$ 3,300.00			
				Conduct Total:		
				Participation Total:	\$	18,188
				Training Total:	\$	18,188



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](#), hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: City of National City

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Alejandra Sotelo-Solis

Title: Mayor Date: 8/3/2021

Address 1243 National City Boulevard, National City, CA 91950

Telephone (619) 335-4556 Email wamedee@nationalcityca.gov

REIMBURSEMENT REQUEST**City of San Diego Office of Homeland Security
FY20 Urban Area Security Initiative Grant**

Grant: FY20 UASI Grant #2020-0095
CalOES #073-66000 CFDA #97.067

Supporting Information for Cash Request

Cash Request # _____	through _____
(Performance Period Start Date)	(Performance Period End Date)
Cash Request Amount _____	DUNS # _____

Under Penalty of Perjury I certify that:

- The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Cover Sheet, to which are attached true and correct copies of all required documentation of such expenditures.
- After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Appendix A of this agreement for specific projects and programs.
- The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- No Event or Default has occurred and is continuing.
- The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Printed Name: _____ **Phone Number:** _____

Title: _____ **Email Address:** _____

Mailing Address: _____

Remittance Address: **343 E. 16th Street, National City, CA 91950**

Signature _____ **Date:** _____

Mail Reimbursement Request To:

City of San Diego Office of Homeland Security
 Grants Management Section
 9601 Ridgeway Ct, MS 1101C
 San Diego, CA 92123

REIMBURSEMENT REQUEST

Cover Sheet (Invoice)

Office of Homeland Security

FY20 Urban Area Security Initiative Grant Program

Award #2020-0095

CalOES ID #073-66000 CFDA #97.067

Reimbursement Request (Invoice)# _____

Mail Reimbursement Request To:

Date: _____

City of San Diego
 Office of Homeland Security
 Attn: Grants Management Section
 9601 Ridgehaven Ct, MS 1101C
 San Diego, CA 92123

Agency: _____

DUNS Number: _____

Expenditure Period: _____

Type of Expenditure	Project #	Reimbursement Requested
Equipment		
Training		
Planning		
Organization		
Exercise		
Total		\$ -

For questions regarding this reimbursement request contact

Name _____

Phone _____

Email _____

343 E. 16th Street, National City, CA 91950

Remittance Address (Address check will be mailed to)

REIMBURSEMENT REQUEST

Office of Homeland Security
 FY20 Urban Area Security Initiative Grant Program
 PERSONNEL

Grant: FY20 UASI Grant #2020-0095
 CalOES #073-66000 CFDA #97.067

Cash Request #

through
 Claim Period of Expenditure Start Date (Claim Period of Expenditure End Date)

Project Number	Employee Name	Backfilling For	Project/Deliverable	Discipline	Solution Area	Period of Expenditure	Billable Hour Breakdown				Total Charged to Grant
							Total Salary & Benefits Charged for this Reporting	Hourly Rate	Overtime Rate	Total Project Hours	
							\$ -				\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

REIMBURSEMENT REQUEST

Per Diem Expenses for (Employee Name) (Name of Event)

Date															Total	
Breakfast															-	
Lunch															-	
Dinner															-	
Snack															-	
Tips															-	
Total Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
GSA Per Diem Meals & Inc Exp. Max															-	
Reimbursable Meal Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Lodging Paid including taxes and fees															-	
GSA Per Diem Lodging (excluding taxes & fee)															-	
Reimbursable Lodging w taxes and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mileage															-	
Airfare															-	
Registration															-	
Parking															-	
Taxi															-	
Total Reimbursable for	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
														Total Reimbursable for	-	
															Total Reimbursable for Claim	-

UASI FY20 PERFORMANCE PERIOD EXTENSION REQUEST**City of San Diego Office of Homeland Security****PERFORMANCE PERIOD EXTENSION REQUEST**

Subrecipient Name: _____

UASI FY: _____

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

Requested New Performance Period Deadline (final reimbursement claim due on this date):

1. Describe the details of the project:
2. What is the current status of the project?
3. Please provide a timeline as to how you will meet the new requested date:
4. How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?
5. How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?
6. List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number
PROJECT #--:		
TOTAL		
PROJECT #--:		
TOTAL		

UASI FY20 PERFORMANCE PERIOD EXTENSION REQUEST

PROJECT #--:		
TOTAL		
PROJECT #--:		
TOTAL		
PROJECT #--:		
TOTAL		
PROJECT #--:		
TOTAL		
All Investments TOTAL		

RESOLUTION NO. 2021 -**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE CITY OF NATIONAL CITY AND (2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$18,188 FROM THE FISCAL YEAR 2020 URBAN AREA SECURITY INITIATIVE (“UASI”) GRANT FUNDS FOR THE REIMBURSABLE GRANT PURCHASE OF TRAINING, EXERCISES AND CONFERENCES FOR THE NATIONAL CITY POLICE AND FIRE DEPARTMENTS**

WHEREAS, the United States Department of Homeland Security (“DHS”) designated the City of San Diego as an eligible high-risk urban area through an analysis of the relative risk of terrorism; and

WHEREAS, the San Diego Urban Area (“SDUA”) was established for the purpose of the application for and allocation and distribution of Federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, the San Diego County Unified Disaster Council established a collaborative subcommittee called the Urban Area Working Group (“UAWG”); and

WHEREAS, the UAWG was established as the “Approval Authority” for the SDUA and was also established to (1) provide overall governance of the Homeland Security grant program across the SDUA; (2) coordinate development and implementation of all UASI program initiatives; and (3) to ensure compliance with all UASI program requirements; and

WHEREAS, the Distribution of Fiscal Year 2020 UASI Grant Funds Agreement ensures the roles, responsibilities, and expectations at the local, state, and federal levels and confirms that the City of National City, as a grant program participant, agrees to meet state and federal requirements; and

WHEREAS, pursuant to grant allocation decisions by the UAWG, the UASI Management Team asked the City of San Diego to distribute a portion of the regional UASI grant funds to sub-recipients, such as the City of National City; and

WHEREAS, the National City Fire and Police Department will receive a total appropriation and corresponding revenue budget in the amount of \$18,188 from the Fiscal Year 2020 UASI grant fund; and

WHEREAS, the City of National City Fire and Police Department will use the appropriation for the following: Rescue Systems 1, Confined Space Rescue, CATO Conferences, National Gang Conferences, and National Homeland Security Conferences; and

Resolution No. 2021 –
Page Two

WHEREAS, the City of National City Fire and Police Department requests City Council (1) Authorizes the Mayor to execute an Agreement with the City of San Diego Office of Homeland Security for the Distribution of Fiscal Year 2020 UASI Grant Funds and (2) Authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$18,188 from the Fiscal Year 2020 Urban Area Security Initiative (“UASI”) grant funds for the reimbursable grant purchase of training, exercises, and conferences for the National City Police and Fire Departments.

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

Section 1: Authorizes the Mayor to execute an Agreement with the City of San Diego Office of Homeland Security to distribute the Fiscal Year 2020 UASI Grant Funds.

Section 2: Authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$18,188 from the Fiscal Year 2020 Urban Area Security Initiative (“UASI”) grant funds for the reimbursable grant purchase of training, exercises, and conferences for the National City Police and Fire Departments.

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

PASSED and ADOPTED this 17th day of August, 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) ratifying acceptance of funds in the total amount of \$15,539 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (CalRecycle) for FY21 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \$15,539 and the establishment of the Trash Rate Stabilization Fund appropriation of \$15,539 and corresponding revenue budget for the implementation of recycling projects and programs. (Engineering/Public Works)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

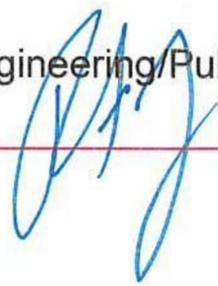
AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) ratifying acceptance of funds in the total amount of \$15,539 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (CalRecycle) for FY21 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \$15,539 and the establishment of the Trash Rate Stabilization Fund appropriation of \$15,539 and corresponding revenue budget for the implementation of recycling projects and programs.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  **Finance**
APPROVED: _____ **MIS**

ACCOUNT NO.

Expenditure Account No. 172-416-225-399-9077 - \$15,539 (FY21 Beverage Container Recycling Program)

Corresponding revenues have been received and were deposited in account #172-00000-3463.

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt the Resolution authorizing fund appropriations for the Beverage Container Recycling City/County Payment Program from CalRecycle for FY21.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Explanation
- 2. Resolution

Explanation

The Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery (CalRecycle) awards funds to eligible California cities and counties specifically for beverage container recycling and litter cleanup activities. The goal of the program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic, and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

The City of National City has received funds from this program since FY 2005-06. For the period of FY21, the City of National City was awarded a total of \$15,539 in funds to implement recycling projects and programs. Staff typically uses these funds to purchase beverage recycling containers for our local community parks, purchase reusable tote bags specifically designed to educate and promote beverage container recycling, and develop public educational flyers and brochures promoting beverage container recycling.

Starting with the FY15 funding cycle, jurisdictions have a 24 month term to expend funds. Reporting will require submitting back-up documentation, including proof of purchases, for all expenditures. Failure to meet this reporting due date may result in the denial of funding and collection of unspent/unreported funds. As a result, staff was required to spend the funds allocated for FY21 on the program listed above, and is seeking City Council ratification of those expenditures. Staff is also seeking City Council approval to establish Trash Rate Stabilization Fund appropriations for FY21 to allow for future expenditures, and ratification of the establishment of corresponding revenue budgets for FY21 in the total amount of \$15,539.

RESOLUTION NO. 2021 -**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) RATIFYING AND AUTHORIZING ACCEPTANCE OF FUNDS IN THE TOTAL AMOUNT OF \$15,539 FROM THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM AND (2) AUTHORIZING THE ESTABLISHMENT OF THE TRASH RATE STABILIZATION FUND APPROPRIATION OF \$15,539 AND CORRESPONDING REVENUE BUDGET FOR THE IMPLEMENTATION OF RECYCLING PROJECTS AND PROGRAMS**

WHEREAS, the Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery (CalRecycle) awards funds to eligible California cities and counties specifically for beverage container recycling and litter cleanup activities; and

WHEREAS, the goal of the program is to reach and maintain an eighty (80) percent recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic, and bi-metal; and

WHEREAS, the City of National City has received funds from this program since the Fiscal Year 2005-2006; and

WHEREAS, for the period of Fiscal Year 2021, the City of National City was awarded a total of \$15,539 in funds to implement recycling projects and programs; and

WHEREAS, City staff uses these funds to purchase beverage recycling containers for our local community parks, purchase reusable tote bags specifically designed to educate and promote beverage container recycling, and develop public educational flyers and brochures promoting beverage container recycling; and

WHEREAS, City staff requests City Council ratify and authorize acceptance of funds in the total amount of \$15,539 from the Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery (CalRecycle) and authorize the establishment of a Trash Rate Stabilization Fund appropriations for the Fiscal Year 2021 and corresponding revenue budgets for the 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: Ratify and authorize the acceptance of funds for the total amount of \$15,539 from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery ("CalRecycle") for the Fiscal Year 2021 to implement recycling projects and programs such as beverage recycling containers in City parks, cleanup activities, and educational materials.

Section 2: Authorize the establishment of the Trash Rate Stabilization Fund appropriation of \$15,539 and corresponding revenue budget for implementing recycling projects and programs.

Resolution No. 2021 –
Page Two

PASSED and ADOPTED this 17th day of August, 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 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell (formerly “National Joint Powers Alliance”) Contract #122017-FSC with Haaker Equipment Company for the purchase and build-out of one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck in an amount not-to-exceed \$450,219.56. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

AGENDA ITEM NO.:

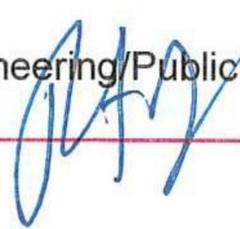
ITEM TITLE:

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 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell (formerly "National Joint Powers Alliance") Contract #122017-FSC with Haaker Equipment Company for the purchase and build-out of one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck in an amount not-to-exceed \$450,219.56.

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

644-416-222-511-0000 (Automotive Equipment) \$450,219.56.

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 build-out of one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck for the Public Works Streets and Wastewater Division.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Quote
3. Sourcewell Contract Number 122017-FSC.
4. Resolution

Explanation:

Based on the need for of the Public Works Streets and Wastewater Division to continue to provide the highest level of services required in order to clean out, avoid spillage, and perform preventative maintenance in the City's sewer infrastructure, and as part of the City Council approved FY21 annual budget, staff requests approval for the purchase of a Sewer Vactor Truck. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract #122017-FSC with Sourcewell to allow for the purchase of one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck.

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

National City's Purchasing staff has confirmed that the Sourcewell Contract #122017-FSC with Haaker Equipment Company was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the purchase of one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck to Haaker Equipment Company in an amount not to exceed \$450,219.56, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, by piggybacking onto the Sourcewell Contract #122017-FSC.

The funding to purchase this vehicle was approved by City Council through adoption of the FY21 annual budget, but due to issues and delays caused by the COVID-19 Pandemic, the purchase of the Sewer Cleaner Vactor Truck will be purchased in FY22 with appropriations carried over from FY21.

EXHIBIT A

HAAKER**EQUIPMENT COMPANY**

2070 North White Avenue, La Verne, California
 91750 (909) 598-2706 ~ FAX (909) 598-1427 ~
 haaker.com



June 21, 2021

TO: CITY OF NATIONAL CITY
 172 Wilson Avenue
 National City CA 91950

ATTN: Mr. Ruben Huerta
 619-336-4586
 Email: rhuerta@nationalcityca.gov

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the Sourcewell Cooperative Purchasing Agreement – Contract #122017-FSC.

One (1) NEW VACTOR 2110 PLUS SEWER CLEANER

10-Cubic Yard Capacity with 16" Positive Displacement Blower, 1000 Gallons of Water, Mounted on a 2022 Kenworth 4x2 Paccar PX 9 370 HP Chassis with Allison 3000RDS Automatic Transmission. Equipped with all Standard and Optional Equipment listed:

Standard Equipment:

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Water Sight Gauge PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter

- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator

- Front Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge

Optional Equipment:

- Stainless Steel Cage for Float Shut Off System
- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Butterfly Valve, Rear Door, 3:00 Position
- 6" Butterfly Valve, Rear Door, 6:00 Position
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 8" Pipe
- Folding Pipe Rack, Street side, 8" Pipe
- Fixed Rear Door Pipe Rack, 8" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Hot Shift Blower Drive
- Wireless Controls, including hose reel controls
- Handgun Couplers, Front and Rear

- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Automatic Hose Level Wind Guide, Indexing
- High Pressured Hose Reel
- Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI
- Rodder Pump Drain Valves
- LED Mid-Ship Turn Signals
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- (4) Long Handle Tool Storage Locations Behind Cab
- Safety Cone Storage Rack - Post Style
- Additional Safety Cone Storage Rack - Post Style
- Door Stripe Material, Reflective Tape
- Vactor Standard Manual and USB Version
- Whelen Light Package with Light Bar, LED Traffic Advisor, Strobes

Unit Price:	\$ 423,166.00
Sourcwell Discount:	(\$ 9,171.00)
Subtotal:	\$ 413,995.00
Sales Tax (8.75%)	\$ 36,224.56

TOTAL PRICE F.O.B. NATIONAL CITY, CA.: \$ 450,219.56

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 180-240 Days

TERMS: Net 30

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: Chuy Vallejo
CHUY VALLEJO
Sales Representative

DATE: _____

EXHIBIT B

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager

David Panizzi
VENDOR AUTHORIZED SIGNATURE

David Panizzi
(NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC

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 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL (FORMERLY “NATIONAL JOINT POWERS ALLIANCE”) CONTRACT #122017-FSC WITH HAAKER EQUIPMENT COMPANY FOR THE PURCHASE AND BUILD-OUT OF ONE (1) VACTOR 2110 PLUS SEWER CLEANER VACTOR TRUCK IN AN AMOUNT NOT-TO-EXCEED \$450,219.56

WHEREAS, the City of National City’s (“City”) Engineering and Public Works Department desires to purchase one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck to continue providing the highest level of services required to clean out, avoid spillage, and perform preventative maintenance in the City’s sewer infrastructure; 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, Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract #122017-FSC with Sourcewell to allow for the purchase of one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck; and

WHEREAS, the City’s Finance Department staff has confirmed that the Sourcewell Contract #122017-FSC with Haaker Equipment Company was competitively bid through a Request for Proposals (RFP) process and that the State of California Department of General Services procurement procedures are in substantial compliance with those of the City; and

WHEREAS, City staff recommends adopting a resolution waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260, regarding cooperative purchasing and authorizes the purchasing of one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck to Haaker Equipment Company in an amount not to exceed \$450,219.56 by utilizing a “Piggyback Contract” onto the Sourcewell Contract #122017-FSC.

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

Section 1: Affirm the City’s Finance Department’s determination that the Sourcewell Contract #122017-FSC with Haaker Equipment Company was competitively bid through a Request for Proposals (RFP) process and that the State of California Department of General Services procurement procedures is in substantial compliance with those of the City.

Resolution No. 2021 –
Page Two

Section 2: Waive the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize purchasing one (1) Vactor 2110 Plus Sewer Cleaner Vactor Truck to Haaker Equipment Company in an amount not to exceed \$450,219.56.

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

PASSED and ADOPTED this 17th day of August, 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 bid process pursuant to section 2.60.260 of the National City Municipal Code and authorizing the Mayor to execute a three year agreement with eSCRIBE Software Ltd. in the total not-to-exceed amount of \$96,045 to procure and support eSCRIBE Agenda Management Software.(IT)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

AGENDA ITEM NO. _____

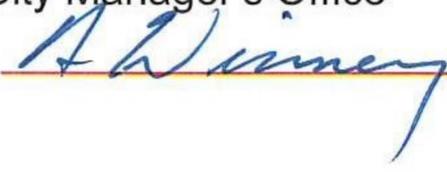
ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.260 of the National City Municipal Code and authorizing the Mayor to execute a three year agreement with eSCRIBE Software Ltd. in the total not-to-exceed amount of \$96,045 to procure and support eSCRIBE Agenda Management Software.

PREPARED BY: Ron Williams

DEPARTMENT: City Manager's Office

PHONE: 619-336-4373

APPROVED BY: 

EXPLANATION:

See Attached

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 629-403-082-299-0000

APPROVED:  IT

ENVIRONMENTAL REVIEW:

This project is not subject to environmental review.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends Council waive the formal bidding requirements as allowed in section 2.60.220 of the Municipal Code, and award the contract to eSCRIBE Software Ltd.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Attachment 1: Background
- Attachment 2: Contract

eSCRIBE Agenda Management Software Platform

Background

In April 25, 2000, the City of National City purchased the Questys records management system (RMS) to digitally manage and store City records. Through subsequent software upgrades, the Legistream agenda management module was added to the Questys RMS to facilitate the creation and management of meeting agendas.

Prior to 2014, the City utilized Legistream primarily to store meeting agendas before adding agenda creation to the process. The agenda creation process is comprised of semi-automated (agenda packet creation) and manual tasks (item approval routing) performed by designated staff. To improve the agenda creation process, staff developed new requirements and process workflows to achieve a more efficient and fully automated process.

The new requirements consisted of simplification of the agenda template and workflow creation and modification processes on a web-based platform. The current system is not web-based and requires vendor intervention to modify or create agenda templates and workflows. The costs to create or modify templates are \$787 and \$500 per instance, respectively. These additional costs are not included in the \$20,453 paid for Questys RMS annual support.

Staff worked diligently with the vendor to configure the current system to meet the new requirements. Unfortunately Legistream was unable to satisfactorily meet the requirements. Staff explored additional agenda management solutions to replace Legistream. eSCRIBE agenda management software platform offered the best solution to meet staff's requirements.

eSCRIBE successfully demonstrated the software platform's ability to automate routing and approval of agenda items, create and modify agendas and agenda templates, manage board and commission memberships, manage public requests to speak, and manage meeting minutes. These are integral steps in the City of National City's advancement towards implementing more "paperless" processes in the organization. Following the replacement of Legistream, staff will research replacements for the Questys records management system in the near future.

The City of Chula Vista purchased the eSCRIBE agenda management software platform through a request for proposal process (RFP). The contract included a public agency participation ("piggybacking") clause. The City of National City's Municipal Code Section 2.60.260 authorizes the City to take advantage of cooperative purchasing opportunities.

Costs

The software costs are as follows:

Year 1: \$38,420 (Implementation (\$10,860) + Licensing and Support (\$27,560))

Year 2: \$28,387 (Licensing and Support)

Year 3: \$29,238 (Licensing and Support)

Total: \$96,045

Staff Recommendation

Staff recommends City Council waive the formal bidding requirements as allowed in Section 2.60.260 of the City of National City Municipal Code, and award the contract to eSCRIBE Software Ltd. for the following reasons:

- 1. Piggyback City of Chula Vista contract no. 2020-115
- 2. The price has been determined to be competitive within the industry.
- 3. No further purpose would be served by issuing a formal bid at this point in the process.



This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the 17th day of August, 2021;

BETWEEN:

eSCRIBE Software Ltd. ("eSCRIBE")

- and -

City of National City ("Customer")

WHEREAS, eSCRIBE (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

WHEREAS, In order to procure these services, Customer shall "piggyback" the contract between eSCRIBE and City of Chula Vista (Exhibit "A") to take advantage of cooperative purchasing in accordance with National City Municipal Code Section 2.60.260.

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage: refers to the online electronic secure storage of Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eSCRIBE for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable State or Federal privacy legislation.

"Location" refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eSCRIBE's Support Services set out in Appendix B.



“**Taxes**” refers to all present or future sales tax, consumption tax and similar taxes.

“**Use**” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. Services

- a. eSCRIBE shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eSCRIBE shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eSCRIBE shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.
- c. eSCRIBE shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eSCRIBE for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eSCRIBE becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eSCRIBE becomes aware that the Services are unavailable for Use, eSCRIBE shall notify the Customer immediately.



- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eSCRIBE shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eSCRIBE's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eSCRIBE represents and warrants to and in favor of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eSCRIBE has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eSCRIBE hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eSCRIBE to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eSCRIBE's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eSCRIBE has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights



granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eSCRIBE in respect of the Services, the Documentation or the Implementation Services, or eSCRIBE's right to grant others the right to access and use the Services or the Documentation. Should eSCRIBE become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eSCRIBE will notify the Customer immediately;
 - v. eSCRIBE's proprietary software applications and platforms are free of spyware and malware of any kind;
 - vi. The Services and the Implementation Services provided by eSCRIBE hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eSCRIBE will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. eSCRIBE shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. Support Services

- a. During the Term of this Agreement, eSCRIBE will provide the Customer the Support Services as described in Appendix B.

3. Fees

- a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement.



- The Subscription Fees are due annually thereafter, and will increase from the previous year's Subscription Fees by three percent (3%).
- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eSCRIBE provide onsite training, additional travel and living expenses would apply.
 - c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eSCRIBE from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eSCRIBE has received an amount equal to the payment otherwise required after such withholding or deduction.
 - d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
 - e. All payments are due thirty (30) days from the date of invoice.
 - f. All references to currency are in US Dollars.

4. Term

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term"), and at the request of the City Manager, can be renewed for up to two (2) additional one (1) years terms.

5. Termination

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.
- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eSCRIBE, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining



Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.

- c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eSCRIBE shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eSCRIBE will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

6. Limitation of Liability

- a. Liability of eSCRIBE under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A or the value of insurance listed in section 10, whichever is greater. eSCRIBE will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. Indemnity

- a. eSCRIBE shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses



(including reasonable lawyer's fees) arising out of any suit, claim or action relating to eSCRIBE's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eSCRIBE's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.

- b. eSCRIBE shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eSCRIBE if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eSCRIBE, to infringe or potentially infringe a third party's rights, eSCRIBE shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eSCRIBE determines that neither of the foregoing options are reasonably available, eSCRIBE may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. Confidentiality

- a. "**Confidential Information**" means all information disclosed by one party (**the "Disclosing Party"**) to the other party (**the "Receiving Party"**), whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eSCRIBE's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee



information and records, as they may be disclosed by either party during the Term of this Agreement.

- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eSCRIBE agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eSCRIBE acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eSCRIBE agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eSCRIBE will not, other than as required to provide the Software Services,



disclose, transfer, sell, assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eSCRIBE will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. Non-Solicitation

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eSCRIBE of any employee or person retained or engaged by eSCRIBE in any capacity whatsoever.

10. Insurance

- a. eSCRIBE shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):
- i. General liability insurance insuring eSCRIBE's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;
 - ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
 - iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and



- iv. Errors and omissions liability insurance insuring eSCRIBE to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
- A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;
 - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eSCRIBE's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
 - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
 - D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eSCRIBE;
 - E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
 - F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eSCRIBE.



If coverage is to be cancelled or non-renewed for any reason, eSCRIBE shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eSCRIBE at eSCRIBE's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eSCRIBE.

- b. eSCRIBE shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eSCRIBE.
- d. eSCRIBE shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eSCRIBE fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eSCRIBE.
- f. eSCRIBE and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eSCRIBE may sustain incidental to or in any way related to eSCRIBE's obligations under this Agreement.

11. Advertising

- a. Customer agrees that eSCRIBE may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. Trademarks

- a. Any trademarks and service marks ("Trademarks") adopted by eSCRIBE to identify the Services, Documentation and other products



and services, belong to eSCRIBE. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. Development Input

- a. Customer shall be entitled to provide eSCRIBE with information and feedback concerning the Service's functional requirements and product definition which eSCRIBE shall consider when formulating the product development roadmap and plans. This co-operative process between eSCRIBE and the Customer does not create any obligation upon eSCRIBE to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eSCRIBE incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eSCRIBE are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this



Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California, and the federal laws of The United States applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.



- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eSCRIBE Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

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

Attention: Office of the City Clerk



The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

City of National City

Signature

Signature

Robert Treumann, CEO
Authorizing Officer, Title
I have the authority to bind the organization

Authorizing Officer, Brad Raulston, City Manager

APPROVED AS TO FORM:

BY: _____

Gabriela M. Torres
Deputy City Attorney

Subscription Agreement



Appendix A – Annual Subscription Fees

eSCRIBE Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eSCRIBE Accessibility Bundle	Annual	\$ 13,410	1	\$ 13,410
eSCRIBE Meeting Manager		INCL		
eSCRIBE Participant Access		INCL		
eSCRIBE Internet Publishing		INCL		
eSCRIBE Report Manager		INCL		
eSCRIBE V ote Manager	Annual	\$ 3,650	1	\$ 3,650
eSCRIBE Public Comments	Annual	\$ 2,420	1	\$ 2,420
eSCRIBE Public Speaker/Delegation Request	Annual	\$ 2,420	1	\$ 2,420
eSCRIBE Board Manager Plus	Annual	\$ 2,830	1	\$ 2,830
ADFS Authentication	Annual	\$ 2,830	1	\$ 2,830
Total - Annual Software and Support Fees				\$ 27,560

Subscription Agreement



Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eSCRIBE's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eSCRIBE's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eSCRIBE who will serve as technical liaison between eSCRIBE and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eSCRIBE will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eSCRIBE's support desk.
- c. Direct access for Customer Support Contacts to eSCRIBE's team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Subscription Agreement



Exclusions:

- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eSCRIBE using one of the following methods:

Toll free number 1-855-299-0023

Email: support@escribemeetings.com

Portal: <https://customerportal.escribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eSCRIBE assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eSCRIBE shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eSCRIBE to diagnose the problem and develop a possible solution.

Subscription Agreement



Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eSCRIBE is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and resolutions pertaining to third party software, hardware, networks or facilities, eSCRIBE shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eSCRIBE until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eSCRIBE in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eSCRIBE's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eSCRIBE warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Subscription Agreement



Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Implementation Services as listed below.

Implementation Fees		Service Fee	Quantity	Cost
eSCRIBE Accessibility Setup/Training	One time	\$ 4,020	1	\$ 4,020
2 Meeting Types, 1 Report Template, 5 Workflows		INCL		
ADFS Setup	One time	\$ 2,210	1	\$ 2,210
Vote Manager Setup	One time	\$ 1,110	1	\$ 1,110
Public Comments Setup	One time	\$ 1,000	1	\$ 1,000
Public Speaker/Delegation Request Setup	One time	\$ 1,000	1	\$ 1,000
Board Manager Plus Setup (1 Board Template, 1 Application Template)	One time	\$ 1,520	1	\$ 1,520
Total - One-time Implementation Fees				\$ 10,860

Subscription Agreement



Appendix D – Authorized Customer Locations

Authorized Meeting Types

Meeting	Name
Main Meeting Body (Council/Board of Trustees)	City Council
Standing Committees (Standing Committees as established by the Main Meeting Body, and that report directly to Council the Main Meeting Body)	Planning Commission, Community and Police Relations Commission (CPRC), Housing Advisory Committee, Public Safety Committee, Public Art Committee, Park, Recreation and Senior Citizens Advisory Committee, Veterans and Military Families Advisory Committee, Civil Service Commission, Board of Library Trustees, Port Commission, Sweetwater Authority, Traffic Safety Committee
Reporting Subcommittees (Sub-Committees as established by the Main Meeting Body or Standing Committee, and that report directly to an established Standing Committee)	

Subscription Agreement



Appendix E – Legacy Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third Party Data Migration, (Appendix F) eSCRIBE will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50

Subscription Agreement



Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Third Party Data Migration Services listed below.

In Scope

N/A

Out of Scope

N/A

Assumptions

N/A

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eSCRIBE's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eSCRIBE for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.

Subscription Agreement



Modification to Services

The Customer wishes to modify the Services as defined below, effective the ____ day of _____, 2021, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

Client

Signature

Signature

Robert Treumann, CEO
Authorizing Officer, Title
I have the authority to bind the organization

Authorizing Officer, Title

Subscription Agreement

EXHIBIT A



This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the 18th day of September, 2020

BETWEEN:

eSCRIBE Software Ltd. ("eSCRIBE")

- and -

The City of Chula Vista ("Customer")

WHEREAS, eSCRIBE (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting, board and agenda automation which it makes available as services via the internet (the "Services"); and

WHEREAS, In order to procure these services Customer solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.080 for contracts exceeding \$100,000, received 7 proposals, and selected eSCRIBE as the most qualified amongst those submitting; and

WHEREAS, eSCRIBE warrants and represents that it is experienced and staffed in a manner such that can deliver the services required of eSCRIBE to Customer in accordance with the time frames and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage: refers to the online electronic secure storage of Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eSCRIBE for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.



“**Location**” refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

“**Personal Information**” means information which relates to an identified or identifiable individual, and includes any information defined from time to time as “personal information” under applicable State or Federal privacy legislation.

“**Support Services**” shall mean the technical support and product updates for the Services as made available under eSCRIBE's Support Services set out in Appendix B.

“**Taxes**” refers to all present or future sales tax, consumption tax and similar taxes.

“**Use**” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. Services

- a. **Required Services.** eSCRIBE agrees to perform the services as described in Appendix A, and implement for the Customer the implementation services as described in Appendix C, incorporated into the Agreement by this reference, with timely delivery being of the essence for this Agreement. The services, Documentation, and/or Deliverables described in Appendix A and Appendix C shall be referred to herein as the “Required Services.”
- b. **Reductions in Services.** Customer may independently, or upon request from eSCRIBE, from time to time, reduce the Services to be provided by eSCRIBE under this Agreement. Upon doing so, Customer and eSCRIBE agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.
- c. **Additional Services.** Subject to compliance with the City's Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, Customer may request eSCRIBE provide additional services related to the Required Services (“Additional Services”). If so, Customer and eSCRIBE agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once



added to Exhibit A, "Additional Services" shall also become "Required Services" for purposes of this Agreement.

- d. **Standard of Care.** eSCRIBE expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.
- e. **No Waiver of Standard of Care.** Where approval by Customer is required, it is understood to be conceptual approval only and does not relieve eSCRIBE of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of eSCRIBE or its subcontractors.
- f. eSCRIBE shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eSCRIBE shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.
- g. eSCRIBE shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eSCRIBE for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eSCRIBE becomes aware

Subscription Agreement

EXHIBIT A



that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eSCRIBE becomes aware that the Services are unavailable for Use, eSCRIBE shall notify the Customer immediately.

- h. The Customer may not make available the Service for Use by any third parties.
- i. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- j. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eSCRIBE shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eSCRIBE's obligations pursuant to this Agreement.
- k. At the execution of this Agreement and during the Term, eSCRIBE represents and warrants to and in favor of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eSCRIBE has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eSCRIBE hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eSCRIBE to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eSCRIBE's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eSCRIBE has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including



upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Required Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eSCRIBE in respect of the Services, the Documentation or the Implementation Services, or eSCRIBE's right to grant others the right to access and use the Services or the Documentation. Should eSCRIBE become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eSCRIBE will notify the Customer immediately;
 - v. eSCRIBE's proprietary software applications and platforms are free of spyware and malware of any kind;
 - vi. The Required Services and the Implementation Services provided by eSCRIBE hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eSCRIBE will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Required Services.
- I. eSCRIBE shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. Support Services

- a. During the Term of this Agreement, eSCRIBE will provide the Customer the Support Services as described in Appendix B.



3. Fees

- a. The first year's Subscription Fees as described in Appendix A and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement. The Subscription Fees are due annually thereafter, and will increase from the previous year's Subscription Fees by two percent (2%).
- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eSCRIBE provide onsite training, additional travel and living expenses would apply.
- c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eSCRIBE from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eSCRIBE has received an amount equal to the payment otherwise required after such withholding or deduction.
- d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
- e. All payments are due net fifteen (15) days from the date of invoice, a 2% discount will be provided by eSCRIBE for those terms
- f. All references to currency are in US Dollars.

4. Term

- a. The term of this Agreement commences on the date of this Agreement for a period of five (5) years (the "Term"), and, at the request of the Customer, can be renewed for up to five (5) additional one (1) years Terms.

5. Termination

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give



notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.

- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eSCRIBE, the Customer will be liable for a termination penalty amounting to 25% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 20% of the remaining Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.
- c. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party in the event that one party breaches any term, condition, violate any other covenants, agreements, or conditions of this Agreement (each a "default"), provided that the non-breaching party gives the other party notice of the default. and such default is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eSCRIBE shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eSCRIBE has the right to destroy all copies of Customer Data in its possession or control, after sixty (60) days, or whenever transfer of Customer Data is completed and provide the Customer with a certificate of destruction.

6. Remedies

- a. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.
- b. Service of Process. eSCRIBE agrees that it is subject to personal jurisdiction in California. ESCRIBE is a foreign corporation, formed in 2006 in Ontario Canada, and not registered with the California Secretary of State. ESCRIBE agrees to register with the California



Secretary of State and irrevocably consents to service of process on eSCRIBE by first class mail directed to the individual and addressed listed under "For Legal Notice" in section 15(n) of this Agreement, and that such service shall be effective ten days after mailing.

7. **Limitation of Liability**

- a. Liability of eSCRIBE under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A or the value of insurance listed in section 10, whichever is greater. eSCRIBE will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

8. **Indemnity**

- a. eSCRIBE shall protect, defend, indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates), from and against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses (including reasonable lawyer's fees and court costs) arising out of any suit, claim or action relating to eSCRIBE's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eSCRIBE's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.
- b. eSCRIBE shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eSCRIBE if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eSCRIBE, to infringe or



potentially infringe a third party's rights, eSCRIBE shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eSCRIBE determines that neither of the foregoing options are reasonably available, eSCRIBE may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

9. Confidentiality

- a. **"Confidential Information"** means all information disclosed by one party (**the "Disclosing Party"**) to the other party (**the "Receiving Party"**), whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eSCRIBE's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee information and records, as they may be disclosed by either party during the Term of this Agreement.
- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the



confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information. Notwithstanding the foregoing, eSCRIBE acknowledges that Customer is a California chartered corporation, subject to certain public disclosure laws, including and not limited to, the California Public Records Act. As a result, if Customer determines, in its sole discretion, that it is legally required to disclose Confidential Information, eSCRIBE agrees that doing so will not constitute a breach of this Agreement.

- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eSCRIBE agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eSCRIBE acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eSCRIBE agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eSCRIBE will not, other than as required to provide the Software Services, disclose, transfer, sell, assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eSCRIBE will notify the Customer immediately of any breach of this section 8(f).
- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.



10. Non-Solicitation

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eSCRIBE of any employee or person retained or engaged by eSCRIBE in any capacity whatsoever.

11. Insurance

a. eSCRIBE shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):

- i. General liability insurance insuring eSCRIBE's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;
- ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
- iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and
- iv. Errors and omissions liability insurance including Cyber coverage insuring eSCRIBE to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
 - A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly



handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;

- B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eSCRIBE's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
- C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
- D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eSCRIBE;
- E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
- F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eSCRIBE.

If coverage is to be cancelled or non-renewed for any reason, eSCRIBE shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eSCRIBE at eSCRIBE's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eSCRIBE.

- b. eSCRIBE shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and



- iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eSCRIBE.
- d. eSCRIBE shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eSCRIBE fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eSCRIBE.
- f. eSCRIBE and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eSCRIBE may sustain incidental to or in any way related to eSCRIBE's obligations under this Agreement.

12. Advertising

- a. Customer agrees that eSCRIBE may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

13. Trademarks

- a. Any trademarks and service marks ("Trademarks") adopted by eSCRIBE to identify the Services, Documentation and other products and services, belong to eSCRIBE. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

14. Development Input

- a. Customer shall be entitled to provide eSCRIBE with information and feedback concerning the Service's functional requirements and product definition which eSCRIBE shall consider when formulating the product development roadmap and plans. This co-operative process between eSCRIBE and the Customer does not create any obligation upon eSCRIBE to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should



eSCRIBE incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

15. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eSCRIBE are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.
- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance



exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.

- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California, and the federal laws of The United States applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.
- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice



versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

Contact People for Contract Administration and Legal Notice, eSCRIBE
Contract Administration:

eSCRIBE Software Ltd.
Robert Treumann
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Contact People for Contract Administration and Legal Notice, City
Contract Administration:

City of Chula Vista, City Clerk
Cristina Hernandez
276 Fourth Avenue, Chula Vista, CA 91910
619-409-5869
chernandez@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

Subscription Agreement

EXHIBIT A



The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

The City of Chula Vista

DocuSigned by:
Robert Treumann
0EB5A9555C5843B...
Signature

DocuSigned by:
Maria V. Kachadoorian
F4BB5CABC5014C0...
Signature

Robert Treumann, CEO
Authorizing Officer, Title

Maria V. Kachadoorian, City Manager
Authorizing Officer, Title

APPROVED AS TO FORM

DocuSigned by:
Jill DS Maland For
BY: DB0103527E0146A...

Glen R. Googins
City Attorney

Subscription Agreement



Appendix A – Annual Subscription Fees

eSCRIBE Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eSCRIBE Transparency Bundle	Annual	\$ 24,900	1	\$ 24,900
eSCRIBE Meeting Manager		INCL		
eSCRIBE Participant Access		INCL		
eSCRIBE Report Manager		INCL		
eSCRIBE Internet Publishing		INCL		
eSCRIBE Webcasting Plus		INCL		
eSCRIBE Vote Manager		INCL		
ADFS/Azure AD integration		INCL		
eSCRIBE Board Manager	Annual	\$ 4,540	1	\$ 4,540
eSCRIBE Public Comments/Delegation Manager	Annual	\$ 2,450	1	\$ 2,450
Spanish Webcasting Feed	Annual	\$ 7,500	1	\$ 7,500
English Closed Captioning Service	Annual	\$ 7,500	1	\$ 7,500
Mexican Spanish Closed Captioning Service	Annual	\$ 7,500	1	\$ 7,500
eSCRIBE Approval Manager	Annual	\$ 1,900	1	Value Add
eSCRIBE Participant Pro Applications	Annual	\$ 35	6	\$ 210
eSCRIBE Participant Pro Applications	Annual	\$ 50	6	Value Add
Total - Annual Software and Support Fees				\$ 54,600

Subscription Agreement



Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eSCRIBE’s helpdesk is available to take live incoming calls, emails and be available to respond to the Customer’s Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eSCRIBE’s helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eSCRIBE who will serve as technical liaison between eSCRIBE and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eSCRIBE will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eSCRIBE’s support desk.
- c. Direct access for Customer Support Contacts to eSCRIBE’s team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer’s responsibility for any Implementation Services fees for any new Services.

Subscription Agreement**Exclusions:**

- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:**Step 1: Contact eSCRIBE using one of the following methods:**

Toll free number 1-855-299-0023

Email: support@escribemeetings.com

Portal: <https://customerportal.escribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eSCRIBE assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eSCRIBE shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eSCRIBE to diagnose the problem and develop a possible solution.

Subscription Agreement



Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eSCRIBE is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and resolutions pertaining to third party software, hardware, networks or facilities, eSCRIBE shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eSCRIBE until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eSCRIBE in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eSCRIBE's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eSCRIBE warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Subscription Agreement**Appendix C – Implementation Services**

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Implementation Services as listed below.

Implementation Fees		Service Fee	Quantity	Cost
eSCRIBE Transparency Bundle Setup and Training	One time	\$ 5,000	1	\$ 5,000
Meeting Templates		NCL	2	
Report Templates (5 workflows per report)		NCL	2	
Board Manager Setup	One time	\$ 1,350	1	\$ 1,350
Project Management	Weekly	\$ 250	14	\$ 3,500
Spanish Webcasting Feed Setup	One time	\$ 1,800	1	\$ 1,800
Closed Captioning Setup and AI Training	One time	\$ 1,800	2	\$ 3,600
Granicus Data Migration	One time	\$ 3,500	1	\$ 3,500
Total - One-time Implementation Fees				\$ 18,750

Optional Services

Optional Services Fees	Fee Type	Service Fee	Quantity	Cost
Webcasting Plus Setup (additional service)	One time	\$ 1,800	1	\$ 1,800
eSCRIBE Vote Manager/RTS	Annual	\$ 7,500	1	\$ 1,800
Closed Captioning Setup (2x: English and Spanish Feed)	One time	\$ 1,800	2	\$ 3,600

Subscription Agreement



Appendix D – Authorized Customer Locations

Name	Address	Authorized Contact
Chula Vista Police Department	315 Fourth Avenue Chula Vista, CA 91910	Cristina Hernandez

Subscription Agreement**Appendix E – Legacy Data Storage Fees**

Upon the completion of the initial, or any subsequent Term, eSCRIBE will measure the total Customer Data Storage in gigabytes (GB) to calculate the Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50

Subscription Agreement**Appendix F – Modification to Services**

The Customer wishes to modify the Services as defined below, effective the ____ day of _____, 2020, in accordance with the terms and conditions of the Client Subscription Agreement (the “Agreement”),

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first year’s Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eSCRIBE

Client

Signature_____
Signature_____
Robert Treumann, CEO_____
Authorizing Officer_____
Authorizing Officer

I have the authority to bind the organization

Subscription Agreement**Appendix G – Consultant Conflict of Interest Designation**

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.

B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at

www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

Name	Email Address	Applicable Designation
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

¹ Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

² Chula Vista Municipal Code §2.02.010-2.02.040.

³ Cal. Gov. Code §§53234, *et seq.*

⁴ CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

Subscription Agreement

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant's requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Enter City Staff Person's Name

Subscription Agreement**Appendix H – Public Agency Participation**

It is intended that any other public agency (e.g. city, county, district, public, authority, public agency, municipality, or other political subdivision or California) located in the State of California has an option to procure identical equipment and/or services as set forth in this Agreement. The City of Chula Vista incurs no financial or other responsibility in connection with any attempted or actual procurement of such equipment and/or services by another agency. Any public agency that elects to pursue the option to procure identical equipment and/or services as set forth in the Agreement does so at its own risk and assumes full and sole responsibility for all administration, placing of order, making payments, and all other actions and/or omissions that relate to or are in any way connected with such attempted or actual procurement of equipment and/or services.



CERTIFICATE OF INSURANCE

This is to certify to:						
City of National City 1243 National City Blvd, National City, CA 91950				that policies of insurance as herein described have been issued to the Insured named below and are in force at this date.		
Name of Insured	ESCRIBE SOFTWARE LTD.			Insurance Company	Beazley Canada Limited	
Address of Insured	60 Centurian Drive Markham, ON L3R 9R2					
Location and Operation to which this Certificate applies				All operations usual to the business of the Named Insured		
Kind of Policy		Policy Number	Expiry Date			Limits Of Liability in U.S. Dollars
			D	M	Y	
Commercial General Liability	x	19652879	27	08	21	\$ 2,000,000 Bodily Injury and Property Damage, Each Occurrence Limit
Completed Operations	x					\$ 5,000,000 General Aggregate Limit
• Included	x					\$ 2,000,000 Products & Completed Operations Aggregate Limit
• Excluded						\$ 2,000,000 Non-Owned Automobile
Non-Owned Auto	x					\$ 500,000 Tenants Legal Liability
• Included	x					Deductible: \$1,000
• Excluded						Includes Cross Liability, waiver of subrogation
Errors & Omissions – Claims Made	x	17601092	27	08	21	\$ 2,000,000 Per Claim \$ 5,000,000 Aggregate
Note: It is hereby understood and agreed that City of National City is added as Additional Insured to the Commercial General Liability but only with respect to liability arising out of the operations of the Named Insured. Errors & Omissions is Evidence only.						
This insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavor to mail to the holder of this Certificate 30 days written notice of cancellation of these policies, but assumes no responsibility for failure to do so.						
Date: <u>August 6, 2021</u>				KRGinsure A division of RRJ Insurance Group Ltd.  Authorized Representative		

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.260 OF THE NATIONAL CITY MUNICIPAL CODE AND AUTHORIZING THE THE MAYOR TO EXECUTE A THREE YEAR AGREEMENT WITH ESCRIBE SOFTWARE LTD. ("eSCRIBE"), IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$96,045 TO PROCURE AND SUPPORT AGENDA MANAGEMENT SOFTWARE

WHEREAS, eSCRIBE (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services");

WHEREAS, the City of National City's ("City") Information Technology Department desires to contract the Services of eSCRIBE; and

WHEREAS, National City Municipal Code Section 2.60.260 authorizes the City to join other public jurisdictions to take advantage of cooperative purchasing opportunities; and

WHEREAS, the City of Chula Vista solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.080 for contracts exceeding \$100,000 and selected eSCRIBE as the most qualified service provider; and

WHEREAS, in order to procure these services, City shall "piggyback" the contract between eSCRIBE and City of Chula Vista to take advantage of cooperative purchasing in accordance with National City Municipal Code Section 2.60.260; and

WHEREAS, City staff recommends that City Council authorizes waiving the bid process pursuant to section 2.60.260 of the National City Municipal Code and authorizes the Mayor to execute a three year agreement with eSCRIBE, in the total not-to-exceed amount of \$96,045 to procure and support eSCRIBE Services.

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

Section 1: Authorizes waiving the bid process pursuant to section 2.60.260 of the National City Municipal Code and authorizes the Mayor to execute a three year agreement with eSCRIBE, in the total not-to-exceed amount of \$96,045 to procure and support eSCRIBE Services.

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

Resolution No. 2021 –
Page Two

PASSED and ADOPTED this 17th day of August, 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 amending City Council Policy 110 entitled "Display of Flags". (City Manager)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City amending City Council Policy 110 entitled "Display of Flags."

PREPARED BY: Tony Winney, Assistant City Manager |

DEPARTMENT: City Manager's Office

PHONE: (619) 336-4272 |

APPROVED BY:



EXPLANATION:

On June 15, 2021, City Council amended City Council Policy 110 – Display of Flags to include designated community flags. The City recently received a request from South Bay Pride to raise the Gay Pride Flag for one day only on August 21, 2021, in celebration of the 13th Annual South Bay Pride event. Staff proposes amending the policy to give the City Manager authority to display any of the designated flags under this policy for a limited period of time, to commemorate a special event related to the designated flag, contingent upon concurrence by the Mayor and with notification to the City Council.

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A |

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 proposed resolution amending City Council Policy 110.

BOARD / COMMISSION RECOMMENDATION:

n/a |

ATTACHMENTS:

- A. Resolution of the City Council of the City of National City amending City Council Policy 110 entitled "Display of Flags"
- B. Redline Proposed City Council Policy 110 entitled "Display of Flags"

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags	POLICY # 110
ADOPTED: July 14, 1987	AMENDED: August 17, 2021

Purpose

To establish guidelines governing the flying of the following 15 flags:

- United States of America
- State of California
- City of National City
- Army
- Navy
- Marine Corps
- Air Force
- United States Coast Guard
- POW
- Army Retired
- Navy Retired
- Air Force Retired
- World War II Commemorative
- Korea War Veterans
- Vietnam Veterans
- Mourning Flag
- Gay Pride Flag
- Juneteenth Flag
- Kumeyaay-Diegueño Flag

Policy

The City of National City observes the following protocol with respect to the display of the flags.

- 1) The flags will be displayed from sunrise to sunset unless properly lighted.
- 2) The flags will be hoisted briskly and lowered ceremoniously.
- 3) The flags will not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- 4) The City Manager is authorized to display at City buildings the United States flag at half-staff in accordance with the rules set forth below and at such times as the President of the United States, the Governor of the State of California, or a request by the City Manager, and concurrence by the Mayor with notification to the City Council..

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags	POLICY # 110
ADOPTED: July 14, 1987	AMENDED: August 17, 2021

- a) Thirty days from the death of a President or former President.
 - b) Ten days from the day of death of a Vice-President, Chief-Justice of the U.S. Supreme Court or the Speaker of the House of Representatives.
 - c) The day of death and on the following day for a United States Senator or Representative, the Governor of the State of California, and any elected official of the City of National City.
 - d) On the closest working day to the date of internment for an employee of the City of National City.
- 5) The flags will be flown at half-staff on the following days:
- a) Peace Officers Memorial Day, May 15th, unless that day is also Armed Forces Day (sunrise to sunset).
 - b) Memorial Day, last Monday in May, sunrise to noon, only then raised briskly on the top of the staff until sunset, in honor of the nation's battle heroes.
 - c) Patriot Day, September 11, sunrise to sunset.
 - d) Pearl Harbor Remembrance Day, December 7, sunrise to sunset.
 - e) National Firefighters Memorial Day, rotating date in October, typical a Sunday (sunrise to sunset).

When flying the flags at half-staff, the flags will be hoisted to the peak for an instant and then lowered to the half-staff position.

- 6) At Kimball Bowl, the United States, State of California, and the City of National City flags will be flown 24 hours, 7 days a week, except in the case of inclement weather. These flags shall be lighted during night time hours.
- 7) All locations will fly the United States and the State of California flags on the holidays listed below. In addition, the Kimball Bowl will fly other flags on certain holidays as listed below:
 - a) Inauguration Day - January 20th
 - b) President Day – 3rd Monday in February
 - c) Armed Forces Day – 3rd Saturday in May (Ceremonial flags will be flown at

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags	POLICY # 110
ADOPTED: July 14, 1987	AMENDED: August 17, 2021

- Kimball Bowl)
- d) Memorial Day - the last Monday in May (Ceremonial flags will be flown at Kimball Bowl)
 - e) Flag Day - June 14 (Ceremonial flags will be flown at Kimball Bowl)
 - f) Independence Day - July 4 (Ceremonial flags will be flown at Kimball Bowl)
 - g) Labor Day - 1st Monday in September
 - h) California Admission Day-September 9
 - i) Patriot Day - September 11 (Ceremonial flags will be flown at Kimball Bowl)
 - j) Veterans Day - November 11 (Ceremonial flags will be flown at Kimball Bowl)
 - k) Pearl Harbor Day - December 7 (Ceremonial flags will be flown at Kimball Bowl)
 - l) Other days that may be proclaimed by the President of the United States
- 8) Mourning Flag
The Mourning Flag is to be flown at Fire Stations only, the manner of which is outlined by Fire Department Policy.
- 9) Community Flags
The City Manager is authorized to display the following community flags at select City buildings. The flags are to be flown below the United States and California State flags, unless flown on a separate flag pole.
- Gay Pride Flag – to be flown during the month of June.
 - Juneteenth Flag – to be flown on June 19 annually.
 - Kumeyaay-Diegueño Flag – to be flown during the month of November.
- City Manager is also authorized to display any of the designated flags under this policy for a limited period of time, to commemorate a special event related to the designated flag, contingent upon concurrence by the Mayor and with notification to the City Council.
- 10) The following departments are responsible for raising and lowering the flags at the listed locations, if flags are flown at those locations:
- a) Las Palmas Park - Public Works Department
 - b) Las Palmas Municipal Pool - Public Works Department
 - b) Library - Public Works Department
 - c) Civic Center - Public Works Department
 - d) Police Department - Public Works Department
 - e) Fire Department (Stations# 31 and# 34) - Fire Department
 - f) Kimball Bowl - Public Works Department
 - g) Kimball Recreation Center - Public Works Department

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags	POLICY # 110
ADOPTED: July 14, 1987	AMENDED: August 17, 2021

Related Policy References

Public Law 94-344 – Federal Flag Code.

United States Veteran’s Administration

Flag Code: California State Governor

Flag Code: Office of the President of the United States

Prior Policy Amendments:

June 15, 2021 (Resolution No. 2021-93)

September 18, 2001 (Resolution No. 2001-140)

August 7, 2007 (Resolution No. 2007-187)

December 2, 2008 (Resolution No. 2008-256)

June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)

October 8, 2013 (Resolution No. 2013-147)

October 18, 2016 (Resolution No. 2016-168)

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CITY COUNCIL POLICY 110 ENTITLED "DISPLAY OF FLAGS"

WHEREAS, at the June 15, 2021, City of National City ("City") City Council Meeting, the City Council approved revisions to City Council Policy 110 entitled "Display of Flags, to include designated community flags; and

WHEREAS, proposed revision to add to the policy the City Manager authority to display any of the designated flags under the policy for a limited period of time, to commemorate a special event related to the designated flag, contingent upon concurrence by the Mayor and with notification to the City Council.

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

Section 1: Approves the proposed revisions to City Council Policy 110 entitled "Display of Flags."

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

PASSED and ADOPTED this 17th day of August, 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: Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from October 1, 2021 thru October 31, 2021 with no waiver of fees. (Community Development)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from October 1, 2021 thru October 31, 2021 with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: 619-336-4255

DEPARTMENT: Community Development

APPROVED BY: 

EXPLANATION:

This is a request from Pinery Christmas Trees to host the annual Pumpkin Station at Plaza Bonita Mall from October 1, 2021 thru October 31, 2021. Daily hours will be from 9 a.m. to 9 p.m. Pumpkin Station will be located on the eastside parking lot #7 of the mall adjacent to Ring Road.

This event is a pumpkin patch and a children’s carnival combined catering to children between the ages of 2-9. Event will include a kid’s play center and several rides, an inflatable pumpkin jump and a petting zoo. Plaza Bonita Mall security will be used during event hours.

Note: This is the 19th year for the Pumpkin Station at Plaza Bonita Mall.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP, plus \$1,206.00 for Fire permits.
Total fees: \$1,478.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- Fair/Festival
- Parade/March
- Walk or Run
- Concert/Performance
- TUP
- Sporting Event
- Other (specify) _____

Event Name & Location

Event Title Pumpkin Station

Event Location (list all sites being requested) Westfield Plaza Bonita

Event Times

Set-Up Starts
Date 9/7/21 Time 8:00 am Day of Week Tuesday

Event Starts
Date 10/1/21 Time 9:00 am Day of Week Friday

Event Ends
Date 10/31/21 Time 9:00 pm Day of Week Sunday

Breakdown Ends
Date 11/5/20 Time 5:00 pm Day of Week Friday



Applicant Information

Applicant (Your name) Norm Osborne Sponsoring Organization Pinery Christmas Trees

Event Coordinator (if different from applicant) Michael Osborne

Mailing Address 10665 Brookview Lane, San Diego, CA 92131

Day Phone 858-566-7466 After Hours Phone _____ Cell 858-688-1721 Fax _____

Public Information Phone 858-566-7466 E-mail nosborn1@san.rr.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Date 7/7/2021

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 150,000 Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Pumpkin Station is a pumpkin patch that includes rides + a petting zoo. We focus on smaller kids in a fun, safe, + friendly non scary environment. We've been lucky to be a part of the City of N. City's Halloween Holiday for 19+ years

Estimated Attendance

Anticipated # of Participants: _____ Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We use Westfield

Security as needed

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ► Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have 5 Handicap Parking Spaces reserved at the entrance to the facility.

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ► _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

3 # of tents size 20 X 40

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # ¹ _____ Rock climbing wall Height _____

Inflatable bouncer slide # ³ _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # ¹ _____ Dimensions ^{4 X 8} _____

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

▶ Total number of portable toilets: ⁴ _____

▶ Total number of ADA accessible portable toilets: ¹ _____

Contracting with portable toilet vendor. ▶ Diamond Environmental 760-744-7191

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time Daily

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) ¹⁰ _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) ⁵ _____

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	Pumpkin Station		
Event Address:	3030 Plaza Bonita Rd	Expected # of Attendees:	
Event Host/Coordinator:	Michael Osborne	Phone Number:	858-688-1701

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>8</u>	<input checked="" type="checkbox"/>		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2</u>	<input checked="" type="checkbox"/>		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>		
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input checked="" type="checkbox"/>		
Are spill cleanup kits readily available at designated spots?	<input checked="" type="checkbox"/>		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Pinery Christmas Trees, Inc. dba Pumpkin Station

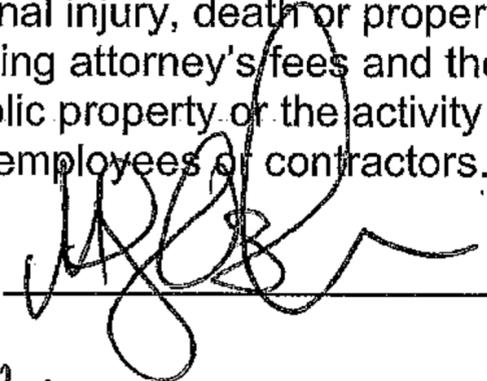
Person in Charge of Activity: Michael Osborne

Address: 10665 Brookview Lane, San Diego, CA. 92131

Telephone: 858-688-1701 Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Owner/Manager Date: 7/7/2021

For Office Use Only

Certificate of Insurance Approved _____ Date _____

June 16, 2021

City of National City
Attention: Vianey Rivera
Neighborhood Service Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Pumpkin Station (Pinery Christmas Trees, Inc.) – Westfield Plaza Bonita

To whom it may concern:

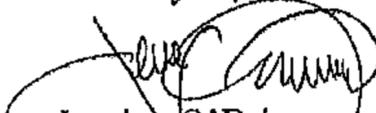
I hereby authorize Norm Osborne, acting as representative of Pinery Christmas Trees, Inc. to operate a business known as Pumpkin Station in parking lot #7 at Westfield Plaza Bonita during the dates of September 7, 2021 – November 5, 2021.

Norm Osborne has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not already in place.

Norm Osborne will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Thank you,


Jessica O'Brien
General Manager

Westfield PLAZA BONITA
3030 Plaza Bonita Road #2075
National City, CA 91950

City of National City BUSINESS TAX CERTIFICATE



2021

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in National City, California Only"

Business Name PUMPKIN STATION

Business Location 2979 PLAZA BONITA RD
NATIONAL CITY, CA 91950-8023

Business Owner(s) NORMAN (PRES) OSBORNE

Business Type Special Event

Account Number 09003608

Effective Date July 06, 2021

Expiration Date December 31, 2021

PINERY CHRISTMAS TREE COMPANY
PUMPKIN STATION
PO BOX 26070
SAN DIEGO, CA 92196-0118



City Manager

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE

For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

paid 7/6/21

PUMPKIN STATION

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of National City BUSINESS TAX CERTIFICATE

PINERY CHRISTMAS TREE COMPANY
PUMPKIN STATION
PO BOX 26070
SAN DIEGO, CA 92196-0118

Account Number: 09003608

Date of Issue: 07/06/2021

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

**SPONSORING ORGANIZATION: Pinery Christmas Trees
EVENT: Pumpkin Station
DATE OF EVENT: October 1, 2021 thru October 31, 2021**

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS []
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

The police department does not have any recommendations for this event.

ENGINEERING

No comments

COMMUNITY SERVICES

No involvement

FINANCE

Pinery Christmas Trees needs a business license.

COMMUNITY DEVELOPMENT

Planning

No comments

Building

No comments

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned application for the issuance of a Temporary Use Permit. As much as the event will be held solely on private property, there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the applicant properly executed the Hold Harmless and Indemnification Agreement at the time the Special Event Application was submitted.

FIRE (619) 336-4550

INSPECTION REQUIRED

**\$500.00 FEE FOR CARNIVALS, \$515.00 FEE FOR CANOPIES
PLUS AN ADDITIONAL \$191.00 INSPECTION FEE FOR INSPECTIONS OCCURRING
AFTER HOURS OR ON WEEKENDS OR HOLIDAYS**

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 4) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 5) Fire hydrants and fire department connections shall not be blocked or obstructed at any time.
- 6) Exit to be maintained in an unobstructed manner at all times. Exit way to be clear of all obstructions.
- 7) Exits to be posted - **EXIT**.
- 8) No open flames or smoking inside or adjacent to the tent/canopy. Signs to be posted - **NO SMOKING**.
- 9) Extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy. Please see attached example.
- 12) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from all tents and canopies.
- 13) Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as "temporary Wiring" only.

- 14) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 15) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 16) If tents or canopies are used, tents having an area in excess of 200square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame spread shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$353.00
501 – 600 sf -	\$394.00
601 – 700 sf -	\$515.00

Tents:

0 –200 sf -	\$300.00
201 – (+) sf -	\$600.00

- 17) **Bales of Straw and Corn Stalks shall meet the requirements for "Flame Propagation and Flame Spread". Proof of product used shall be furnished to the National City Fire Department prior to opening day. An inspection and test on materials used will be required prior to opening day**
- 18) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.
- 18) Fees can only be waived by City Council.
- 19) First Aid will be provided by organization

Fees can only be waived by City Council

Note: Organizer shall contact the National City Fire Department for cost associated with this event

The following page(s) contain the backup material for Agenda Item: Investment Report for the quarter ended June 30, 2021. (Finance)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Investment Report for the quarter ended June 30, 2021.

PREPARED BY: *Ronald Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Molly Brown*

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: *Patricia Spillman* **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 Report for the Quarter ended June 30, 2021.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Investment Listings



City Council Staff Report

August 17, 2021

ITEM

Staff Report: Investment Report for the quarter ended June 30, 2021.

BACKGROUND

The California Government Code (§53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency's investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§53646(b)(2)) requires that the report state the City's compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool's ability to meet its expenditure requirements Code (§53646(b)(3)).

OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of June 30, 2021 is summarized below and compared to the balance as of June 30, 2020.

Table 1

	6/30/2021	6/30/2020
Book Value ¹	\$ 89,693,774	\$ 87,733,999
Market Value ²	\$ 90,292,508	\$ 89,356,492

¹ actual cost of investments

² amount at which the investments could be sold

The assets of the City of National City's investment portfolio are managed by Chandler Asset Management, the California Treasurer's Local Agency Investment Fund (LAIF), and the San Diego County Treasurer's Pooled Money Fund ("San Diego County Pool") with the largest portion of the assets, 40.37%. The San Diego County Pool and LAIF are liquid investment pools

that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The City’s assets managed by Chandler Asset Management may be liquidated and withdrawn at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation of these investments is at the risk of loss and/or penalty to the City.

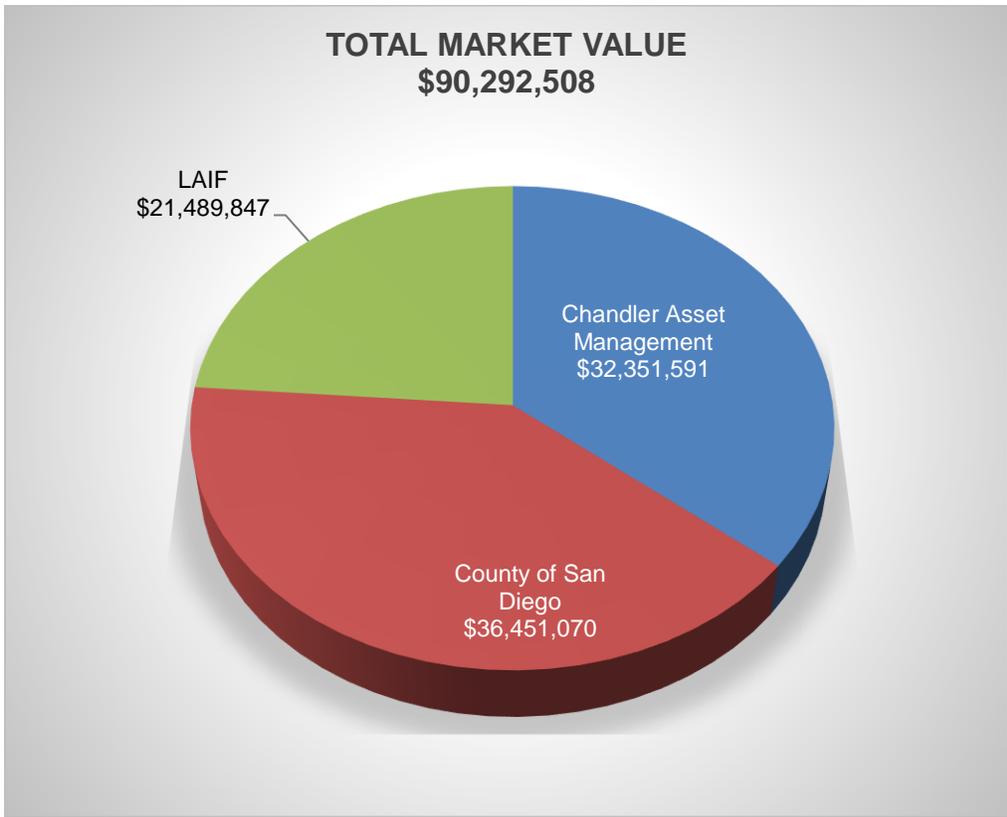
Summaries of the City’s investment portfolio are illustrated below.

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER
As of June 30, 2021

Table 2

Issuer/Manager	Book Value	Total Market Value ¹	Market YTM	% of Portfolio
Chandler Asset Management	31,809,741	32,351,591	0.31%	35.83%
County of San Diego	36,408,057	36,451,070	0.73%	40.37%
Local Agency Investment Fund	21,475,976	21,489,847 ²	0.26% ³	23.80%
Totals for June 30, 2021	\$89,693,774	\$90,292,508		100.00%

¹ includes accrued interest
² includes LAIF participation factor of 1.00008297
³ calculated on 30/360 basis



INVESTMENT PERFORMANCE BY ISSUER/MANAGER

For the Quarter Ended June 30, 2021

Table 3 **Total Market Value¹**

Issuer/Manager	6/30/21	3/31/21	Change	Period Return	Yield (Net) ³
Chandler Asset Management	\$32,351,591	\$32,344,022	\$7,569	0.04%	NA
County of San Diego	\$36,451,070	\$36,332,456	118,614	0.21%	0.84%
Local Agency Investment Fund	\$21,489,847	\$10,489,269	\$11,000,578	0.08%	0.33%
Totals for June 30, 2021	\$90,292,508	\$79,165,747	\$11,126,761²	0.43%⁴	

¹ includes accrued interest

² total include deposits and withdrawal(s) of: deposits 6/2/21 \$6,000,000 & 5/18/21 \$5,000,000

³ annualized

⁴ weighted

Economic Update:

The Federal Open Market Committee (FOMC) kept monetary policy unchanged at its June meeting. The fed funds target rate remains in the range of 0.0% to 0.25%, and the Fed continues to purchase \$80 billion of Treasuries per month, and \$40 billion of agency mortgage-backed securities per month. The Fed has started to discuss the idea of reducing its asset purchases at some point, but that decision remains uncertain. FOMC members' updated economic projections also suggest that the Fed may start to raise interest rates in 2023, versus the previous estimate of 2024, as the economy may be on track to reach their employment and inflation goals at a faster than expected pace. Overall, monetary policy remains highly accommodative for now, but the Fed seems to be inching toward a path of policy normalization. We anticipate the Fed will remain on the sidelines over the near-term, but we believe the probability that the Fed will begin tapering its asset purchases during the first half of next year has increased.

The yield curve was little changed on a month-over-month basis in May. So far in June, the yield curve has flattened driven by a decline in longer-term yields. While multiple factors are likely influencing longer-term Treasury rates, including market technicals, we believe a more modest forecast for US fiscal spending is one of the factors, as lawmakers continue to negotiate the terms of a potential infrastructure bill. Nevertheless, we believe longer-term rates have room to move higher this year. Looking ahead, we believe the Treasury yield curve is poised to steepen, which would be consistent with continued improvement in economic activity.

COMPLIANCE STATEMENT

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§53601 et seq).

Page 4

Staff Report: Investment Report for the quarter ended June 30, 2021.

August 17, 2021

FINANCIAL STATEMENT

Realized and unrealized gains for the period, reflected below, were \$127,705. These changes include changes in security market values, gain or loss from the sale of assets, accrued interest, and reinvested interest/earnings.

Table 4

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	\$ 39,279
County of San Diego	76,337
LAIIF	12,089
Totals for June 30, 2021	\$ 127,705

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

STAFF CERTIFICATION

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended June 30, 2021.



City of National City

MONTHLY ACCOUNT STATEMENT

JUNE 1, 2021 THROUGH JUNE 30, 2021

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.87
Average Coupon	1.50%
Average Purchase YTM	1.34%
Average Market YTM	0.31%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	2.05 yrs
Average Life	1.90 yrs

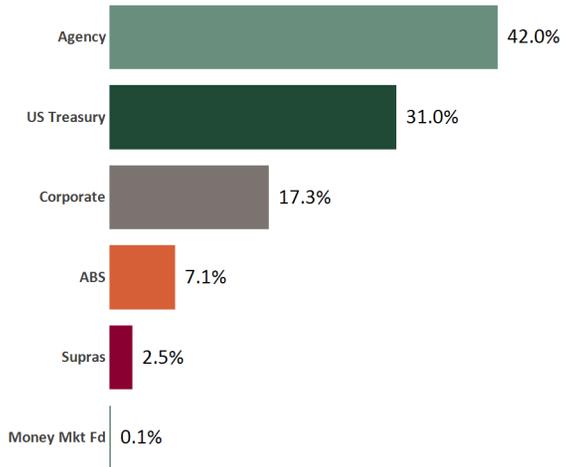
ACCOUNT SUMMARY

	Beg. Values as of 5/31/21	End Values as of 6/30/21
Market Value	32,280,208	32,235,176
Accrued Interest	120,297	116,416
Total Market Value	32,400,505	32,351,591
Income Earned	40,019	39,279
Cont/WD		-2,326
Par	31,645,331	31,631,238
Book Value	31,759,530	31,809,741
Cost Value	31,759,530	31,809,741

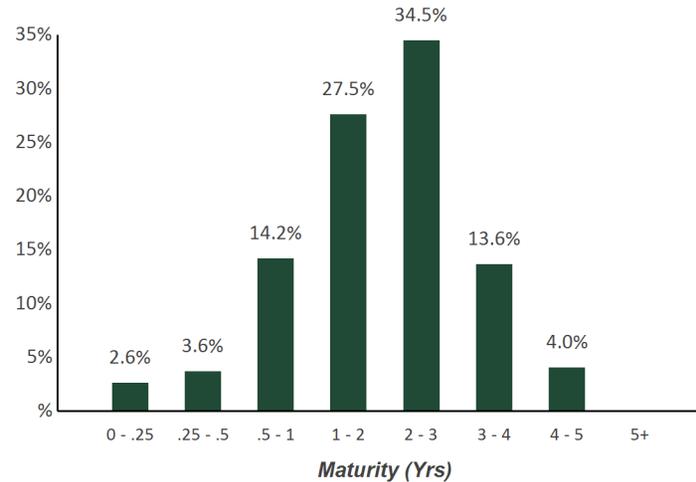
TOP ISSUERS

Government of United States	31.0%
Federal Home Loan Mortgage Corp	15.7%
Federal National Mortgage Assoc	12.5%
Federal Home Loan Bank	12.1%
Intl Bank Recon and Development	2.5%
Toyota ABS	2.4%
Apple Inc	2.3%
Deere & Company	2.2%
Total	80.7%

SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/29/2012
City of National City	-0.14%	0.04%	-0.08%	0.27%	2.18%	2.84%	1.81%	N/A	1.36%
ICE BAML 1-3 Yr US Treasury/Agency Index	-0.15%	-0.03%	-0.08%	0.08%	2.05%	2.68%	1.60%	N/A	1.23%
ICE BAML 1-3 Yr US Corp/Govt Rated AAA-A Index	-0.15%	0.01%	-0.03%	0.27%	2.20%	2.85%	1.77%	N/A	1.41%

Statement of Compliance

As of June 30, 2021

City of National City

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
Municipal Securities	"A" rated or better by two NRSROs; 30% maximum; 5% max per issuer; Include bonds of the City, the State of California, any other state, and any local agency within the State of California; Bonds will be registered in the name of the City or held under a custodial agreement at a bank.	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	"AA" rated category or higher by a NRSRO; 30% maximum; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Banker's Acceptances	"A-1" short-term debt rated or higher by at least two NRSROs; and "A" long term debt rated by two NRSROs; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets > \$500 million.	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 30% maximum combined certificates of deposit including CDARS	Complies
Negotiable Certificates of Deposit	"A" long-term debt rated or higher by at least two NRSROs; and/or "A1" short-term debt rated or higher by at least two NRSROs; 30% maximum; 5% max per issuer	Complies
Corporate Medium Term Notes	"A" rated category or better by at least two NRSROs; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by U.S. or any state and operating within the U.S.	Complies
Money Market Mutual Funds	Highest rating or AAA rated or equivalent by at least two NRSROs; 20% maximum; SEC registered with assets under management in excess of \$500 million	Complies
Mortgage Pass-throughs and Asset Backed Securities	"AA" rating category or better by a NRSRO; 20% maximum	Complies
Local Agency Investment Fund (LAIF)	Maximum permitted amount in LAIF; Currently not used by investment adviser	Complies
Local Government Investment Pools	San Diego County Investment Pool	Complies
Prohibited Securities	Inverse floaters; Ranges notes; Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Foreign currency denominated sec	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max per issuer, except as noted in Section VIII of the investment policy	Complies
Maximum maturity	5 years	Complies

Reconciliation Summary

As of June 30, 2021



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$31,759,530.49
Acquisition		
+ Security Purchases	\$1,185,259.79	
+ Money Market Fund Purchases	\$477,851.36	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$1,663,111.15
Dispositions		
- Security Sales	\$250,332.03	
- Money Market Fund Sales	\$939,424.65	
- MMF Withdrawals	\$2,325.63	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$400,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$30,194.52	
Total Dispositions		\$1,622,276.83
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$9,376.57	
		\$9,376.57
ENDING BOOK VALUE		\$31,809,741.38

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$503,537.80
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$250,332.03	
Accrued Interest Received	\$1,072.17	
Interest Received	\$47,644.81	
Dividend Received	\$12.03	
Principal on Maturities	\$400,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$30,194.52	
Total Acquisitions	\$729,255.56	
Dispositions		
Withdrawals	\$2,325.63	
Security Purchase	\$1,185,259.79	
Accrued Interest Paid	\$5,569.06	
Total Dispositions	\$1,193,154.48	
ENDING BOOK VALUE		\$39,638.88

As of June 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Callable Note Cont 11/12/2021 0.45% Due 05/12/2024	05/10/2021 05/12/2021 255,000.00	254,627.70 0.00 0.00 254,627.70	60.56 0.00 156.19 95.63	0.00 0.00 0.00 95.63	95.63
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	Various Various 700,000.00	700,739.00 0.00 0.00 700,739.00	1,306.67 0.00 2,706.67 1,400.00	0.00 0.00 0.00 1,400.00	1,400.00
06051GEU9	Bank of America Corp Note 3.3% Due 01/11/2023	12/27/2018 12/31/2018 400,000.00	393,500.00 0.00 0.00 393,500.00	5,133.33 0.00 6,233.33 1,100.00	0.00 0.00 0.00 1,100.00	1,100.00
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.6% Due 02/07/2022	08/14/2018 08/16/2018 400,000.00	392,152.00 0.00 0.00 392,152.00	3,293.33 0.00 4,160.00 866.67	0.00 0.00 0.00 866.67	866.67
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	08/26/2019 08/28/2019 400,000.00	412,068.00 0.00 0.00 412,068.00	2,322.22 0.00 3,238.89 916.67	0.00 0.00 0.00 916.67	916.67
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 405,000.00	404,457.30 0.00 0.00 404,457.30	70.88 0.00 222.75 151.87	0.00 0.00 0.00 151.87	151.87
24422EUR8	John Deere Capital Corp Note 3.45% Due 01/10/2024	03/14/2019 03/18/2019 400,000.00	408,860.00 0.00 0.00 408,860.00	5,405.00 0.00 6,555.00 1,150.00	0.00 0.00 0.00 1,150.00	1,150.00
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 275,000.00	274,804.75 0.00 0.00 274,804.75	299.06 0.00 402.19 103.13	0.00 0.00 0.00 103.13	103.13
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/30/2019 01/31/2019 525,000.00	540,734.25 0.00 0.00 540,734.25	8,514.84 8,859.38 1,132.03 1,476.57	0.00 0.00 0.00 1,476.57	1,476.57

As of June 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 580,000.00	605,009.60 0.00 0.00 605,009.60	7,735.34 8,337.50 787.44 1,389.60	0.00 0.00 0.00 1,389.60	1,389.60
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	10/29/2019 10/30/2019 300,000.00	315,474.00 0.00 0.00 315,474.00	1,868.75 0.00 2,587.50 718.75	0.00 0.00 0.00 718.75	718.75
3130A3KM5	FHLB Note 2.5% Due 12/09/2022	09/10/2019 09/13/2019 575,000.00	591,174.75 0.00 0.00 591,174.75	6,868.06 7,187.50 878.47 1,197.91	0.00 0.00 0.00 1,197.91	1,197.91
3130AABG2	FHLB Note 1.875% Due 11/29/2021	03/08/2017 03/09/2017 565,000.00	559,044.90 0.00 0.00 559,044.90	58.85 0.00 941.67 882.82	0.00 0.00 0.00 882.82	882.82
313378WG2	FHLB Note 2.5% Due 03/11/2022	03/13/2018 03/14/2018 600,000.00	596,646.00 0.00 0.00 596,646.00	3,333.33 0.00 4,583.33 1,250.00	0.00 0.00 0.00 1,250.00	1,250.00
313379Q69	FHLB Note 2.125% Due 06/10/2022	06/20/2017 06/21/2017 600,000.00	607,110.00 0.00 0.00 607,110.00	6,056.25 6,375.00 743.75 1,062.50	0.00 0.00 0.00 1,062.50	1,062.50
3133ELWD2	FFCB Note 0.375% Due 04/08/2022	04/03/2020 04/08/2020 565,000.00	564,163.80 0.00 0.00 564,163.80	311.93 0.00 488.49 176.56	0.00 0.00 0.00 176.56	176.56
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 645,000.00	643,058.55 0.00 0.00 643,058.55	40.31 0.00 174.69 134.38	0.00 0.00 0.00 134.38	134.38
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 560,000.00	558,796.00 0.00 0.00 558,796.00	548.33 0.00 665.00 116.67	0.00 0.00 0.00 116.67	116.67

As of June 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 580,000.00	579,338.80 0.00 0.00 579,338.80	16.11 0.00 136.94 120.83	0.00 0.00 0.00 120.83	120.83
3135G0N82	FNMA Note 1.25% Due 08/17/2021	01/26/2017 01/31/2017 440,000.00	425,444.80 0.00 0.00 425,444.80	1,588.89 0.00 2,047.22 458.33	0.00 0.00 0.00 458.33	458.33
3135G0T78	FNMA Note 2% Due 10/05/2022	12/12/2017 12/13/2017 500,000.00	494,215.00 0.00 0.00 494,215.00	1,555.56 0.00 2,388.89 833.33	0.00 0.00 0.00 833.33	833.33
3135G0W33	FNMA Note 1.375% Due 09/06/2022	09/05/2019 09/06/2019 625,000.00	622,825.00 0.00 0.00 622,825.00	2,029.08 0.00 2,745.23 716.15	0.00 0.00 0.00 716.15	716.15
3135G0X24	FNMA Note 1.625% Due 01/07/2025	01/16/2020 01/17/2020 625,000.00	623,050.00 0.00 0.00 623,050.00	4,062.50 0.00 4,908.85 846.35	0.00 0.00 0.00 846.35	846.35
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	Various Various 575,000.00	585,310.00 0.00 0.00 585,310.00	5,234.90 0.00 6,372.92 1,138.02	0.00 0.00 0.00 1,138.02	1,138.02
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	11/26/2018 11/27/2018 600,000.00	593,214.00 0.00 0.00 593,214.00	7,425.00 8,250.00 550.00 1,375.00	0.00 0.00 0.00 1,375.00	1,375.00
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	06/04/2020 06/05/2020 625,000.00	652,443.75 0.00 0.00 652,443.75	2,838.54 0.00 3,619.79 781.25	0.00 0.00 0.00 781.25	781.25
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 600,000.00	599,748.00 0.00 0.00 599,748.00	162.50 0.00 350.00 187.50	0.00 0.00 0.00 187.50	187.50

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3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/27/2020 08/31/2020 900,000.00	899,037.00 0.00 0.00 899,037.00	606.25 0.00 793.75 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	09/24/2020 09/25/2020 450,000.00	448,857.00 0.00 0.00 448,857.00	318.75 0.00 459.38 140.63	0.00 0.00 0.00 140.63	140.63
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 630,000.00	627,650.10 0.00 0.00 627,650.10	98.44 0.00 164.06 65.62	0.00 0.00 0.00 65.62	65.62
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/17/2020 11/18/2020 650,000.00	649,467.00 0.00 0.00 649,467.00	112.85 0.00 248.26 135.41	0.00 0.00 0.00 135.41	135.41
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 80,000.00	79,998.54 0.00 0.00 79,998.54	6.00 18.00 6.00 18.00	0.00 0.00 0.00 18.00	18.00
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 250,000.00	249,963.28 0.00 0.00 249,963.28	33.40 77.08 33.40 77.08	0.00 0.00 0.00 77.08	77.08
43813RAC1	Honda Auto Receivables 2020-1 A3 1.61% Due 04/22/2024	02/19/2020 02/26/2020 70,000.00	69,986.28 0.00 0.00 69,986.28	31.31 93.92 31.31 93.92	0.00 0.00 0.00 93.92	93.92
43814UAG4	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 05/18/2022	05/22/2018 05/30/2018 9,957.83	17,848.63 0.00 7,891.02 9,957.61	19.40 44.77 10.82 36.19	0.00 0.00 0.00 36.19	36.19
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 08/22/2022	08/21/2018 08/28/2018 42,338.83	52,884.63 0.00 10,551.61 42,333.02	43.34 130.03 34.69 121.38	0.00 0.00 0.00 121.38	121.38

Income Earned

As of June 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 93,523.75	99,999.17 0.00 6,476.20 93,522.97	79.11 148.33 73.99 143.21	0.00 0.00 0.00 143.21	143.21
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 450,000.00	481,473.00 0.00 0.00 481,473.00	2,250.00 0.00 3,187.50 937.50	0.00 0.00 0.00 937.50	937.50
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 320,000.00	319,312.00 0.00 0.00 319,312.00	15.56 0.00 82.22 66.66	0.00 0.00 0.00 66.66	66.66
46625HJE1	JP Morgan Chase Note 3.25% Due 09/23/2022	12/19/2019 12/24/2019 400,000.00	413,076.00 0.00 0.00 413,076.00	2,455.56 0.00 3,538.89 1,083.33	0.00 0.00 0.00 1,083.33	1,083.33
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 80,778.39	86,034.14 0.00 5,272.90 80,761.24	84.52 158.48 79.34 153.30	0.00 0.00 0.00 153.30	153.30
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 75,000.00	74,988.57 0.00 0.00 74,988.57	17.00 31.88 17.00 31.88	0.00 0.00 0.00 31.88	31.88
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 115,000.00	114,977.90 0.00 0.00 114,977.90	18.40 29.78 18.40 29.78	0.00 0.00 0.00 29.78	29.78
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 170,000.00	169,989.61 0.00 0.00 169,989.61	83.11 155.83 83.11 155.83	0.00 0.00 0.00 155.83	155.83
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 155,000.00	0.00 154,988.30 0.00 154,988.30	0.00 0.00 3.44 3.44	0.00 0.00 0.00 3.44	3.44



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65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 360,000.00	359,980.99 0.00 0.00 359,980.99	308.80 579.00 308.80 579.00	0.00 0.00 0.00 579.00	579.00
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	04/24/2018 04/26/2018 400,000.00	385,792.00 0.00 0.00 385,792.00	3,348.33 0.00 4,165.00 816.67	0.00 0.00 0.00 816.67	816.67
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 485,000.00	487,196.50 0.00 0.00 487,196.50	737.60 0.00 1,040.73 303.13	0.00 0.00 0.00 303.13	303.13
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	06/17/2020 06/19/2020 240,000.00	245,531.25 0.00 0.00 245,531.25	177.07 332.00 177.07 332.00	0.00 0.00 0.00 332.00	332.00
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 01/08/2024	05/20/2019 05/22/2019 400,000.00	411,444.00 0.00 0.00 411,444.00	5,322.78 0.00 6,439.44 1,116.66	0.00 0.00 0.00 1,116.66	1,116.66
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 100,000.00	99,981.37 0.00 0.00 99,981.37	15.56 29.17 15.56 29.17	0.00 0.00 0.00 29.17	29.17
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	07/21/2020 07/27/2020 155,000.00	154,988.07 0.00 0.00 154,988.07	30.31 56.83 30.31 56.83	0.00 0.00 0.00 56.83	56.83
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 290,000.00	289,946.18 0.00 0.00 289,946.18	33.51 62.83 33.51 62.83	0.00 0.00 0.00 62.83	62.83
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 07/30/2024	03/25/2021 03/29/2021 450,000.00	475,276.50 0.00 0.00 475,276.50	3,630.00 0.00 4,530.00 900.00	0.00 0.00 0.00 900.00	900.00

As of June 30, 2021



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9128284D9	US Treasury Note 2.5% Due 03/31/2023	12/27/2018 12/28/2018 450,000.00	448,505.86 0.00 0.00 448,505.86	1,905.74 0.00 2,827.87 922.13	0.00 0.00 0.00 922.13	922.13
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	06/17/2021 06/18/2021 675,000.00	0.00 732,111.33 0.00 732,111.33	0.00 (5,548.57) 6,204.31 655.74	0.00 0.00 0.00 655.74	655.74
912828G53	US Treasury Note 1.875% Due 11/30/2021	08/28/2017 08/29/2017 600,000.00	604,994.20 0.00 0.00 604,994.20	30.74 0.00 952.87 922.13	0.00 0.00 0.00 922.13	922.13
912828L24	US Treasury Note 1.875% Due 08/31/2022	09/06/2018 09/07/2018 450,000.00	435,445.31 0.00 0.00 435,445.31	2,132.30 0.00 2,820.14 687.84	0.00 0.00 0.00 687.84	687.84
912828M80	US Treasury Note 2% Due 11/30/2022	04/11/2019 04/15/2019 600,000.00	593,554.69 0.00 0.00 593,554.69	32.79 0.00 1,016.39 983.60	0.00 0.00 0.00 983.60	983.60
912828S76	US Treasury Note 1.125% Due 07/31/2021	08/28/2018 08/29/2018 350,000.00	573,375.00 0.00 238,906.25 334,468.75	2,256.22 1,072.17 1,642.44 458.39	0.00 0.00 0.00 458.39	458.39
912828TY6	US Treasury Note 1.625% Due 11/15/2022	03/03/2020 03/04/2020 600,000.00	614,484.38 0.00 0.00 614,484.38	450.41 0.00 1,245.24 794.83	0.00 0.00 0.00 794.83	794.83
912828V72	US Treasury Note 1.875% Due 01/31/2022	09/17/2018 09/18/2018 450,000.00	435,744.14 0.00 0.00 435,744.14	2,820.27 0.00 3,519.51 699.24	0.00 0.00 0.00 699.24	699.24
912828W71	US Treasury Note 2.125% Due 03/31/2024	12/05/2019 12/06/2019 225,000.00	229,640.63 0.00 0.00 229,640.63	809.94 0.00 1,201.84 391.90	0.00 0.00 0.00 391.90	391.90

As of June 30, 2021



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912828W89	US Treasury Note 1.875% Due 03/31/2022	04/26/2018 04/30/2018 600,000.00	580,593.75 0.00 0.00 580,593.75	1,905.74 0.00 2,827.87 922.13	0.00 0.00 0.00 922.13	922.13
912828WE6	US Treasury Note 2.75% Due 11/15/2023	07/22/2019 07/23/2019 600,000.00	624,000.00 0.00 0.00 624,000.00	762.23 0.00 2,107.34 1,345.11	0.00 0.00 0.00 1,345.11	1,345.11
912828ZA1	US Treasury Note 1.125% Due 02/28/2022	03/24/2020 03/25/2020 700,000.00	709,925.78 0.00 0.00 709,925.78	1,990.15 0.00 2,632.13 641.98	0.00 0.00 0.00 641.98	641.98
912828ZD5	US Treasury Note 0.5% Due 03/15/2023	03/24/2020 03/25/2020 675,000.00	676,476.56 0.00 0.00 676,476.56	715.35 0.00 990.49 275.14	0.00 0.00 0.00 275.14	275.14
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 675,000.00	665,112.30 0.00 0.00 665,112.30	4.61 0.00 142.93 138.32	0.00 0.00 0.00 138.32	138.32
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	12/28/2020 12/29/2020 700,000.00	698,824.22 0.00 0.00 698,824.22	403.85 437.50 38.25 71.90	0.00 0.00 0.00 71.90	71.90
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	01/28/2021 01/29/2021 550,000.00	548,990.23 0.00 0.00 548,990.23	260.19 0.00 317.16 56.97	0.00 0.00 0.00 56.97	56.97
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	04/29/2021 04/30/2021 650,000.00	650,583.98 0.00 0.00 650,583.98	313.01 0.00 512.81 199.80	0.00 0.00 0.00 199.80	199.80
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/24/2021 06/25/2021 300,000.00	0.00 298,160.16 0.00 298,160.16	0.00 (20.49) 32.79 12.30	0.00 0.00 0.00 12.30	12.30

Income Earned

As of June 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
931142EJ8	Wal-Mart Stores Note Due 06/23/2021	07/02/2018 07/05/2018 0.00	402,052.00 0.00 402,052.00 0.00	5,486.11 6,250.00 0.00 763.89	0.00 0.00 0.00 763.89	763.89
			31,255,992.69	120,296.73	0.00	
			1,185,259.79	43,147.92	0.00	
			671,149.98	116,415.59	0.00	
Total Fixed Income		31,591,598.80	31,770,102.50	39,266.78	39,266.78	39,266.78
CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 39,638.88	503,537.80 322,863.06 786,761.98 39,638.88	0.00 12.03 0.00 12.03	0.00 0.00 0.00 12.03	12.03
			503,537.80	0.00	0.00	
			322,863.06	12.03	0.00	
			786,761.98	0.00	0.00	
Total Cash & Equivalent		39,638.88	39,638.88	12.03	12.03	12.03
			31,759,530.49	120,296.73	0.00	
			1,508,122.85	43,159.95	0.00	
			1,457,911.96	116,415.59	0.00	
TOTAL PORTFOLIO		31,631,237.68	31,809,741.38	39,278.81	39,278.81	39,278.81



COUNTY OF SAN DIEGO INVESTMENT POOL
TREASURY INVESTMENT RESULTS

JUN
2021

PARTICIPANT CASH BALANCES

County of San Diego Pooled Money Fund

As of June 30, 2021

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PARTICIPANT	FMV 04/30/21	FMV 05/31/21	FMV 06/30/21	% of Total	PARTICIPANT	FMV 04/30/21	FMV 05/31/21	FMV 06/30/21	% of Total
COUNTY	2,384,273	1,873,324	1,348,372	11.02%	Leucadia Wastewater District	8,025	7,995	6,010	0.05%
COUNTY - SPECIAL TRUST FUNDS	2,696,405	2,604,326	2,811,541	22.98%	Lower Sweetwater FPD	595	576	584	0.00%
NON-COUNTY INVESTMENT FUNDS	126,911	139,539	131,795	1.08%	Metropolitan Transit System	47,433	37,270	23,898	0.20%
SCHOOLS - (K THRU 12)	5,435,005	5,564,547	5,452,924	44.56%	Mission Resource Conservation District	109	113	115	0.00%
					North County Transit District	30,275	33,161	43,244	0.35%
COMMUNITY COLLEGES					North County Cemetery District	7,931	7,952	8,150	0.07%
San Diego	140,432	151,208	180,549	1.49%	North County Dispatch	5,464	5,079	5,514	0.05%
Grossmont-Cuyamaca	145,490	140,887	251,969	2.06%	North County FPD	6,165	6,120	4,718	0.04%
MiraCosta	361,634	360,482	353,731	2.89%	Otay Water District	51,493	56,300	56,420	0.46%
Palomar	245,600	241,646	254,737	2.08%	Palomar Health Care District*	0	0	0	0.00%
Southwestern	183,663	176,584	179,019	1.46%	Pomerado Cemetery District	1,996	2,029	2,106	0.02%
Total Community Colleges	1,076,818	1,070,807	1,220,004	9.97%	Public Agencies Self-Insurance System	3,514	3,501	3,508	0.03%
					Ramona Cemetery District	1,018	1,023	995	0.01%
FIRST 5 COMMISSION	46,311	46,271	49,383	0.40%	Rancho Santa Fe FPD	10,489	12,108	12,234	0.10%
SANCAL	33	32	0	0.00%	Resource Conservation District of Greater SD*	0	0	0	0.00%
SDCERA	7,715	7,661	7,651	0.06%	Rincon del Diablo Municipal Water District	6,859	6,834	6,848	0.06%
					SANDAG	239,025	234,192	231,560	1.89%
CITIES					SD County Regional Airport Authority	276,960	277,773	270,673	2.21%
Chula Vista	149,860	184,279	201,692	1.65%	San Diego Housing Commission	22,239	22,158	22,205	0.18%
Coronado	78,427	78,141	83,314	0.68%	San Diego Geographic Information Source	924	828	819	0.01%
Del Mar	2,783	2,773	2,778	0.02%	San Diego Law Library	4,213	4,243	4,238	0.03%
El Cajon	0	0	0	0.00%	San Diego Local Agency Formation Comm	1,619	1,492	1,368	0.01%
Encinitas	4,220	4,204	4,213	0.03%	San Diego Regional Training Center	339	256	892	0.01%
National City	36,507	36,374	36,451	0.30%	San Dieguito River Park	879	736	624	0.01%
Oceanside*	0	0	0	0.00%	San Marcos FPD	1	1	1	0.00%
Solana Beach*	0	0	0	0.00%	San Miguel Consolidated FPD	19,763	20,684	20,655	0.17%
					Santa Fe Irrigation District	4,528	4,511	4,521	0.04%
INDEPENDENT AGENCIES					Serra Cooperative Library System	0	0	0	0.00%
Air Pollution Control District	69,889	75,312	80,092	0.65%	Upper San Luis Rey Resource Conserv Dist	79	79	80	0.00%
Alpine FPD	2,710	3,209	3,194	0.03%	Vallecitos Water District	5,561	5,541	5,553	0.05%
Bonita-Sunnyside FPD	5,435	5,881	5,981	0.05%	Valley Center FPD	1,797	2,200	1,589	0.01%
Borrego Springs FPD	1,568	1,524	1,405	0.01%	Valley Center Cemetery District	425	428	430	0.00%
Canebrake County Water District	55	55	55	0.00%	Valley Center Water District	21,722	23,992	24,613	0.20%
Deer Springs FPD	13,288	13,312	13,638	0.11%	Vista FPD	4,074	4,059	4,975	0.04%
Fallbrook Public Utility District	0	0	0	0.00%	Whispering Palms Community Services District*	0	0	0	0.00%
Grossmont Healthcare District	2	2	2	0.00%	Total Voluntary Participants	1,215,982	1,254,810	1,271,400	10.39%
Julian-Cuyamaca FPD	520	518	519	0.00%					
Lake Cuyamaca Rec & Park District	414	395	392	0.00%	Pooled Money Fund Total	\$12,935,394	\$12,507,351	\$12,236,036	100.00%
Lakeside FPD	10,732	11,633	11,502	0.09%					

* **Footnote:** The Oracle ending balances for these pool participants are under \$500. Due to rounding, the FMV will show as zero even though there is an Oracle balance.

Below is the market price for June 2021.

National City		Pool YTM: 0.73			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended June 30, 2021					
		Current Month	Prior Month	Prior Quarter	Prior Year
		6/30/2021	5/31/2021	3/31/2021	6/30/2020
COSD Pool Market Price		100.118%	99.905%	100.002%	101.558%
COSD Pool Market Value		12,236,036,277	12,507,351,288	11,558,839,912	10,333,403,151
National City percentage of MV share in COSD Pool		0.2979%	0.2908%	0.3143%	0.3527%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,408,057	36,451,070	36,373,524	36,332,456	36,442,498
Total for National City	36,408,057	36,451,070	36,373,524	36,332,456	36,442,498

Thank you,



Erin Lahti
 Investment Analyst
San Diego County Treasurer-Tax Collector's Office
 Phone: 619.531.5308 | www.sdttc.com

Below is the market price for May 2021.

National City		Pool YTM: 0.72			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended May 31, 2021					
		Current Month	Prior Month	Prior Quarter	Prior Year
		5/31/2021	4/30/2021	2/28/2021	5/31/2020
COSD Pool Market Price		99.905%	100.271%	100.497%	101.409%
COSD Pool Market Value		12,507,351,288	12,935,393,457	11,129,461,448	11,310,979,395
National City percentage of MV share in COSD Pool		0.2908%	0.2822%	0.3281%	0.3203%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,408,057	36,373,524	36,506,864	36,512,117	36,232,881
Total for National City	36,408,057	36,373,524	36,506,864	36,512,117	36,232,881

Thank you,



Erin Lahti
 Investment Analyst
San Diego County Treasurer-Tax Collector's Office
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Below is the market price for April 2021.

National City		Pool YTM: 0.72			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended April 30, 2021					
		Current Month	Prior Month	Prior Quarter	Prior Year
		4/30/2021	3/31/2021	1/31/2021	4/30/2020
COSD Pool Market Price		100.271%	100.002%	100.240%	101.240%
COSD Pool Market Value		12,935,393,457	11,558,839,912	11,574,711,077	12,014,227,566
National City percentage of MV share in COSD Pool		0.2822%	0.3143%	0.3142%	0.3018%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,408,057	36,506,864	36,332,456	36,368,995	36,258,939
Total for National City	36,408,057	36,506,864	36,332,456	36,368,995	36,258,939

Thank you,



Erin Lahti
 Investment Analyst
 San Diego County Treasurer-Tax Collector's Office
 Phone: 619.531.5308 | www.sdttc.com

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 21, 2021

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CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

//

June 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/2/2021	6/2/2021	RD	1676092	N/A	RACHELLE BARRERA	6,000,000.00

Account Summary

Total Deposit:	6,000,000.00	Beginning Balance:	15,475,975.97
Total Withdrawal:	0.00	Ending Balance:	21,475,975.97

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

June 17, 2021

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CITY OF NATIONAL CITY

FINANCE DIRECTOR
 1243 NATIONAL CITY BLVD
 NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

//

May 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
5/18/2021	5/18/2021	RD	1675235	N/A	RACHELLE BARRERA	5,000,000.00

Account Summary

Total Deposit:	5,000,000.00	Beginning Balance:	10,475,975.97
Total Withdrawal:	0.00	Ending Balance:	15,475,975.97

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 03, 2021

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CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

//

April 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2021	4/14/2021	QRD	1672996	N/A	SYSTEM	7,764.95

Account Summary

Total Deposit:	7,764.95	Beginning Balance:	10,468,211.02
Total Withdrawal:	0.00	Ending Balance:	10,475,975.97



California State Treasurer
Fiona Ma, CPA



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POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.458	0.407	0.357	0.339	0.315	0.262						



State of California
Pooled Money Investment Account
Market Valuation
6/30/2021

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest Purch.	Amortized Cost		
United States Treasury:				
Bills	\$ 77,074,683,274.61	\$ 77,088,620,942.89	\$ 77,087,498,500.00	NA
Notes	\$ 58,652,332,896.21	\$ 58,622,718,630.47	\$ 58,645,873,000.00	\$ 116,723,377.00
Federal Agency:				
SBA	\$ 414,140,132.49	\$ 414,140,132.49	\$ 415,156,918.58	\$ 176,099.06
MBS-REMICs	\$ 9,796,344.36	\$ 9,796,344.36	\$ 10,300,100.47	\$ 45,137.86
Debentures	\$ 8,282,110,048.05	\$ 8,280,101,970.26	\$ 8,281,132,440.00	\$ 8,929,046.90
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 1,200,000,000.00	\$ 1,200,000,000.00	\$ 1,195,687,000.00	\$ 702,556.00
Discount Notes	\$ 13,645,696,356.89	\$ 13,648,451,333.41	\$ 13,648,151,500.00	NA
Supranational Debentures	\$ 1,722,279,377.00	\$ 1,720,729,724.23	\$ 1,717,313,000.00	\$ 6,202,432.50
Supranational Debentures FR	\$ 200,017,292.86	\$ 200,017,292.86	\$ 200,033,795.26	\$ 61,051.14
CDs and YCDs FR	\$ 300,000,000.00	\$ 300,000,000.00	\$ 300,006,000.00	\$ 24,826.42
Bank Notes	\$ 50,000,000.00	\$ 50,000,000.00	\$ 49,953,561.76	\$ 3,750.00
CDs and YCDs	\$ 15,900,000,000.00	\$ 15,900,000,000.00	\$ 15,899,536,577.56	\$ 8,607,166.69
Commercial Paper	\$ 11,092,885,288.85	\$ 11,097,548,301.35	\$ 11,098,048,565.20	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 112,891,605.90	\$ 112,076,612.84	\$ 111,548,800.00	\$ 999,562.40
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 3,935,500,000.00	\$ 3,935,500,000.00	\$ 3,935,500,000.00	NA
PMIA & GF Loans	\$ 725,276,000.00	\$ 725,276,000.00	\$ 725,276,000.00	NA
TOTAL	\$ 193,317,608,617.22	\$ 193,304,977,285.16	\$ 193,321,015,758.83	\$ 142,475,005.97

Fair Value Including Accrued Interest

\$ 193,463,490,764.80

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.00008297). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,001,659.40 or \$20,000,000.00 x 1.00008297.



BETTY T. YEE
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name

NATIONAL CITY

As of 07/15/2021, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2021.

Earnings Ratio		.00000897371743018
Interest Rate		0.33%
Dollar Day Total	\$	1,347,205,103.97
Quarter End Principal Balance	\$	21,475,975.97
Quarterly Interest Earned	\$	12,089.44

The following page(s) contain the backup material for Agenda Item: Warrant Register #1 for the period of 6/30/21 through 7/6/21 in the amount of \$1,458,359.66. (Finance)
Please scroll down to view the backup material.

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

MEETING DATE: August 17, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #1 for the period of 6/30/21 through 7/6/21 in the amount of \$1,458,359.66. (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 6/30/21 - 7/6/21. 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>
Innovative Construction	353708	88,101.50	Roosevelt Ave Corridor Smart Grwth
STC Traffic	353738	63,385.59	CIP 19-22 HSIP City Pjct Left Turn

FINANCIAL STATEMENT:

APPROVED: _____



FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$1,458,359.66.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,458,359.66.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 1



WARRANT REGISTER # 1
7/6/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - JULY 2021	353598	7/1/21	110.00
BEARD	RETIREE HEALTH BENEFITS - JULY 2021	353599	7/1/21	70.00
BECK	RETIREE HEALTH BENEFITS - JULY 2021	353600	7/1/21	140.00
BISHOP	RETIREE HEALTH BENEFITS - JULY 2021	353601	7/1/21	110.00
BOEGLER	RETIREE HEALTH BENEFITS - JULY 2021	353602	7/1/21	260.00
BULL	RETIREE HEALTH BENEFITS - JULY 2021	353603	7/1/21	580.00
CAMEON	RETIREE HEALTH BENEFITS - JULY 2021	353604	7/1/21	400.00
CARRILLO	RETIREE HEALTH BENEFITS - JULY 2021	353605	7/1/21	290.00
COLE	RETIREE HEALTH BENEFITS - JULY 2021	353606	7/1/21	165.00
COLLINSON	RETIREE HEALTH BENEFITS - JULY 2021	353607	7/1/21	420.00
CONDON	RETIREE HEALTH BENEFITS - JULY 2021	353608	7/1/21	280.00
CORDERO	RETIREE HEALTH BENEFITS - JULY 2021	353609	7/1/21	520.00
DALLA	RETIREE HEALTH BENEFITS - JULY 2021	353610	7/1/21	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - JULY 2021	353611	7/1/21	250.00
DEESE	RETIREE HEALTH BENEFITS - JULY 2021	353612	7/1/21	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - JULY 2021	353613	7/1/21	110.00
DIAZ	RETIREE HEALTH BENEFITS - JULY 2021	353614	7/1/21	680.00
DILLARD	RETIREE HEALTH BENEFITS - JULY 2021	353615	7/1/21	480.00
DREDGE	RETIREE HEALTH BENEFITS - JULY 2021	353616	7/1/21	250.00
EISER III	RETIREE HEALTH BENEFITS - JULY 2021	353617	7/1/21	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - JULY 2021	353618	7/1/21	620.00
ETZLER	RETIREE HEALTH BENEFITS - JULY 2021	353619	7/1/21	460.00
FABINSKI	RETIREE HEALTH BENEFITS - JULY 2021	353620	7/1/21	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - JULY 2021	353621	7/1/21	270.00
FIFIELD	RETIREE HEALTH BENEFITS - JULY 2021	353622	7/1/21	540.00
GAUT	RETIREE HEALTH BENEFITS - JULY 2021	353623	7/1/21	700.00
GELSKEY	RETIREE HEALTH BENEFITS - JULY 2021	353624	7/1/21	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - JULY 2021	353625	7/1/21	120.00
GONZALES	RETIREE HEALTH BENEFITS - JULY 2021	353626	7/1/21	480.00
HANSON	RETIREE HEALTH BENEFITS - JULY 2021	353627	7/1/21	135.00
HARLAN	RETIREE HEALTH BENEFITS - JULY 2021	353628	7/1/21	500.00
HAUG	RETIREE HEALTH BENEFITS - JULY 2021	353629	7/1/21	120.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JULY 2021	353630	7/1/21	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JULY 2021	353631	7/1/21	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JULY 2021	353633	7/1/21	400.00
HODGES	RETIREE HEALTH BENEFITS - JULY 2021	353634	7/1/21	200.00
IBARRA	RETIREE HEALTH BENEFITS - JULY 2021	353635	7/1/21	780.00
JONES	RETIREE HEALTH BENEFITS - JULY 2021	353637	7/1/21	60.00
JONES	RETIREE HEALTH BENEFITS - JULY 2021	353638	7/1/21	480.00
JUNIEL	RETIREE HEALTH BENEFITS - JULY 2021	353639	7/1/21	50.00
KIMBLE	RETIREE HEALTH BENEFITS - JULY 2021	353640	7/1/21	300.00
KLOS	RETIREE HEALTH BENEFITS - JULY 2021	353641	7/1/21	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - JULY 2021	353642	7/1/21	660.00
LEACH	RETIREE HEALTH BENEFITS - JULY 2021	353643	7/1/21	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - JULY 2021	353644	7/1/21	160.00
MATIENZO	RETIREE HEALTH BENEFITS - JULY 2021	353645	7/1/21	100.00
MCCABE	RETIREE HEALTH BENEFITS - JULY 2021	353646	7/1/21	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - JULY 2021	353647	7/1/21	290.00



MEDINA	RETIREE HEALTH BENEFITS - JULY 2021	353648	7/1/21	105.00
MEEKS	RETIREE HEALTH BENEFITS - JULY 2021	353649	7/1/21	460.00
MENDOZA	RETIREE HEALTH BENEFITS - JULY 2021	353650	7/1/21	290.00
MINER	RETIREE HEALTH BENEFITS - JULY 2021	353651	7/1/21	580.00
MORRISON	RETIREE HEALTH BENEFITS - JULY 2021	353653	7/1/21	520.00
NAGLE	RETIREE HEALTH BENEFITS - JULY 2021	353654	7/1/21	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - JULY 2021	353655	7/1/21	120.00
OLIVARES	RETIREE HEALTH BENEFITS - JULY 2021	353656	7/1/21	280.00
OLIVERIA	RETIREE HEALTH BENEFITS - JULY 2021	353657	7/1/21	360.00
PAUU JR	RETIREE HEALTH BENEFITS - JULY 2021	353658	7/1/21	340.00
PE	RETIREE HEALTH BENEFITS - JULY 2021	353659	7/1/21	300.00
PEASE JR	RETIREE HEALTH BENEFITS - JULY 2021	353660	7/1/21	140.00
PETERS	RETIREE HEALTH BENEFITS - JULY 2021	353661	7/1/21	290.00
POST	RETIREE HEALTH BENEFITS - JULY 2021	353663	7/1/21	280.00
RAY	RETIREE HEALTH BENEFITS - JULY 2021	353665	7/1/21	190.00
ROARK	RETIREE HEALTH BENEFITS - JULY 2021	353666	7/1/21	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - JULY 2021	353667	7/1/21	260.00
RUIZ	RETIREE HEALTH BENEFITS - JULY 2021	353668	7/1/21	310.00
SAINZ	RETIREE HEALTH BENEFITS - JULY 2021	353669	7/1/21	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - JULY 2021	353670	7/1/21	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - JULY 2021	353671	7/1/21	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - JULY 2021	353672	7/1/21	480.00
SILVA	RETIREE HEALTH BENEFITS - JULY 2021	353673	7/1/21	580.00
SMITH	RETIREE HEALTH BENEFITS - JULY 2021	353674	7/1/21	320.00
SMITH	RETIREE HEALTH BENEFITS - JULY 2021	353675	7/1/21	560.00
STEWART	RETIREE HEALTH BENEFITS - JULY 2021	353677	7/1/21	200.00
STRASEN	RETIREE HEALTH BENEFITS - JULY 2021	353678	7/1/21	135.00
TIPTON	RETIREE HEALTH BENEFITS - JULY 2021	353679	7/1/21	250.00
VERRY	RETIREE HEALTH BENEFITS - JULY 2021	353681	7/1/21	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - JULY 2021	353682	7/1/21	480.00
WHITE	RETIREE HEALTH BENEFITS - JULY 2021	353683	7/1/21	230.00
YBARRA	RETIREE HEALTH BENEFITS - JULY 2021	353684	7/1/21	220.00

RETIREE HEALTH PAYMENTS

27,270.00

ADVANCED COMBAT EVOLUTIONS	TRAINING TUITION TACTICAL MISSION PLANNING / PD	353597	7/1/21	996.00
ICMA MEMBERSHIP RENEWALS	MEMBERSHIP DUES- BRAD RAULSTON JULY 1,2021	353636	7/1/21	1,400.00
MORALES	GOLF COURSE LEASE PAYMENT FY 22	353652	7/1/21	2,000.00
PIERSON	TRAINING ADV SUB	353662	7/1/21	495.00
RAMIREZ	TRAINING ADV SUB SLI 7 RAMIREZ	353664	7/1/21	422.70
SPRINGER	TRAINING ADV SLI 2 SPRINGER	353676	7/1/21	396.68
TRAINING INNOVATIONS INC	TRAINING TMS	353680	7/1/21	750.00
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORCT MN NAVY PANTS FY21/FIRE	353685	7/6/21	172.34
AED BRANDS, LLC	CARDIAC SCIENCE POWERHEART G3/ FIRE	353686	7/6/21	719.00
AMR	DEDICATED INFECTIOUS CONTROL O / FIRE	353687	7/6/21	350.00
APTUS COURT REPORTING, LLC	LIABILITY CLAIM COST	353688	7/6/21	790.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	353689	7/6/21	783.30
AZTECA SYSTEMS LLC	WEB BASED PROGRAM FOR WORK ORDERS	353692	7/6/21	700.00
BIT PROS INC	LABOR~ / FIRE	353693	7/6/21	2,580.81
BOB MURRAY & ASSOCIATES	PROFESSIONAL SERVICES-EXECUTIVE SEARCH	353694	7/6/21	2,751.83
BROWDER	TRAINING AVD SUB	353695	7/6/21	819.43
CALIFORNIA ASSOCIATION OF CODE	CACEO WEBINAR / NSD	353696	7/6/21	75.00
CALIFORNIA POLICE CHIEFS ASSOC	TRAINING TUITION WLLI / PD	353697	7/6/21	750.00
CALPELRA	2021 CALPELRA ANNUAL TRAINING CONFERENCE	353698	7/6/21	1,090.00



CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE FOR APRIL 2021	353699	7/6/21	1,741.60
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	353700	7/6/21	174.00
CURVATURE INC	SOFTWARE / MIS	353701	7/6/21	1,669.92
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21	353702	7/6/21	2,939.63
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY 2021	353703	7/6/21	9,661.70
ESGIL CORPORATION	PLAN CHECKS FOR FIRE DEPARTMENT FOR FY21	353704	7/6/21	1,928.40
GOVCONNECTION INC	VMWARE VSPHERE 7	353705	7/6/21	23,381.74
GOVCONNECTION INC	IPAD 10.2" 128GB WIFI	353706	7/6/21	11,719.23
HANDY METAL MART	10-552- 1X1-1/2X.063 TUBING /FIRE	353707	7/6/21	612.49
INNOVATIVE CONSTRUCTION	ROOSEVELT AVE CORRIDOR SMART GROWTH	353708	7/6/21	88,101.50
JANI-KING OF CALIFORNIA INC	COVID-19 JANITORIAL CLEANING SERVICES	353709	7/6/21	5,500.00
JJJ ENTERPRISES	CIP 21-09 FIRE ALARM INSTALL - ENG/PW	353710	7/6/21	40,036.00
KETCHUM MFG CO INC	DOG LICENSE TAGS	353711	7/6/21	246.40
KREISBERG LAW FIRM	LEGAL SERVICES	353713	7/6/21	4,000.00
KTUA	ROOSEVELT AVE SMART GROWTH - ENG/PW	353714	7/6/21	2,483.25
LEGAL FILES SOFTWARE, INC.	LEGAL FILES DOCUMENT MANAGEMENT SOFTWARE	353715	7/6/21	18,734.00
OFFICE SOLUTIONS BUSINESS	ALERA CHAIR, FOR FINANCE	353717	7/6/21	462.13
PORTILLO CONCRETE INC	EUCLID AVENUE BICYCLE AND PEDESTRIAN	353718	7/6/21	15,166.82
PRO BUILD COMPANY	MOP 45707. PARKS SUPPLIES	353719	7/6/21	740.23
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY EMPLOYEE - ADMIN ASSISTANT	353720	7/6/21	1,368.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 PUBLIC WORKS SUPPLIES	353721	7/6/21	132.27
RAMIREZ	POST AVD SLI 8	353722	7/6/21	422.70
RMG COMMUNICATIONS	RMG COMMUNICATIONS- JUNE SERVICES	353723	7/6/21	5,160.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION	353724	7/6/21	23.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT SPRIGER	353725	7/6/21	23.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT FOR STEVENS	353726	7/6/21	23.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION LIDAR	353727	7/6/21	18.40
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	353728	7/6/21	32,227.87
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY21	353729	7/6/21	3,200.24
SMART & FINAL	CDBG TEEN SNACKS	353730	7/6/21	808.17
SOSA	TRAINING ADV SUB WLLI SOSA	353731	7/6/21	562.29
SPRINGER	TRAINING ADV SLI 3 SPRINGER	353732	7/6/21	396.68
SPRINGER	TRAINING POST ADV SLI 4	353733	7/6/21	396.68
SPRINGER	TRAINING ADV SUB 5 SLI	353734	7/6/21	396.68
SPRINGER	TRAINING ADV SLI 7	353735	7/6/21	396.68
SPRINGER	TRAINING ADV SLI 8	353736	7/6/21	396.68
STAPLES BUSINESS ADVANTAGE	MISS NATIONAL CITY JUDGING TABLES	353737	7/6/21	372.91
STC TRAFFIC	CIP 19-22 HSIP CITY PROTECT LEFT TURN	353738	7/6/21	63,385.59
SWEETWATER AUTHORITY	WATER BILL – WASTEWATER FY 2021	353739	7/6/21	27.96
TELLEZ	TRAINING ADV SUB IACP	353740	7/6/21	1,039.20
T'S & SIGNS	LITTLE PATRIOTS PRINT MARKETING (FLYERS) CSD	353741	7/6/21	688.39
U S BANK	PD TRAINING CREDIT CARD	353742	7/6/21	8,627.54
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2021	353743	7/6/21	487.18
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	353744	7/6/21	8,596.82
VIDEO TRACK LLC	LIABILITY CLAIM COST	353745	7/6/21	4,495.00
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 21	353746	7/6/21	296.31
WILLY'S ELECTRONIC SUPPLY	MOP 45763- ELECTRICAL SUPPLIES, OES/FIRE	353747	7/6/21	65.04

A/P Total 408,645.41

SECTION 8 HAPS

Start Date

6/28/2021

End Date

7/6/2021

1,049,714.25

GRAND TOTAL

\$ 1,458,359.66

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.



MOLLY BRENNAN, 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 17th OF AUGUST, 2021.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #2 for the period of 7/7/21 through 7/13/21 in the amount of \$1,643,847.55. (Finance)
Please scroll down to view the backup material.

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

MEETING DATE: August 17, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #2 for the period of 7/7/21 through 7/13/21 in the amount of \$1,643,847.55. (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 7/7/21 - 7/13/21. 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>
PRISM	353788	194,860.00	Excess Worker's Compensation Insurance
Public Emp Ret System	70821	264,053.39	Svc Period 6/15/21 – 6/28/21

FINANCIAL STATEMENT:

APPROVED: _____



FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$1,643,847.55.

ENVIRONMENTAL REVIEW:

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

ORDINANCE:

INTRODUCTION

FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,643,847.55.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 2



WARRANT REGISTER # 2
7/13/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CORDOVA	CACEO SEMINAR REIMBURSEMENT / NSD	353748	7/13/21	314.95
GAYLORD TEXAN	HOTEL PARKING INDUSTRY EXPO / NSD	353749	7/13/21	776.31
NAVRAI INC DBA STARDUST INN	HOUSING RELOCATION / RODNEY ADAMS	353750	7/13/21	7,979.43
PROPPS	REIMBURSEMENT - TRAINING / NSD	353752	7/13/21	375.28
WATSON	CACEO SEMNAR REIMBURSEMENT WATSON / NSD	353753	7/13/21	1,237.78
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORRECT MN NAVY PANTS FY21/FIRE	353754	7/13/21	2,623.45
ACRO INSTRUMENT CO	REPAIR AND CALIBRATION /FIRE	353755	7/13/21	325.00
ADDICTION MEDICINE	DOT DRUG & ALCOHOL TESTING PROGRAM 2021	353756	7/13/21	1,400.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - JULY	353757	7/13/21	1,002.40
C A P F	JULY 2021 - FIRE LTD	353758	7/13/21	1,150.50
CALIFORNIA HOMICIDE	TRAINING CHIA TUITION	353759	7/13/21	1,596.00
CALIFORNIA LAW ENFORCEMENT	JULY 2021 - PD LTD	353760	7/13/21	2,058.00
CARDOZA	TRAINING ADV LDG CHIA	353761	7/13/21	800.00
CEB	CEB PUBLICATION / CAO	353762	7/13/21	693.00
CORDOVA	REIMBURSEMENT CORDOVA / NSD	353763	7/13/21	48.83
COUNTY OF SAN DIEGO	LAFCO BILLING FOR FY 21-22	353764	7/13/21	22,297.49
CPCA	TRAINING TUITON AHERNZ / PD	353765	7/13/21	475.00
CXTEC	CP-7821-K9	353766	7/13/21	1,829.51
CXTEC	OUT OF STATE TAXES	353767	7/13/21	160.08
DELGADO	EMPLOYEE REIMBURSEMENT FOR CASA DE SALUD	353768	7/13/21	538.50
DELTA DENTAL	JULY 2021 - GRP#05-0908600000	353769	7/13/21	15,085.27
DELTA DENTAL	JULY 2021 - GRP #05-0908601002	353770	7/13/21	134.71
DELTA DENTAL INSURANCE CO	JULY 2021 - GRP #05-7029600000 PMI DENTA	353771	7/13/21	2,498.10
DELTA DENTAL INSURANCE CO	JULY 2021 - GRP #05-7029600002	353772	7/13/21	16.50
DEPARTMENT OF TOXIC SUBSTANCES	NC PUBLIC WORKS YARD PROJECT CODE 401294	353773	7/13/21	1,490.57
D-MAX ENGINEERING INC	T&A 90479 - 3120 E. 2ND ST - ENG/PW	353774	7/13/21	6,894.14
EXPERIAN	CREDIT CHECKS	353775	7/13/21	27.48
FEDEX	FEDEX SERVICES FOR SUBORDINATION AGREEMENT	353776	7/13/21	25.20
FON JON PET CARE CENTER	K9 BOARDING	353777	7/13/21	3,269.00
GATES PLANNING STRATEGIES	GATES PLANNING STRATEGIES CONSULTING SRVCS	353778	7/13/21	6,450.00
GRAINGER	LITTLE PATRIOTS CAMP STORAGE TUBS	353779	7/13/21	98.91
KNOX SERVICES	KNOX ATTORNEY SERVICES / CAO	353780	7/13/21	271.70
MAN K9 INC	MONTHLY MAINTENANCE	353781	7/13/21	1,120.00
MEYERS, NAVE, RIBACK, SILVER	MEYERS NAVE / CAO	353782	7/13/21	3,322.00
NINYO & MOORE	T&A 90519 - ENG/PW	353783	7/13/21	1,206.15
NV5 INC	VARIOUS T&A - 90413, 90446, 90449 - ENG	353784	7/13/21	764.00
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES / FIRE	353785	7/13/21	193.43
ORTIZ	TRAINING ADV SUB WLLE	353786	7/13/21	562.29
PHILIP E MOSSY	T&A#90129 2700 N.C.B.	353787	7/13/21	5,425.00
PRISM	EXCESS WORKERS' COMPENSATION INSURANCE	353788	7/13/21	194,860.00
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / NSD	353789	7/13/21	328.83
QUIROGA	TRAINING ADV LDG CHIA	353790	7/13/21	800.00
SAN DIEGO COUNTY FIRE CHIEFS	SD COUNTY FIRE CHIEFS ASSO RENWL FY21/22	353791	7/13/21	350.00
SAN DIEGO POLICE EQUIPMENT	VEST CARRIERS RANGE	353792	7/13/21	2,253.30
SAN DIEGO SIGNS AND WRAPS	WALL GRAPHIC / PD	353793	7/13/21	2,987.00
SHANAHAN	TRAINING ADV LDG CHIA	353794	7/13/21	800.00
SHINE SUPPLY	SHIFT, SOLUTION, SHINE GALLON/FIRE	353795	7/13/21	899.25
SHRED IT USA	SHRED SERVICE	353796	7/13/21	121.08



**WARRANT REGISTER # 2
7/13/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PRINTING PD	353797	7/13/21	351.02
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	353798	7/13/21	1,428.32
TECHNOLOGY INTEGRATION GROUP	MIS EQUIP	353799	7/13/21	55.46
THE LINCOLN NATIONAL LIFE INS	GRP#415491 - JULY 2021 LIFE, AD&D, STD	353800	7/13/21	9,489.75
U S BANK	US BANK JUNE 21 STATEMENT - COMMUNITY SVCS	353801	7/13/21	2,343.14
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	353802	7/13/21	304.99
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR ALL FIRE	353803	7/13/21	461.82
WEST PAYMENT CENTER	INVESTIGATIONS WEST / PD	353804	7/13/21	633.22
WILLY'S ELECTRONIC SUPPLY	MOP 00351 EQUIP PD	353805	7/13/21	3.26
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	353806	7/13/21	3,178.31
			A/P Total	318,184.71
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SVC PERIOD 6/15/21 - 6/28/21	70821	7/8/21	264,053.39
PAYROLL				
Pay period	Start Date	End Date	Check Date	
14	6/15/2021	6/28/2021	7/7/2021	1,061,609.45
		GRAND TOTAL		\$ 1,643,847.55

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.



MOLLY BRENNAN, 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 17th OF AUGUST, 2021.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City setting the property tax rate for the Library General Obligation Bonds for fiscal year 2022. The rate remains the same as previous year at 0.59 cent per \$100 of assessed valuation. (Finance)
Please scroll down to view the backup material.

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

MEETING DATE: August 17, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City setting the property tax rate for the Library General Obligation Bonds for fiscal year 2022. The rate remains the same as previous year at 0.59 cent per \$100 of assessed valuation.

PREPARED BY: Rachelle Barrera, Finance Manager

PHONE: 619-336-4331

DEPARTMENT: Finance

APPROVED BY: _____



EXPLANATION:

In the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of general obligation bonds to fund the construction of the new National City Library. In April 2003, the City issued the general obligation bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1st of each of the years 2004 through 2028.

In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego.

Each year, the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For fiscal year 2022, the calculated property tax rate is 0.59 cent per \$100 of assessed value. The total tax rate reduction since fiscal year 2011 is approximately 58.5211%.

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:

Adopt the resolution, setting the property tax rate for the Library General Obligation Bonds for fiscal year 2022 at 0.59 cent per \$100 of assessed valuation, the same rate assessed in fiscal year 2021.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. General Obligation Bond Tax Rate Computation for fiscal year 2022
2. Resolution

**General Obligation Bond Debt Service (Fund 259)
Tax Rate Computation for Fiscal Year 2022**

National City				Fund No.	6065-50
	Rate per	Assessed	FY21/22		
	\$100	Valuation	Est. Revenue	PY Rate Change:	0.8418%
Secured Valuation	0.0058900	4,517,996,243	266,110		
Unsecured Valuation	0.0059400	206,626,014	12,274		
			<hr/>		
			278,384		
HO Exemption		27,844,998			
1 Net Secured Valuation		4,517,996,243	11 Amount to be raised	275,446	
3 Less Delinquency Allowance		-	12 Unsecured HOPTR	-	
4 Net after Delinquency		4,517,996,243	14 Unsecured Delinquency	12,028	
5 Plus HOPTR			15 Less Unsecured		
		27,844,998	Redevelopment Impact	-	
6 Prelim Adj Secured Valuation			16 Amount to be raised by		
		4,545,841,241	Secured Taxes	263,418	
7 Less Redevelopment Impact		-			
8 Adj Sec Valuation Less					
Redevelopment Impact		4,545,841,241			
9 Anticipated Roll Corrections					
			18a Tax rate times #4	261,592	
10 Adj Sec Val for Rate					
Computation		4,545,841,241	18b Tax rate times HOPTR	1,612	
			19 Secured Proof	263,204	
16 Computed Rate (per \$100)		0.00579000	20 Raised by 1/100th mil	4,546	
17 Plus .0001		0.00589000	21,23 Taxes Raised	279,778	

I CERTIFY THAT THE ABOVE COMPUTED RATE + 1/100TH MIL IS A REASONABLE TAX RATE FOR THIS FUND



Rachelle Barrera
Finance Manager

8/9/2021
Date

RESOLUTION NO. 2021 -**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE PROPERTY TAX RATE FOR THE LIBRARY GENERAL OBLIGATION BOND FOR THE FISCAL YEAR 2022 TO 0.59 CENT PER \$100 OF ASSESSED VALUATION**

WHEREAS, in the special municipal election held on March 5, 2002, more than two-thirds of City of National City's ("City") eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Public Library; and

WHEREAS, in April 2003, the City issued the Library General Obligation Bonds in the aggregate principal amount of \$6 million, which mature August 1st of each of the years from 2004 through 2028; and

WHEREAS, in 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment; and

WHEREAS, the amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego; and

WHEREAS, each year, the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness; and

WHEREAS, for Fiscal Year 2022, the calculated property tax rate is 0.59 cents per \$100 of assessed value.

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

Section 1: Authorizes the property tax rate for bonded indebtedness for the Fiscal Year 2022 to remain at 0.59 cents per \$100 (0.0059%) of assessed valuation.

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

Resolution No. 2021 –
Page Two

PASSED and ADOPTED this 17th day of August, 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 National City Age-Friendly Action Plan. (Housing Authority)

Please scroll down to view the backup material.

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

MEETING DATE: August 17, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City adopting the Age-Friendly National City Action Plan.

PREPARED BY: Myra Martinez *MM*
Housing Programs Specialist II

DEPARTMENT: Housing Authority

PHONE: (619) 336-4301

APPROVED BY:



EXPLANATION:

The City of National City launched the Age-Friendly National City project in 2019 through AARP's Livable Communities Initiative, with support from The San Diego Foundation Age-Friendly Communities Program. This initiative is an affiliate of the World Health Organization's Global Network of Age-Friendly States and Communities, an international effort launched in 2006 to help cities and the world prepare for the growing population of older adults. AARP's Network of Age-Friendly Communities target improvements in Domains of Livability that influence older adults' health and quality of life. Over the course of the past 12 months, and with input from the National City residents, the Age-Friendly National City Project Team prepared an Action Plan to make National City a more livable community for all ages.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

This report is informational only, there is no fiscal impact associated with the report.

ENVIRONMENTAL REVIEW:

APPROVED: _____ **MIS**

The Age-Friendly Action Plan is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the National City Age-Friendly Action Plan

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Background
2. Age-Friendly National City Action Plan
3. Resolution

City of National City
August 17, 2021
Staff Report Explanation

Resolution of the City Council of the City of National City adopting the Age-Friendly National City Action Plan

Background

The City of National City launched the Age-Friendly National City project in 2019 through AARP's Livable Communities Initiative, supporting the San Diego Foundation Age-Friendly Communities Program. This initiative is an affiliate of the World Health Organization's (WHO) Global Network of the Age-Friendly States and Communities, an international effort launched in 2006 to help cities prepare for their own and the world prepare for the growing population of older adults. AARP's Network of Age-Friendly Communities targets improved Domains of Livability that influence older adults' health and quality of life. Over the past 12 months, and with input from the National City residents, the Age-Friendly National City Project Team prepared an Action Plan to make National City a more livable community for all ages.

During the baseline assessment phase, residents were asked to complete an online survey of livability perceptions, contribute their input through online engagement tools, and participate in an informational town hall workshop. Results from these activities helped inform the challenges and opportunity areas for livability improvements in National City. This data was compiled and prepared as a Mid-Project Report, made publicly available on February 16, 2021.

The Action Plan was drafted based on input from the community, stakeholders, and City staff to ensure that the Action Plan encapsulates the community's needs and feedback. The Action Plan is designed to meet the needs of all residents of all ages and backgrounds and create a more livable and connected community with the Seven Domains of Livability most relevant to National City, which included:

- **Domain 1: Outdoor Space & Building** – focuses on the availability of safe and accessible public facilities
- **Domain 2: Social & Civic Participation** – focuses on access to leisure and cultural activities, including opportunities for all residents to socialize, engage with their peers, and participate in paid and volunteer activities
- **Domain 3: Community Information** – distribution of information, person-to-person communication, printed information media, access to and use of technology
- **Domain 4: Respect & Social Inclusion** – draws upon the wisdom and experience of older adults, encourages intergenerational and multicultural understanding, works to eliminate ageism, and ensure consistent levels of high-quality service for all ages
- **Domain 5: Housing** – looks at the availability of housing programs and a range of age-friendly housing options to support residents of all ages and income levels
- **Domain 6: Transportation** – focuses on safe and affordable modes of private and public transportation
- **Domain 7: Health & Wellness** – focuses on access to programs that promote wellness and active living

The Project Team worked closely with City staff to finalize the Action Plan for City Council approval and begin implementing programs and policies within the Action Plan. This has resulted in an Action Plan that is not merely a "to-do list" for City staff but rather a template for shared

responsibility and implementation. Appendix “A” lists the Domain-specific implementation tasks of this Action Plan.

Age-Friendly Communities Grant

In December 2020, the City of National City was selected to receive a \$50,000 grant for the Age-Friendly Communities Program Technical Support. This grant was made in support of the City of National City’s development and implementation of the Age-Friendly Action Plan and related activities. This project will consist of eight monthly events held for middle-aged and elderly residents in National City, known as Senior Saturdays. Senior Saturdays will also hold booths and workshops with at least four community-based organizations offering residents resources that address health services, transportation, housing, social participation, and many other resources. In addition, a review of parking lots will be completed to determine the viability of using underutilized parking spaces at Kimball Park for ongoing outdoor intergenerational events. The City has until June 2022 to fulfill the grant requirements.

Document Review

The National City Age-friendly Plan Action Plan will be available to the public on the City of National City Age-Friendly National City webpage at <http://www.nationalcityca.gov/afnc>



From Twinkle to Wrinkle Age-Friendly National City **ACTION PLAN**

August 2021





On behalf of the City of National City, I am very proud to support the Age-Friendly National City initiative and the Action Plan described here. It is a strong, viable plan that will contribute to the quality of life for everyone who lives and works in National City for generations to come.

The Age-Friendly planning team members worked diligently for the past year to create goals and objectives that will improve the health and well-being of our community's residents of all ages. The key to developing this tailored plan was significant resident participation in online surveys, several city boards and commission conversations and action planning sessions, staff participation from all departments, and ongoing assistance from our partners at Circulate San Diego and AARP. The project was supported by a generous grant from The San Diego Foundation.

Special thanks to the Housing Department, who were essential in ensuring the project was relevant, achievable, and honored the history, culture, and vibrancy of National City.

The National City Age-Friendly Action Plan was available for public comment, and the project team reviewed all comments, revised the plan accordingly, and has submitted this Action Plan to the City Council for approval. A recommended three-year implementation phase follows and will culminate in National City becoming certified as an Age-Friendly Community by AARP.

We aim to be a city that meets the challenges and opportunities of an aging population, so all ages can participate in a fulfilling community life and enjoy robust health and well-being.

I truly hope that each and every one of you who live, learn, work, play in National City will join in the process of helping to build an even more Age-Friendly National City.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandra Sotelo-Solis".

Alejandra Sotelo-Solis
 Mayor
 City of National City



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Executive Summary

Age-Friendly National City

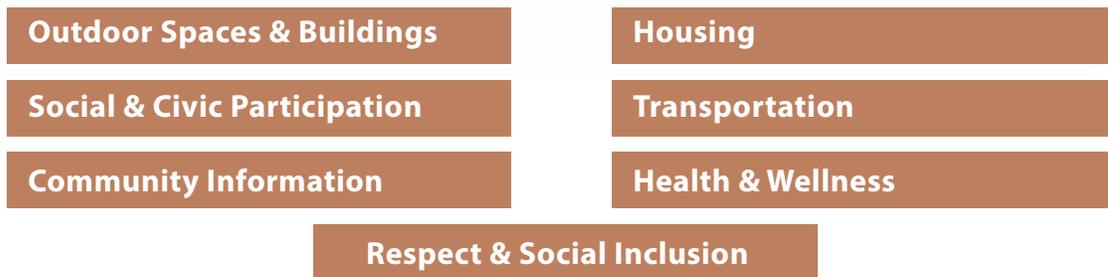
The City of National City launched the Age-Friendly National City project in 2019 through AARP's Livable Communities Initiative, with support from The San Diego Foundation Age-Friendly Communities Program. This initiative is an affiliate of the World Health Organization's Global Network of Age-Friendly States and Communities, an international effort launched in 2006 to help cities prepare for their own and the world's growing population of older adults. AARP's Network of Age-Friendly Communities targets improvements in Domains of Livability that influence the health and quality of life of older adults. Over the course of the past 12 months, and with input from the National City residents, the Age-Friendly National City team has prepared this Action Plan to make National City a more livable community for all ages.





During the baseline assessment phase of the process, residents were asked to complete an online survey of livability perceptions, contribute their input through online engagement tools, and participate in an informational Town Hall workshop. Results from these activities helped inform where challenges and opportunity areas for livability improvements in National City. This data was compiled and prepared as a Mid-Project Report, which was made publicly available on February 16, 2021.

The Age-Friendly National City project team, with support from City staff and resident feedback, determined that the baseline assessment pointed to seven Domains of Livability most relevant to National City:



The Action Plan was drafted based on input received and shared with the community, stakeholders, and City staff to ensure that the Action Plan encapsulates the community's needs and feedback. The Action Plan is designed to meet the needs of all residents, of all ages and backgrounds, and create a more livable and connected community.

The project team worked closely with City staff to finalize the Action Plan for City Council approval and begin steps towards implementing programs and policies within the Action Plan. This has resulted in an Action Plan that is not merely a "to do list" for City staff, but rather a template for shared responsibility and implementation. Appendix A lists the Domain-specific implementation tasks of this Action Plan.

Age-Friendly National City Goals, Objectives, and Actions At-A-Glance



Domain 1: Outdoor Spaces & Buildings

Goals:

1. Provide well-maintained and safe public spaces to all residents across all City-owned facilities.

Objectives/Actions:

- ▶ Inform the public on the progress of policies related to parks and facilities in the General Plan, specifically related to older adults.
- ▶ Equally distribute the availability of open space, public facilities, and community programs.
- ▶ Encourage community-oriented programs that facilitate the routine use of public spaces and these facilities' maintenance.
- ▶ Include more crime prevention strategies for residents and City staff to maintain and design current and future public spaces.



Domain 2: Social & Civic Participation

Goals:

1. Build on and expand opportunities for social participation for all ages.
2. Build capacity for Civic Engagement, Volunteerism, and Employment.

Objectives/Actions:

- ▶ Continue to provide high-quality and diverse activities and events.
- ▶ Increase the visibility of opportunities for social participation.
- ▶ Train and develop additional citizen leaders.
- ▶ Empower residents to work or volunteer as they desire.



Domain 3: Community Information

Goals:

1. Increase public visibility and access of the City's plans, programs, and resources.
2. Maximize the use and impact of technology throughout the City.

Objectives/Actions:

- ▶ Broaden the public's access and visibility by employing a multi-media and multi-level communications approach.
- ▶ Ensure the City's communications strategy uses updated and existing communication tools and methods.



Domain 4: Respect & Social Inclusion

Goals:

1. Increase citywide awareness around the impacts of age, disability, and isolation.
2. Increase social connections to reduce social isolation.

Objectives/Actions:

- ▶ Increase awareness for City staff about respect and inclusion topics.
- ▶ Grow public awareness around respect and inclusion topics.
- ▶ Build neighborhood interactions and connectivity.
- ▶ Combat isolation through citywide programming.



Domain 5: Housing

Goals:

1. Provide safe, affordable housing options to allow for all residents to age in place.
2. Grow the affordable housing stock in National City and expand the alternative living options.

Objectives/Actions:

- ▶ Inform the public on the progress of the Housing Element that relates directly to older adults' concerns.
- ▶ Implement strategies to protect the comfort and safety of all residents in neighborhoods.
- ▶ Promote National City to be a community where people of all ages and backgrounds can live and thrive.
- ▶ Provide more education about affordable housing strategies.
- ▶ Increase the availability of transit-oriented development and housing options within walking distance to community resources.



Domain 6: Transportation

Goals:

1. Provide a greater opportunity for the community to become involved in active transportation planning and the development of improvements.
2. Create a safe and comfortable travel experience for all mode types and for all ages and abilities.
3. Increase information and education about transportation options

Objectives/Actions:

- ▶ Increase education and opportunities for public participation in transportation planning.
- ▶ Inform the public on the Circulation Element's progress that relates directly to older adults' concerns.
- ▶ Create a branding strategy to advertise transportation-related work.
- ▶ Increase City-wide bicycle ridership by providing safe, maintained, and well-connected bicycle facilities throughout the City.
- ▶ Create a more accessible and safe public transportation experience for all residents.
- ▶ Enforce the speeds and behaviors for all roadway users.
- ▶ Apply traffic calming measures to reduce traffic speeds and improve the pedestrian experience.
- ▶ Provide more transportation-specific education through workshops and informational strategies.



Domain 7: Health & Wellness

Goals:

1. Review current health conditions for National City populations to identify areas of concern.
2. Provide health-related programs to expand upon the educational health resources available in National City.

Objectives/Actions:

- ▶ Assess health-related data and make health information available to residents.
- ▶ Inform the public on the Health and Environmental Justice Element progress that relates directly to older adults' concerns.
- ▶ Improve access to health facilities and programs.
- ▶ Provide workshops and classes on healthy lifestyle living, eating, exercise, and mental health.
- ▶ Raise awareness around mental health and the importance of socialization.

This Action Plan outlines the goals and tasks, with implementation timeframes to be accomplished over the next few years by elected officials, municipal staff, city residents, and community partners working together for a common goal of making National City a livable community for all ages. City of National City staff will create an annual progress report and deliver updates to the City Council and AARP in June 2022 and 2023 with a final report in June 2024.



Introduction to the Action Plan

The AARP Network of Age-Friendly States and Communities is the United States affiliate of the World Health Organization's Age-Friendly Cities and Communities Program that was launched in 2006 to help localities prepare for rapid growth of an aging population. Currently, there are 516 AARP Age-Friendly states, territories, counties, and cities/towns. The AARP Network serves as a catalyst to inform, involve, and recognize the successful efforts that make communities livable for residents of all ages, especially older adults.¹

AARP works directly with stakeholders and local governments to promote programs and systems level change to create more livable environments for residents of all ages and abilities. It focuses on actions that foster the full participation of older people in community life and promotes the health and well-being of all ages. National City, California became part of AARP's Network of Age-Friendly States and Communities in 2019 as the 40th city to join the network. By joining this network, National City agreed to explore common challenges across the eight Domains of Livability.

The Social Environment

Social Participation

Respect & Social Inclusion

Civic Participation & Employment

Communication & Information

Community Support & Health Services

The Built Environment

Transportation

Housing

Outdoor Spaces & Buildings



San Diego Association of Governments (SANDAG) recognizes that by 2050 the number of National City residents over 65 will significantly increase, as illustrated below, making livability improvements in National City more important than ever.²

Age	2012 Population	2050 Population	2012 to 2050 % Change
65 to 69	1,648	3,823	132%
70 to 74	1,285	3,521	174%
75 to 79	1,150	3,392	195%
80 to 84	1,085	3,241	199%
85 and over	938	3,208	242%

In an effort to engage residents, community leaders, and staff to review policies and successful programs, the City partnered with The San Diego Foundation, the County of San Diego HHSA, AARP, and Circulate San Diego to develop this Action Plan to create a more Age-Friendly National City.

National City Population Trends

2012

POPULATION
58,967



2020

POPULATION
65,984

6% increase



2035

POPULATION
73,329

18% increase



2050

POPULATION
85,121

16% increase

Community Profile

National City is located in San Diego County, approximately five miles south of downtown San Diego and eleven miles north of the Mexican border. It encompasses 9.2 square miles and is considered almost fully developed. It is bordered by the City of San Diego to the north and east, the San Diego Bay to the west, and the City of Chula Vista to the south.

National City is San Diego County's second oldest city and was incorporated on September 17, 1887. It has a long and rich history. The land that National City now occupies was originally home to the Jamacha Tribe of the Diegueno Indians and was later used by Spanish soldiers to graze horses.³ As of 2019, National City is home to an estimated 61,394 residents.⁴

What is Age-Friendly National City?

Age-Friendly National City is a project through AARP's Livable Communities and States Initiative, with support from The San Diego Foundation Age-Friendly Communities Program. This initiative is an affiliate of the World Health Organization's Global Network of Age-Friendly Cities and Communities and was adapted for National City to meet the needs of the growing population of older adults, while also serving residents of all ages to comfortably live and age in place. National City is the sixth jurisdiction in the San Diego region to become an Age-Friendly Community. Other jurisdictions include the County of San Diego and the cities of Chula Vista, La Mesa, San Diego, and National City.

Existing Building Blocks for Livability

Surveys, public comments, and anecdotal information all attest that National City older adults can identify many ways their livability needs are being met in the community. However, feedback also provides insight into how the community can make improvements to not only support older adults, but residents of all ages.

The Age-Friendly National City project considers and supports the existing values and planning efforts that are already in place and has sought to develop an Action Plan that incorporates, rather than duplicates them. Early in the project, a policy scan was conducted by reviewing fifteen (15) existing city plans and resources to identify what is already in-line with AARP's eight Domains of Livability. Those efforts were further cross referenced to the World Health Organization's *Essential Features of Age-Friendly Cities*. As a result of this process, it became apparent where older adults are specifically considered, and where consideration can be strengthened. These findings helped shape the approach for collecting community input to further assess how the City of National City was serving older adults. Refer to Appendix B for a full copy of the Age-Friendly National City Policy Scan.

“I use a walker and sidewalks are uneven or have potholes, so it is unsafe to walk to the park.”

- Social Pinpoint Resident Input



Outdoor Spaces & Buildings



Social & Civic Participation



Community Information



Respect & Social Inclusion



Housing

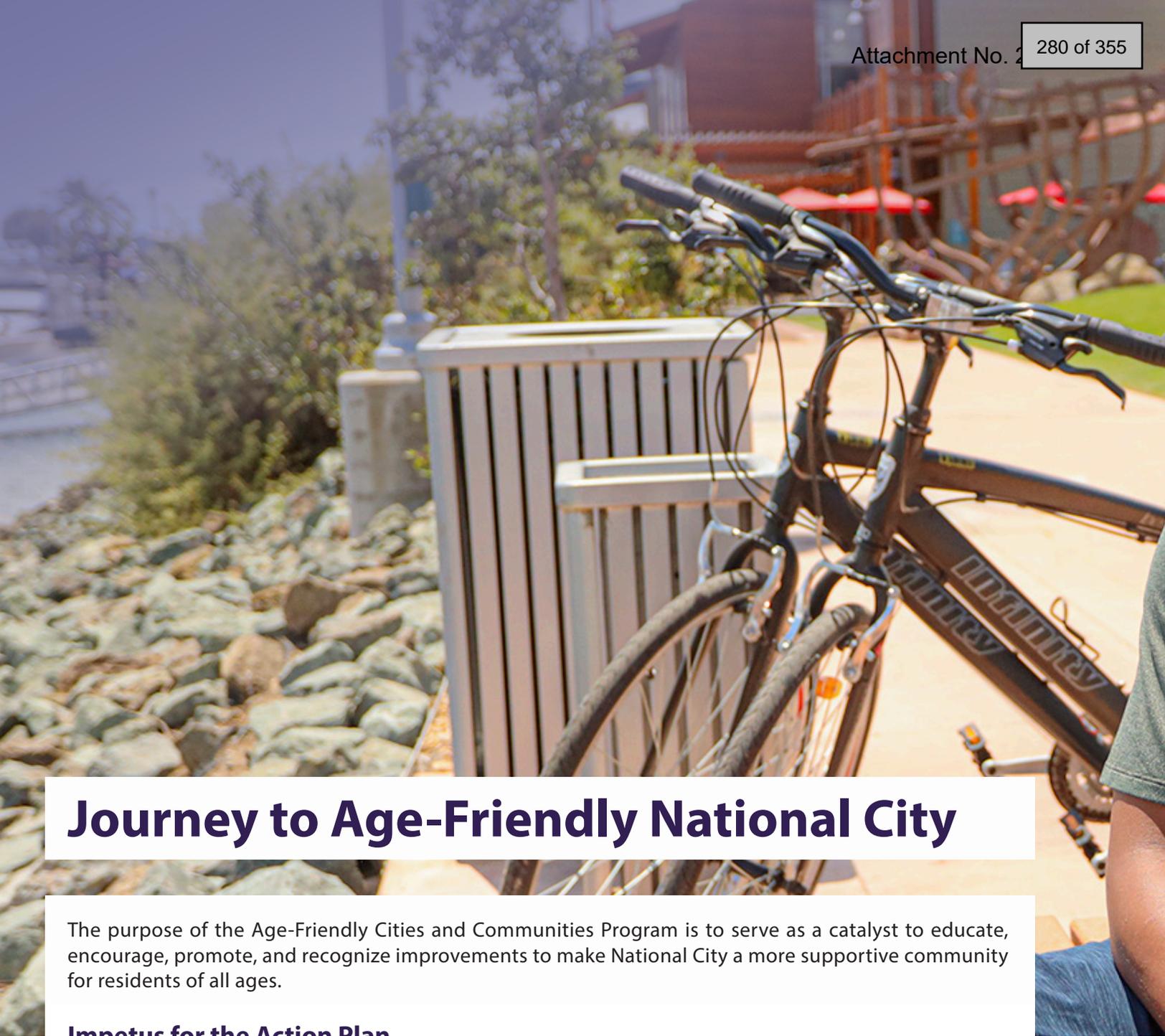


Transportation



Health & Wellness





Journey to Age-Friendly National City

The purpose of the Age-Friendly Cities and Communities Program is to serve as a catalyst to educate, encourage, promote, and recognize improvements to make National City a more supportive community for residents of all ages.

Impetus for the Action Plan

The journey for Age-Friendly National City has been an evolution of key events that have consolidated into the current, on-going effort. The City keeps the health and well-being of National City residents at the forefront of planning decisions, and this process ensures that the older adult population is taken into consideration when decisions are being made.

The City demonstrates policies and programs that align with the Age-Friendly initiative and this Action Plan strengthens those efforts by utilizing existing and proposed policies about older adults to build a more livable city. Livability components include providing a safe and active community; continuing to offer and improve high-quality services and facilities; enhancing recreation and quality of life opportunities; having accessible and convenient mobility options; and providing safe and affordable homes for all current and future residents. National City has demonstrated a commitment to aging in place through the creation of the Park, Recreation, and Senior Citizens' Advisory Committee, which increases representation in city government for older adults, as well as making the commitment to becoming an Age-Friendly Community.



2009 Park, Recreation, and Senior Citizens' Advisory Committee

The Park, Recreation, and Senior Citizens' Advisory Committee advises the City Council upon policy and administrative matters concerning the parks owned and operated by the City and concerning the recreation activities conducted in said parks, and serve in an advisory capacity to the City Council in all matters pertaining to the senior citizens of the City.

2019 National City invited to join Age-Friendly Network

The San Diego Foundation's Age-Friendly Communities Program in partnership with AARP asked National City to join the AARP Network of Age-Friendly Communities.

2020 Age-Friendly Action Planning Process

The National City Age-Friendly Action Planning process began in January of 2020. Due to the COVID-19 epidemic, project outreach was delayed until May 2020. Once outreach picked back up, the project team conducted an inclusive and comprehensive engagement effort, which led to the creation of this Action Plan.

How the Action Plan was Developed

The Age-Friendly National City Action Plan resulted from community and City staff involvement. The Action Plan represents the authentic voice of people who live and work in National City and for whom the actions that result from the plan will make a difference in the quality of life for all ages.

Baseline Assessment

A four-part baseline assessment was conducted to collect quantitative and qualitative data. Components of the baseline assessment included an online survey, online engagement through a tool called Social Pinpoint, one-on-one phone calls, and a virtual Town Hall workshop. A comprehensive summary of information from the baseline assessment period can be viewed within the Mid-Project Report in Appendix C.

Community Survey

For each of AARP's Domains of Livability, specific community characteristics or services were listed and residents were asked to rate how the City of National City is performing currently. Respondents were asked to indicate the importance of the Domains of Livability, as well as their perception of National City's success in providing services within each Domain area. Refer to Appendix D for a comprehensive look at the Community Survey findings.

369 responses were received in August 2020. Seventy percent of the respondents were female and the average age was 71 years old. One third of respondents reside in the Westside/Old Town/Kimball community and 43% selected "Other," meaning that they did not identify with any of the communities listed. Over 71% have an annual income of less than \$50,000, and 27% reported an annual income less than \$10,000. Sixty-one percent of the respondents have lived in National City for more than 15 years, with the range of residence as less than five years to more than 45 years. The percentage of residents who own the rent the home they live in is 54%.

Over 80% of the respondents rated National City as an "excellent," "very good," or good place to live. The online survey was widely advertised through print and digital media. Hard copies of the survey were provided through the AARP and City staff, with participation incentives included. Residents were shared information about the survey through the project webpage, social media, and e-newsletters.

The survey questions were developed by AARP and are based on the Domains of Livability. Typically, there are Eight Domains of Livability, which include Housing, Outdoor Spaces & Buildings, Transportation, Social Participation, Respect & Social Inclusion, Work & Civic Engagement, Communication & Information, and Community and Health Services. Those topics have been included and consolidated into the six topic areas shown below, including an additional topic related to COVID-19. The table below shows a summary of the key themes from each topic area from the survey.

***"Having my family near
is important."***

- Social Pinpoint Resident Input

Domain of Livability	Key Themes
Housing	<ul style="list-style-type: none"> ▶ Housing maintenance and safety ▶ Importance of independent living ▶ Affordability and accessible housing options
Outdoor Spaces & Buildings	<ul style="list-style-type: none"> ▶ Well-maintained public spaces ▶ Improved accessibility of facilities
Transportation	<ul style="list-style-type: none"> ▶ Improved pedestrian infrastructure ▶ Maintained or bettered public transportation services and costs ▶ Convenience and timeliness
Health & Wellness	<ul style="list-style-type: none"> ▶ Improved healthcare options ▶ Affordable health programs ▶ Diverse healthcare staff and services
Social & Civic Participation	<ul style="list-style-type: none"> ▶ Isolation concerns ▶ Need for socialization and programming ▶ Desire for employment and volunteering opportunities
Community Information	<ul style="list-style-type: none"> ▶ Improve accessibility for diverse populations ▶ Maintain or improve access to the internet ▶ Expand information methods to reach more residents
COVID-19*	<ul style="list-style-type: none"> ▶ High concern about COVID-19 ▶ Need for resources and programs ▶ Improved community connections and support

**COVID-19 is not a typical Domain of Livability, but survey questions were added under this category to assess the impacts of the pandemic on livability in National City.*

Social Pinpoint Online Engagement, One-on-One Phone Calls, and the Virtual Town Hall

Residents and leaders were encouraged to participate in the engagement tools through e-newsletters, senior living community outreach and meals programs, school district outreach, information from City leaders, social media, by participating in a Virtual Town Hall via Zoom, and word of mouth. The tool could be accessed through the Age-Friendly National City webpage at: <http://nationalcityca.gov/afnc>.

Social Pinpoint is an online engagement and input tool that makes it easy for community members and stakeholders to provide comments and feedback in a virtual format. The Social Pinpoint tool was chosen for this project because of the onset of COVID-19 restrictions that prevented large groups gatherings. Typically, in-person community workshops would be hosted at locations around the community to collect input from residents, but this was not an option due to the pandemic. Social Pinpoint provided the opportunity to engage community members in a safe and thoughtful manner, while also providing a format that allows residents and stakeholders to participate at any time, at a convenient pace, and with a preferred language.

101 comments have been posted to the Ideas Wall and 12 comments have been posted to the Mapping Tool through the Social Pinpoint online engagement platform, hosted on the project webpage. Paper versions of the online engagement questions were delivered to targeted community locations, and completed forms were collected and inputted into the online platform (these forms have been included in the total counts shown).

To expand upon the outreach efforts done online through Social Pinpoint, phone calls were also made to residents living in Summercrest Apartments in National City to increase accessibility to participate in the project. Residents were provided with a summary about the project and asked questions from the printed questionnaire. City staff and volunteers from AARP had a total of 17 conversations with residents who primarily speak Spanish and Tagalog. All questions were designed in a way to be uploaded and added to the online input tool via the phone call volunteers. Data from these calls have been included in the total count of the online tool participants.

A Virtual Town Hall was held on September 24th (in English and Spanish) to share background information about the project, initial findings from the survey, information about how to use the online input tools, and solicit feedback about how to grow participation for the project. The recording of the Virtual Town Hall can be viewed on the project webpage at: <http://nationalcityca.gov/afnc>.

The data summarized below includes resident feedback on Social pinpoint, which includes input from the printed questionnaires and the One-on-One phone calls.

Typically, there are Eight Domains of Livability, which include Housing, Outdoor Spaces & Buildings, Transportation, Social Participation, Respect & Social Inclusion, Work & Civic Engagement, Communication & Information, and Community and Health Services. Those topics have been included and consolidated into the six topics shown to the right.



Key concepts from the Ideas Wall input included providing housing that is accessible and affordable for all income levels, offering healthy living opportunities, the importance of open space and programming across the community, combating social isolation, and improving the mobility network to offer safe and reliable transportation options.

Participants provided their input on the Mapping Tool based on categories, as shown below. Categories help indicate locations that show good examples of why National City is a community for all ages, locations where there are livability issues and concerns, and locations where residents recommend improvements be made.



In the Mapping Tool, an interactive map allowed participants to drop a pin at an exact location and leave a comment about that location. These comments could be up or down voted by others. Additionally, residents could comment on others' responses, and those items have been included as a sub-bullet.

Key ideas from the Mapping Tool included highlighting Summercrest Apartments and bicycle facilities as existing livability areas in National City, as well as recommendations for where improvements can be made roadway safety for pedestrians and the availability of open space and accessible activities for all ages.

A comprehensive summary of information from the baseline assessment period can be viewed within the Mid-Project Report in Appendix C.

Action Planning

The Age-Friendly National City Action Plan is a document that compiles community input from the baseline assessment period, findings from the policy scan, and resources and guidance from city staff and local partners. The intent of the Action Plan is to have a document with implementable programs and policies that will help create a more vibrant, livable, and age-friendly National City where residents of all ages can live and thrive.

Draft Action Plan and Public Review

The Age-Friendly National City project team, determined that the baseline assessment pointed to seven Domains of Livability most relevant to National City:



There is considerable cross-over and interaction between the domains, and therefore, there will be collaboration between city departments, residents, and community partners to achieve goals outlined within this Action Plan. City staff and the project team developed a draft vision statement, goals, objectives, and actions for each National City domain, based on cumulative input from the community.

The Draft Action Plan was shared with the community and city staff for review and input prior to finalization of the document.

Final Action Plan

The project team worked closely with city staff to integrate input and finalize the Action Plan. The final Action Plan was approved by the City Council on June 15, 2021.

Implementation and Oversight of the Plan

The first step of implementation is for City staff to operationalize key tasks and establish a schedule for planning purposes and accountability. This will include developing an evaluation plan for regular progress reporting by key departments and tracking of metrics, or measures of success. A continuous quality improvement (CQI) process will be applied so that resulting data can be used to direct and improve implementation. An annual progress report will be delivered to the City Council and AARP in June 2022 and 2023 with a final report in June 2024.

“I don't have a car and public transportation is important.”

- Social Pinpoint Resident Input





Domains of Livability for Age-Friendly National City

The Age-Friendly National City Action Plan was developed to increase livability for people of all ages, with particular attention paid to the City's evolving needs of adults over 65 years of age, a rapidly increasing age cohort. The Age-Friendly National City project team gathered data from the community during the baseline assessment period, analyzed data from the AARP Livability Index for National City (2021) and conducted a policy scan of City documents, such as the General Plan (2011).⁵

**Refer to Appendix A for the full Action Plan.*



National City Domains of Livability

The pages that follow lay out the plans in each domain area using the following template:

<i>Domain Definition</i>	Details what this domain is/entails; shared language helps to build shared understanding.
<i>Vision</i>	What is desired to happen/be in place once this plan is complete; describes future aspirations.
<i>What We Heard</i>	Key findings from the baseline assessment survey, community conversations, policy scan and other relevant existing data
<i>What We Know</i>	Key assets that are already in place and available to build on; includes programs, services, City plans and facts (data) regarding the population.
<i>What We Will Do</i>	Goals (what we want to achieve) and objectives (what will result or be in place) for each domain. (Note the associated actions, metrics and timeline are found in Appendix A.)



Domain 1: Outdoor Spaces & Buildings

Outdoor Spaces & Buildings focuses on the availability of safe and accessible public facilities.

Vision

National City provides safe and accessible public buildings and open spaces that offer amenities and resources supportive of healthy living for all ages and abilities.



What We Heard

The Age-Friendly National City team gathered data from the community through a series of community engagement activities and a project survey. Additionally, the team analyzed data from the AARP Livability Index for National City (2021) and conducted a policy scan from adjacent City documents and plans. Through this data collection process, the following themes and issues were identified:

Safety and Accessibility

- ▶ Maintain the safety and accessibility of all parks, buildings, and other public spaces, as well as the access to reach these facilities. (Project Survey)
- ▶ Improve accessibility of all public facilities and programs. (Project Survey)
- ▶ Support neighborhood watch programs to keep all areas of the community safe. (Social Pinpoint)

Amenities

- ▶ Provide well-maintained parks, public areas, sidewalks, and streets across the City so that residents can access and enjoy these facilities within a safe and comfortable walking distance. (Project Survey)
- ▶ Include benches and resting areas in public spaces. (Project Survey)
- ▶ Create more community gathering opportunities for residents of all ages to socialize and live healthy and active lifestyles. (Project Survey, Social Pinpoint)

What We Know

Maintenance and Access

- ▶ Access to safe and cared for open space and public facilities is important to National City residents. Having public amenities within walking distance showcases the City's development of the 10-Minute Neighborhood concept. (Social Pinpoint, One-on-one phone calls)
- ▶ Having resources available helps facilitate a healthy lifestyle, community interaction, and a greater quality of life.

Community Resources

- ▶ Resources available to the public include the National City Public Library, the Kimball Senior Center, and the National City MLK, Jr. Community Center. At these facilities, the City provides programs available to people of all ages. Additional programs and resources will be made available through the Kimball Highland Master Plan project, which will be Integrating intergenerational homes, healthcare, and community amenities in a transit and pedestrian-oriented village in downtown National City.⁶
- ▶ The City manages seven public parks scattered throughout the community, made up of 70.2 acres of public open space and includes access to grassy areas, picnic areas, play courts, and habitat areas.⁷
- ▶ The City manages one public golf course, made up of 44 acres of public open space.
- ▶ The City manages seven recreation and community centers with amenities including indoor gymnasiums, senior resources, community kitchens, and exercise rooms.
- ▶ The National City Feeling Fit Club helps maintain or improve the ability to do daily living tasks while promoting wellness and independence.
- ▶ The National City Community Services Department also provides support to a variety of programs throughout the City, many of which have been suspended due to COVID-19.



Access to Green Space and Public Facilities

- ▶ Providing green spaces offers safe routes for walking and cycling, physical activity, and social interaction. These spaces are also important to mental health. Having access to green spaces and social outlets can reduce health inequalities, improve well-being, and aid in the treatment of mental illness.⁸
- ▶ Expanding and maintaining public facilities and open spaces throughout the community is an important concern for the community. Parks, public facilities, and open space are not equally distributed across the City, inhibiting equity and access.
- ▶ National City has been actively working to improve community open space and buildings as a part of community plans. The 2011 General Plan includes implementable strategies for improved open space, recreation, and civic opportunities throughout the City.

What We Will Do

Through the National City Age-Friendly Initiative, we hope to address identified gaps, ensuring the safety of all residents when using the City's public areas and buildings, as well as addressing accessibility concerns and providing amenities for a more comfortable and enjoyable experience.

Goal 1.1

Provide well-maintained and safe public spaces to all residents across all City-owned facilities.

Objective 1.1.1: Inform the public on the progress of policies related to parks and facilities in the General Plan, specifically related to older adults.

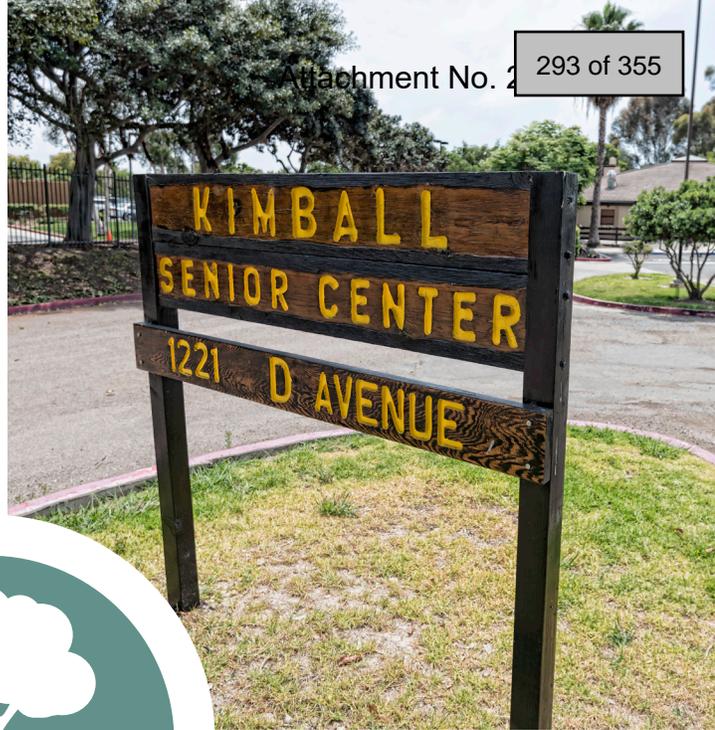
Objective 1.1.2: Equally distribute the availability of open space, public facilities, and community programs.

Objective 1.1.3: Encourage community-oriented programs that facilitate the routine use of public spaces and these facilities' maintenance.

Objective 1.1.4: Include more crime prevention strategies for residents and City staff to maintain and design current and future public spaces.

***“I like going to the park
and going on walks.”***

- Social Pinpoint Resident Input





Domain 2: Social & Civic Participation

Social & Civic Participation focuses on access to leisure and cultural activities, including opportunities for all residents to socialize, engage with their peers, and participate in paid work and volunteer activities.

Vision

National City fosters resident engagement through a range of intergenerational activities, events, civic engagement opportunities, and employment and volunteer positions.



What We Heard

The Age-Friendly National City team gathered data from the community through a series of community engagement activities and a project survey. Additionally, the team analyzed data from the AARP Livability Index for National City (2021) and conducted a policy scan from adjacent City documents and plans. Through this data collection process, the following themes and issues were identified:

Social Interaction

- ▶ When it comes to diversity of activities, residents said that National City could improve at offering programs that involve both younger and older people, as well as cultural activities for diverse populations. (Community Survey)
- ▶ There lack of availability of continuing education classes or social clubs to pursue new interests, hobbies, or passions. (Project Survey)
- ▶ Requests were made for a broader range of programs in all parts of the community. (Social Pinpoint and On-on-One Phone Calls)
- ▶ Residents desire intergenerational programming to accommodate age-specific needs and attract multi-generations.
- ▶ The Kimball Senior Center is a hub for programs and resources, but with limited or suspended programming due to COVID-19, residents desire socialization opportunities.

Civic Engagement and Volunteering

- ▶ Residents desire greater access to volunteering opportunities and participating in decision-making bodies. This includes opportunities for older adults to participate in decision-making bodies, having access to easy-to-find information on local volunteer opportunities, volunteer training opportunities, and transportation to and from volunteer activities. (Project Survey)

Employment Opportunities

- ▶ When it comes to employment and training, respondents rated many services poor or fair. This includes job training opportunities for older adults who want to learn new skills, policies that ensure older adults can continue to have equal opportunities to work, jobs that adapt to meet the needs of people with disabilities, and have a range of flexible job opportunities for older adults. (Project Survey)

What We Know

Social Interaction

- ▶ The Kimball Senior Center, the National City Library, and the Casa de Salud Recreation Center promotes healthy, active aging through creative and extensive programs (e.g., events, day trips, information and referral, health screenings, exercise).
- ▶ The City provides and aspires to provide a range of volunteer and job services (General Plan 2011, Education and Public Participation Element).
- ▶ The City seeks to maintain and improve the Kimball area as a central place for community activities (Kimball



Domain 2: Social & Civic Participation

Highland Master Plan, City Council Presentation, October 20, 2020).

- ▶ The Community Services Department has responsibility for recreational services, educational, social service programs, cultural events, facilities rentals, and some facilities planning. Additional facilities in the area that provide opportunities for recreation and social activities for adults.

Civic Engagement

- ▶ The City of National City has a variety of boards and commissions offering an excellent opportunity for individuals to volunteer their services. Boards and commissions may be fiduciary, regulatory, policy-setting, and/or advisory.⁹
- ▶ The Parks, Recreation, & Senior Citizens Advisory Board is a 7-member advisory board that acts in an advisory capacity to the City Council in matters of policy and administration of city-owned parks and the recreation programs operated within the parks and recreation centers; investigates and reports on related matters as referred by the Council, and submits recommendations to Council on relative subjects which the Board deems important. No position is specified by age, experience, or interest.
- ▶ The City desires to organize Community Councils and Neighborhood Organizing Workgroups (NOWs) for the purpose of involving community members in decision-making and implementation processes. (General Plan 2011, Education and Public Engagement Element, Policy E-7.4)

Work and Volunteer Opportunities

- ▶ National City has a Volunteer Opportunities page on the City’s website under Human Resources, with opportunities for all ages and information about the application process.¹⁰
- ▶ National City includes a Jobs Opportunity page for City-specific employment opportunities, but there is no citywide job board, particularly for older adults or other unique populations.¹¹
- ▶ More residents desire and need to work longer.

What We Will Do

Through the Livable National City Age-Friendly initiative, we hope to build on existing efforts, develop a process to assess and respond to changing needs timely, build capacity for civic engagement, and increase awareness of career and volunteer opportunities within the City.

Goal 2.1
Build on and expand opportunities for social participation for all ages.

Objective 2.1.1: Continue to provide high-quality and diverse activities and events.

Objective 2.1.2: Increase the visibility of opportunities for social participation (Cross-reference Community Information).

Goal 2.2
Build capacity for civic engagement, volunteerism, and employment.

Objective 2.2.1: Train and develop additional citizen leaders.

Objective 2.2.2: Empower residents to work or volunteer as they desire.





Domain 3: Community Information

Community Information is the distribution of information, person-to person communication, printed information, media, access to and use of technology and the internet.

Vision

National City enables residents to be informed about and engaged in community programs, services, and activities through a variety of accessible formats.



What We Heard

The Age-Friendly National City team gathered data from the community through a series of community engagement activities and a project survey. Additionally, the team analyzed data from the AARP Livability Index for National City (2021) and conducted a policy scan from adjacent City documents and plans. Through this data collection process, the following themes and issues were identified:

Usability of Resources

- ▶ Internet competency has increased because of COVID-19 and other online resources and a majority of residents say that they heavily rely on the internet for information and communication. (Project Survey)
- ▶ Information hubs for residents to receive information include from family and friends, the Senior Center, a doctor or health professional, and faith-based organizations. (Project Survey)

Visibility of Information

- ▶ Information outlets and increasing the modes of communication through paper (newspaper, flyers) and online (City's website and social media) was a general theme throughout the community engagement process. While National City has many existing channels for distributing information, identifying untapped communication channels, and making access to information clearer and easier can benefit the City's older adults.
- ▶ Accessibility to information was rated well by residents who participated in the project survey, but improvement suggestions include providing larger lettering and the process for getting information delivered to home-bound residents.
- ▶ Diversity in communication is important because National City is rich in culture and is a multi-lingual community, so continuing to provide informational resources in multiple languages is valued and necessary.
- ▶ Expand topics of information shared with residents to include events, civic updates, and up-to-date community resources. (Social Pinpoint)

What We Know

Usability of Resources

- ▶ The City of National City offers multiple hubs for information dissemination including the National City Library, City facilities, and the City website and social media channels.
- ▶ The National City Library supports lifelong learning and offers resources such as remote activities, adult literacy, computers and Wi-Fi, intergenerational events, and 3D printing.
- ▶ The Kimball Senior Center is an information and activity hub for older adults and a broad range of individual and group services are provided, as well as access to other community resources and agencies serving older adults
- ▶ The City created the Age-Friendly National City webpage (<https://www.nationalcityca.gov/community/age-friendly-national-city>) as the landing page for age-friendly resources.



Domain 3: Community Information

Visibility of Information

- › Social media such as Facebook (over 7,300 followers), Twitter (Over 2,800 followers) and Instagram (over 1,700 followers)
- › National City online newsletter “Nat City News” is an e-newsletter and City Guide
- › National City keeps recordings of City Council and Boards/Committee meetings on the website
- › National City offers multiple e-government tools including and National City Connect (mobile and web application).
- › The quarterly Neighborhood Council Program breakfast meetings are a timely, friendly, and transparent way to get information to and from the public. All meeting topics are driven by resident requests, current events, and a desire by the City to keep residents informed on new programs and upcoming developments.
- › National City provides National City Connect through the National City Facebook page where residents can report location-specific issues such as fire hazards, graffiti, and homeless concerns.
- › Applications, such as Next Door, are used by residents

What We Will Do

Through the Age-Friendly initiative, we hope to address identified gaps, allowing residents of National City to remain informed and engaged while also increasing communication access.

Goal 3.1

Increase public visibility and access of the City’s plans, programs, and resources.

Objective 3.1.1: Broaden the public’s access and visibility by employing a multi-media and multi-level communications approach.

Goal 3.2

Maximize the use and impact of technology throughout the City.

Objective 3.2.1: Ensure the City’s communications strategy uses updated and existing communication tools and methods.

“We would like to know what is going on throughout the City.”

- Social Pinpoint Resident Input



IMPORTANT UPDATES: COVID-19/Coronavirus

The City of National City is here to serve you by appointment only until further notice. Many services are available [online](#). For more details, please visit our [Coronavirus page here](#).

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Services

Community

Doing Business

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Age-Friendly National City

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Age-Friendly National City

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Welcome to the Age-Friendly National City webpage. Age-Friendly National City is a project through AARP's Livable Communities Initiative, with support from The San Diego Foundation Age-Friendly Communities Program. This webpage is used to share information about the project and receive input from the community about ways to increase the livability of National City.

Age-Friendly Livable Community: Well-designed, age-friendly communities foster economic growth and make for happier, healthier residents of all ages.



ABOUT



ENGAGE



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Domain 4: Respect & Social Inclusion

Respect & Social Inclusion draws upon the wisdom and experience of older adults, encourages intergenerational and multicultural understanding, and works to eliminate ageism and ensure consistent levels of high-quality service for all ages.

Vision

National City is inclusive of persons at all life stages and abilities and fosters enhanced awareness and respectful interactions to support full participation in community life.



What We Heard

The Age-Friendly National City team gathered data from the community through a series of community engagement activities and a project survey. Additionally, the team analyzed data from the AARP Livability Index for National City (2021) and conducted a policy scan from adjacent City documents and plans. Through this data collection process, the following themes and issues were identified:

Respect

- ▶ Participants of the Social Pinpoint tool and the One-on-one phone calls often expressed respect as the most important value for older adults

Isolation

- ▶ When it comes to companionship, respondents to the Project Survey said that they experience a lack of companionship, feeling isolated from others, and the feeling of being left out.
- ▶ COVID-19 heightened the feeling of isolation, and it is difficult to have programs and social events canceled or moved online because of the pandemic.
- ▶ Sixty-nine percent of Project Survey respondents said they feel more socially isolated because of Coronavirus, but over 75% of the respondents have used video chat, social media, or a phone to connect with others.
- ▶ Fifty-five percent of survey respondents said that they do not think their community took steps to make it easier for people to gather in public places, such as parks or recreation centers, and still can appropriately social distance from one another.

What We Know

Social Inclusion and Isolation

- ▶ In older adults, loneliness and social isolation are serious public health risks affecting a significant number of people in the United States and putting them at risk for dementia and other serious medical conditions (Centers of Disease Control).¹²
- ▶ Social Isolation Impacts:
 - ▶ Social isolation significantly increased a person's risk of premature death from all causes, a risk that may rival those of smoking, obesity, and physical inactivity.
 - ▶ Social isolation was associated with about a 50% percent increased risk of dementia.
 - ▶ Poor social relationships (characterized by social isolation or loneliness) were associated with a 29% increased risk of heart disease and a 32% increased risk of stroke.
 - ▶ Loneliness was associated with higher rates of depression, anxiety, and suicide.
 - ▶ Loneliness among heart failure patients was associated with a nearly four times increased risk of death, 68% increased risk of hospitalization, and 57% increased risk of emergency department visits.¹³



Domain 4: Respect & Social Inclusion

What We Will Do

Through the Livable National City Age-Friendly initiative, we hope to build on existing efforts, develop a process to assess and respond to changing needs timely, build capacity for the inclusion of all residents in community life, and increase awareness about mental health and isolation within the city.

Goal 4.1

Increase citywide awareness around the impacts of age, disability, and isolation.

Objective 4.1.1: Increase awareness for City staff about respect and inclusion topics.

Objective 4.1.2: Grow public awareness around respect and inclusion topics.

Goal 4.2

Increase social connections to reduce social isolation

Objective 4.2.1: Build neighborhood interactions and connectivity.

Objective 4.2.2: Combat isolation through citywide programming.

“Seniors should be more Included.”

“We need opportunities to participate and know about events happening.”

- Social Pinpoint Resident Input





Domain 5: Housing

Housing looks at the availability of housing programs and a range of age-friendly housing options to support residents of all ages and income levels.

Vision

National City offers safe, affordable, and accessible housing options to allow all residents to age in place and live in a community-oriented environment.



What We Heard

The Age-Friendly National City team gathered data from the community through a series of community engagement activities and a project survey. Additionally, the team analyzed data from the AARP Livability Index for National City (2021) and conducted a policy scan from adjacent City documents and plans. Through this data collection process, the following themes and issues were identified:

Accessibility and Affordability

- ▶ Provide accessible housing that allows residents to age in place as they face physical mobility challenges. (Social Pinpoint, and One-on-one phone calls)
- ▶ It is important to have housing options within walking distance of community resources, such as the grocery store, restaurants, community centers, etc. (Social Pinpoint, and One-on-one phone calls)
- ▶ Provide more affordable living options for older adults who have limited income. (Project Survey)
- ▶ Over half of the Project Survey respondents say that their home does not need any major modifications or changes to stay there as long as possible. However, it was brought up that it is hard to find housing options that are built with amenities like a no-step entrance, wider doorways, and first-floor bedrooms and bathrooms.
- ▶ It is challenging to find affordable housing options for older adults or for those with varying incomes. (Project Survey, Social Pinpoint, and One-on-one phone calls)

Safety and Independence

- ▶ Survey respondents said that the maintenance of homes and properties could be improved.
- ▶ Eighty-seven percent of the survey participants said that it is very important or extremely important to be able to live independently in their own home as they age.
- ▶ In evaluating a resident's desire to stay in National City as they age or to move, the top factors include personal safety or security concerns and having a home that helps them live independently (Project Survey).

What We Know

Population and Housing Need

- ▶ National City had a 2010 population of 58,582.¹⁴
- ▶ The City of National City is currently working on a Housing Element update for 2020 – 2025.
- ▶ The City is over one hundred years old. However, most of it was built between 1940 and 1970. This is reflected by its population growth and the age of its housing.¹⁵
- ▶ National City experienced negligible population growth from 1990 to 2000 and then experienced a 1.8% increase from 2015 to 2019 for a total of 215.6 persons per year.¹⁶
- ▶ The City has approximately 16,658 housing units.¹⁷ The average percent of overcrowding, which represents over one person per room, is 9.2% of the estimated number of occupied housing units in the City, compared to a 4.5% average of overcrowding in the County.¹⁸



Domain 5: Housing

Low Income Housing Options

- ▶ National City, much like other California cities, is facing a housing shortage, and the older adult population is a group that relies heavily on affordable housing options, including senior-specific housing. Based on the HCD Regional Housing Need Determination for the 6th Cycle RHNA, SANDAG has determined through their methodology that the housing unit allocation for National City for the period between June 30, 2020, through April 15, 2029, and National City is allocated 5,437 units.
- ▶ The City includes three “at-risk” low-income rental housing options for a total of 904 units[7]. Affordable multi-family rental project housing is “at-risk” if it is government-subsidized and has the potential to convert to market-rate housing during the next ten years (2021 – 2031). Housing options at-risk are Granger Apartments, Park Villa Apartments, and National City Park Apartments I & II.¹⁹
- ▶ National City’s Housing Authority provides resources and services to residents seeking affordable housing opportunities. Listed below are the resources in National City that accept Housing Choice Vouchers (Section 8) and additional resources such as emergency/transitional housing and shelters for residents seeking housing:
 - ▶ Granger Apartments (Seniors)
 - ▶ InnerCity Manor (Seniors and Persons with Disabilities)
 - ▶ Morgan & Kimball Towers (Seniors & Low-Income Persons)
 - ▶ National City Park Apartments, I & II (Low- to Moderate-Income Persons)
 - ▶ National City Collaborative Family Resource Center (Families)
 - ▶ Paradise Creek Apartments (Low-Income Persons)
 - ▶ Park Villas Apartments (Low-Income Persons, Families, Seniors, and Persons with Disabilities)
 - ▶ Plaza City apartments (Seniors and Persons with Disabilities)
 - ▶ Summercrest Apartments (Families)
 - ▶ T.E.L.A.C.U Southbay Manor Apartments (Seniors)
 - ▶ Temporary Bridge Shelters (Adults, Veterans, Families, and Single Women)
 - ▶ Victorian Heights (Homeless Women and their Children who Experience Domestic Violence)
 - ▶ Vista Del Sol (Low-Income Persons)
- ▶ Proposed Affordable Housing Recourses:
 - ▶ Roosevelt Tower (Very-Low- to Low-Income Persons, Military Families, Mixed-income Families)
 - ▶ Kimball Highland Master Plan (Senior-Housing, Intergenerational Housing)²⁰
- ▶ Housing Element Policy 1.3 says that the City will encourage micro-unit housing and other residential housing models that create economies of scale, shared facilities, and supportive services to help meet the needs of specialized groups, such as the elderly, students, and lower-income. However, there is limited educational and process information about this housing type, which would further expand the City’s affordable housing stock.

Adult Living Facilities

- ▶ In addition to low-income housing options, National City also provides privately owned older adult living facilities for various needs and ability levels. These facilities include senior living centers, respite and memory care centers, and hospice. A certain number of older adults who live in their private residences also depend on local programs to access community resources.



Accessibility of Housing

- ▶ Housing that is accessible to transportation and local resources is important for a thriving, livable community. Much like affordability, access to destinations via walking, transit, and other alternative modes of travel, is highly valued amongst residents when selecting a place to live. This concept also adheres to the 10-Minute Neighborhood concept that the City has been developing.
- ▶ The Housing Element (2021) recognizes these priorities through the implementation of Goal 1: Encourage the development of a diverse housing stock that can meet the needs of National City residents of all ages, abilities, and incomes.²¹

What We Will Do

Through the Livable National City Age-Friendly initiative, we hope to address identified gaps, evaluate the housing options available for older adults and residents of all ages and income levels, and provide safe, affordable, and accessible living opportunities.

Goal 5.1

Provide safe, affordable housing options to allow for all residents to age in place.

Objective 5.1.1: Inform the public on the progress of the Housing Element that relates directly to older adults' concerns.

Objective 5.1.2: Implement strategies to protect the comfort and safety of all residents in neighborhoods.

Objective 5.1.3: Promote National City to be a community where people of all ages and backgrounds can live and thrive.

Goal 5.2

Grow the affordable housing stock in National City and expand the alternative living options.

Objective 5.2.1: Provide more education about affordable housing strategies.

Objective 5.2.2: Increase the availability of transit-oriented development and housing options within walking distance to community resources.





Domain 6: Transportation

Transportation focuses on safe and affordable modes of private and public transportation.

Vision

National City is a community where people of all abilities have access to safe, reliable, and affordable public, private, and alternative transportation options.



What We Heard

The Age-Friendly National City team gathered data from the community through a series of community engagement activities and a project survey. Additionally, the team analyzed data from the AARP Livability Index for National City (2021) and conducted a policy scan from adjacent City documents and plans. Through this data collection process, the following themes and issues were identified:

Safety

- ▶ Enforced speed limits were rated poorly by residents. (Project Survey)
- ▶ Road conditions are bad for vehicles and pedestrians at Grove and Plaza Boulevard because of backed-up traffic. (Social Pinpoint)
- ▶ Overall public transportation is perceived well by residents for accessibility and safety. (Project Survey)

Convenience

- ▶ Sixty percent of the project survey respondents said that they primarily get around by walking, and 43% rely on public transportation.
- ▶ Project survey respondents would like to see more driver education or refresher courses.
- ▶ Better transportation options and programs designed specifically for older adults, especially for older adults who face difficulties using public transportation
- ▶ It is challenging to get to medical appointments without a car or using transit (mostly due to the timeliness of the public transit service). (Social Pinpoint and One-on-one phone calls)
- ▶ The wait time for buses is too long, and buses do not come around frequently enough. (Project Survey)

What We Know

Accessibility and Safety

- ▶ National City is a centrally located community close to Downtown San Diego. Most regions of the County are within a half-hour drive time, and many destinations are easily accessible by the transit system.
- ▶ The City has better than average automobile and public-transit access. Interstate 5 and Interstate 805 cross the city from north to south, and State Route 54 traverses the southern edge of the city. Bus service is available throughout the city via the Metropolitan Transit System (MTS), and light rail service is provided by two San Diego Trolley stations.²²
- ▶ National City is known in the region for hosting the “Mile of Cars.”
- ▶ For older adults, access to alternative transportation provides mobility independence, and a connection to community resources, especially after they are unable to drive.
- ▶ The average speed limit (MPH) on streets and highways is higher at 32.6, compared to the Median US Neighborhood of 28.0 (AARP 2021 Livability Index).
- ▶ National City has a higher rate of households who take walking trips per day (.99) compared to the Median US Neighborhood (.73) (AARP 2021 Livability Index).



Domain 6: Transportation

Alternative Transportation and Plans

- ▶ Alternative transportation modes, like walking, biking, and public transit, expand the mobility options available to residents of all ages and abilities and help build a “complete neighborhood” community. A “complete neighborhood” is an area where residents have safe and convenient access to goods and services they need on a daily or regular basis.²³
- ▶ National City adopted a Bicycle Master Plan in 2010, but there is limited reference to accommodations for older adults or persons with disabilities.
- ▶ National City does not currently have a Pedestrian Master Plan
- ▶ The Climate Action Plan was adopted in 2011 and encourages the improvement of transit, pedestrian, and bicycle conditions to help combat greenhouse gas emissions.
- ▶ In addition to what is included in the 2012 General Plan, these plans illustrate actions being made to provide a more equitable transportation network throughout the City and provide a greater level of mobility access to all residents.
- ▶ National City does not currently have a Vision Zero commitment, which recognizes that everyone has the right to move safely in their community and that system designers and policymakers share the responsibility to ensure safe systems for travel. A Vision Zero commitment would also have co-benefits with the City’s Climate Action Plan.
- ▶ CIP projects that relate to Pedestrian and Bicycle Accessibility include:
 - ▶ INTRA-Connect Plan (2020)
 - ▶ Smart Foundation Plan (2014)
 - ▶ Homefront to Waterfront Study (2020/21)
 - ▶ Americans with Disabilities Act (ADA) Plan (2019)
 - ▶ National City Bike Map (2019)
 - ▶ National City Bicycle Master Plan (2010)²⁴



Image Source: SANDAG



What We Will Do

Through the Livable National City Age-Friendly initiative, we hope to address identified gaps, improve the visibility of transportation policies in City documents, meet the residents' expectations to expand mobility options, and prioritize transportation safety and accessibility across the City.

Goal 6.1

Provide a greater opportunity for the community to become involved in active transportation planning and the development of improvements.

Objective 6.1.1: Increase education and opportunities for public participation in transportation planning.

Objective 6.1.2: Inform the public on the Circulation Element's progress that relates directly to older adults' concerns.

Objective 6.1.3: Establish a communication strategy to advertise transportation-related work.

Goal 6.2

Create a safe and comfortable travel experience for all mode types and for all ages and abilities.

Objective 6.2.1: Increase City-wide bicycle ridership by providing safe, maintained, and well-connected bicycle facilities throughout the City.

Objective 6.2.2: Create a more accessible and safe public transportation experience for all residents.

Objective 6.2.3: Enforce the speeds and behaviors for all roadway users.

Objective 6.2.4: Apply traffic calming measures to reduce traffic speeds and improve the pedestrian experience.

Goal 6.3

Increase information and education about transportation options.

Objective 6.3.1: Provide more transportation-specific education through workshops and informational strategies.





Domain 7: Health & Wellness

Health & Wellness focuses on access to programs that promote wellness and active living.

Vision

National City is a community where residents of all ages can live an active and healthy life while feeling safe and secure.



What We Heard

The Age-Friendly National City team gathered data from the community through a series of community engagement activities and a project survey. Additionally, the team analyzed data from the AARP Livability Index for National City (2021) and conducted a policy scan from adjacent City documents and plans. Through this data collection process, the following themes and issues were identified:

Accessible and Affordable Healthcare Services

- ▶ Overall, residents rated their health as good (38%) or very good (32%) on the Project Survey
- ▶ Forty-eight percent of survey respondents said that having access to better healthcare is a major factor for moving outside of National City
- ▶ It is important to have healthcare providers speak a variety of languages
- ▶ Residents desire healthcare services that are affordable and provide access to a variety of healthcare professionals and specialists
- ▶ Information about healthcare services and where to access services could be improved
- ▶ Improve walkability and safety to reach healthcare services in National City (Social Pinpoint)

Healthy and Active Lifestyle

- ▶ Residents desire affordable health and wellness programs and classes, as well as affordable fitness activities geared towards older adults (Project Survey)
- ▶ Having good health is a priority for residents (One-on-one calls and Social Pinpoint)
- ▶ It is important to have a healthy body to maintain independence, movement and to avoid illness
- ▶ Residents feel healthier when they are around others and able to access open spaces and socialize with others.

What We Know

Delivery of Health and Wellness Services

- ▶ As of 2015, there were 431,699 older adults 65 and over, approximately 13% of the County's population. By 2030, this number is expected to increase to 754,606, over a fifth of the population (21%).²⁵
- ▶ National City has a lower patient satisfaction rate for health care (64.6%) as compared to the Median US Neighborhood (71.3%) (AARP 2021 Livability Index)
- ▶ National City has a lower rate of preventable hospitalization rate (45.8) as compared to the Median US Neighborhood (48.5) (per 1000 patients) (AARP 2021 Livability Index)
- ▶ National City has a higher percentage of residents who live within a half-mile of parks and within a 1 mile of recreational facilities (96.1%) as compared to the Median US Neighborhood (90.7%) (AARP 2021 Livability Index)
- ▶ The social determinants of health impact both the quality and longevity of life.
- ▶ The availability of healthy food options may correlate with higher consumption of fruits and vegetables, which can alleviate the prevalence of excess weight and obesity. Within National City, there are approximately twice as many fast food and convenience stores as general grocery and fruit and vegetable markets.²⁶



Health Conditions

- ▶ National City has worse environmental health conditions when compared to Median US Neighborhoods for regional air quality and near-roadway pollution. On average, the Median US Neighborhood has 5.7 days per year when regional air quality is unhealthy, and National City has 40.7 days. Additionally, 12.7% of National City residents live within 200 meters of a high-traffic road where more than 25,000 vehicles pass per day (AARP 2021 Livability Index)
- ▶ National City has a lower prevalence rate of smoking (13.7%) compared to Median US Neighborhood (20.5%) (AARP 2018 Livability Index).
- ▶ National City has a lower obesity rate (19.0%) as compared to the Median US Neighborhood (28.9%) (AARP 2021 Livability Index)
- ▶ Heart disease is the leading cause of death for both women and men in the United States. According to the County of San Diego Community Health Statistics Unit, in 2005, approximately 4.9% of adults were diagnosed with heart disease in the South Region compared to 5.9% countywide.²⁷ (National City General Plan, Chapter 6 Background Report)
- ▶ In 2007, the percentage of individuals diagnosed with diabetes was higher in the South Region (8.3%) than in the County (6.3%) (County of San Diego Community Health Statistics Unit, 2009). National City had the highest rate of deaths from diabetes in San Diego County (40.1 to 50 deaths per 100,000 population) (National City General Plan, Chapter 6 Background Report)
- ▶ According to the 2018 Life Expectancy Study by the County of San Diego, National City's life expectancy is 78.9 years old, compared to the County expectancy rate of 82.6 years old.²⁸
- ▶ Improved health conditions are closely tied to eliminating inequities in National City. Equity is the absence of avoidable or remediable differences among groups of people, whether those groups are defined socially, economically, demographically, or geographically. Health inequities involve access to the resources needed to improve and maintain health or health outcomes (World Health Organization).²⁹

What We Will Do

Through the Livable National City Age-Friendly initiative, we hope to increase civic engagement, build consensus and identify action steps to highlight the current and projected health and wellness for those who live and work in National City.

Goal 7.1

Review current health conditions for National City populations to identify areas of concern.

Objective 7.1.1: Assess health-related data and make health information available to residents.

Objective 7.1.2: Inform the public on the Health and Environmental Justice Element progress that relates directly to older adults' concerns.

Objective 7.1.3: Improve access to health facilities and programs

Goal 7.2

Provide health-related programs to expand upon the educational health resources available in National City.

Objective 7.2.1: Provide workshops and classes on healthy lifestyle living, eating, exercise, and mental health.

Objective 7.2.2: Raise awareness around mental health and the importance of socialization





Call to Action

This Action Plan outlines the goals and tasks with time frames to be accomplished over the next few years by elected officials, municipal staff, residents, and numerous community partners working together towards making National City a livable community for all ages.

With the approval of the Age-Friendly National City Action Plan, we move from discussing and planning to collaborating and doing. In the coming years, we will address the action steps listed in the Action Plan. City departments and community partners have been identified to work together on the different tasks,



along with residents. The role of City staff and related partners is presented in this Action Plan. Residents of all ages are also called upon to take an active role in helping to shape an Age-Friendly National City.

Please look for project announcements to stay informed and participate. Announcements will be posted online on the City website <https://www.nationalcityca.gov/community/age-friendly-national-city>, via the City's social media outlets, City Hall, the Senior Center, and the Library. If you have recommendations or input, please submit to Housing@nationalcityca.gov

Please share the Age-Friendly National City Action Plan with your family, friends, neighbors, and others. Age-Friendly National City is for all ages and benefits each and every one of us today, tomorrow, and in the years to come.

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Appendices

- Appendix A **Age-Friendly National City Action Plan Implementation Table**
 - Appendix B **Policy Scan**
 - Appendix C **Age-Friendly National City Mid-Project Report**
 - Appendix D **Community Survey Findings**
- Appendix B, C, and D can be found at <http://nationalcityca.gov/afnc>*

National City Age-Friendly Action Plan: Outdoor Spaces & Buildings

Objectives and Specific Action Steps	Metrics/Deliverable (A quantifiable measure that is used to assess the success of the action)	Timeline Short Term (ST) < 1 yr Medium Term (MT) = 2 -3 yrs Long Term (LT) > 3+ yrs	Implementation Partners
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Goal 1.1 Provide well-maintained and safe public spaces to all residents across all City-owned facilities.			
<p>1. Inform the public on the progress of policies related to parks and facilities in the General Plan, specifically related to older adults.</p> <p>a. Provide written and verbal reports on the progress at the Parks, Recreation, & Senior Citizens Advisory Board.</p>	<p>1a. Report and presentation</p>	<p>1a. ST: Quarterly</p>	<p>1a. Comm. Services, PR&SCAB</p>
<p>2. Equally distribute the availability of open space, public facilities, and community programs.</p> <p>a. Conduct an inventory of all public facilities to evaluate if every resident is within a 10-minute walk of a park or open space.</p> <p>b. Continue discussions with the National City School District on the possibility of joint use agreements expand open space availability across the City outside of school hours.</p>	<p>2a. Map and written report with residential walksheds</p> <p>2b. Meet with NCSD and create written agreement on maximum use of school grounds</p>	<p>2a. LT: By 2023 for all residences</p> <p>2b. MT: By 2022</p>	<p>2a. Engineering/PW</p> <p>2b. Comm. Services</p>
<p>3. Encourage community-oriented programs that facilitate the routine use of public spaces and these facilities' maintenance.</p> <p>a. Document accessibility, maintenance, and safety concerns at all parks with community members through National City Connect.</p> <p>b. Provide how-to courses through the Kimball Community Center to use the National City Connect app and web-based platform.</p> <p>c. Partner with local schools to create intergenerational activities that bring students and older adults together to socialize and utilize the parks and recreation centers.</p> <p>d. Offer more programs in parks and open spaces, when possible.</p> <p>e. Create a Senior Saturdays program series at Kimball Park and provide intergenerational activities and resources.</p>	<p>3a. Audit of each park and open space with app and a summary of findings</p> <p>3b. Multilingual workshops for all ages</p> <p>3c. Deployment of In-person/virtual activities</p> <p>3d. Assess current distribution of park/open space activities</p> <p>3e. Pursue grant and deploy event programs</p>	<p>3a. LT: Annually, each park and open space</p> <p>3b. ST: Quarterly, in-person and virtual</p> <p>3c. LT: Annual activity starting in 2022</p> <p>3d. MT: By mid-2022</p> <p>3e. ST: By close of 2021</p>	<p>3a. NCPD, Comm. Services</p> <p>3b. Human Resources, Library</p> <p>3c. NCSD, Comm. Services, Senior living facilities</p> <p>3d. Comm. Services</p> <p>3e. Comm. Services, Housing</p>

<p>4. Include more crime prevention strategies for residents and City staff to maintain and design current and future public spaces.</p> <ul style="list-style-type: none"> a. Provide Crime Prevention Through Environmental Design (CPTED) recommendations and strategies for all parks in the City, current and future. b. Work with the National City Police Department to provide CPTED training to City staff. c. Provide neighborhood watch and safety trainings for residents by partnering with the National City Police Department. 	<p>4a. National City Older Adult Policy</p> <p>4b. Workshop with City staff</p> <p>4c. Community workshops and ongoing communication with NCPD</p>	<p>4a. ST: Annually, when the General Plan progress report is released</p> <p>4b. ST: Annually, EOY</p> <p>4c. MT: Workshop on neighborhood safety every six (6) months, or as requested</p>	<p>4a. NCPD, Comm. Development</p> <p>4b. NCPD, Comm. Development</p> <p>4c. NCPD, Comm. Development</p>
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National City Age-Friendly Action Plan: Social & Civic Participation

Objectives and Specific Action Steps	Metrics/Deliverable (A quantifiable measure that is used to assess the success of the action)	Timeline Short Term (ST) < 1 yr Medium Term (MT) = 2 -3 yrs Long Term (LT) > 3+ yrs	Implementation Partners
Goal 2.1 Build on and expand opportunities for social participation for all ages.			
<p>1. Continue to provide high-quality and diverse activities and events.</p> <ul style="list-style-type: none"> a. Maintain an inventory of existing intergenerational and senior programming. b. Establish a system for continuous quality improvement and use attendance and consumer feedback/input to improve or phase-out activities. c. Build off of the General Plan Goal E-2 and promote college-bound and technical training opportunities for all funding opportunities for all ages. d. Create satellite programs and activity centers at locations across the City to supplement programs at the Kimball Senior Center that not all residents can access. 	<ul style="list-style-type: none"> 1a. Maintain list of programs from 211 and City resources 1b. Offer a satisfaction survey and submittal box 1c. Promote career pathways and funding opportunities 1d. Assess variety of program options and distribute activity locations 	<ul style="list-style-type: none"> 1a. MT: Update monthly and host on a website 1b. LT: At public meetings, MLK, and website 1c. ST: Add to website and post signage at community centers 1d. ST: Annually track event locations and number of participants 	<ul style="list-style-type: none"> 1a. 211, County, Comm. Services 1b. City Mngrs. Office 1c. Comm. Services, local colleges 1d. Comm. Services
<p>2. Increase visibility of opportunities for social participation. (Cross reference Community Information)</p> <ul style="list-style-type: none"> a. Provide the community with information about social and civic participation opportunities using a variety of communication methods. b. Compare results of communication methods to determine relative effectiveness in garnering increased participation. c. Maintain the community calendar hosted on the City's website and cross-promote information on social media and in print. 	<ul style="list-style-type: none"> 2a. Include a digital, print, and social media posts 2b. Create a tracker to compare engagement number across communication methods over the past five (5) years 2c. Create digital webpage calendar with printing capabilities 	<ul style="list-style-type: none"> 2a. ST: For all public postings 2b. MT: By 2022 2c. MT: Update the activities and civic events calendar monthly, print quarterly 	<ul style="list-style-type: none"> 2a. 211, Comm. Services, AARP, City Mngrs. Office 2b. Comm. Services 2c. City Mngrs. Office

Goal 2.2 Build capacity for civic engagement, volunteerism, and employment.			
<p>1. Train and develop additional citizen leaders.</p> <p>a. Maintain and expand intergenerational resident leadership opportunities in partnership with the County of San Diego.</p> <p>b. Establish a mentorship program among residents currently serving on Boards and Commissions and those interested in serving.</p> <p>c. Promote and create transportation options for volunteering as needed.</p> <p>d. Evaluate and increase well-paying job opportunities, specifically for older adults and persons with disabilities.</p> <p>e. Maintain the establishment of Community Councils and Neighborhood Organizing Workgroups (NOWs) for the purpose of involving community members in decision-making and implementation processes.</p> <p>f. Consider two (2) positions on the Parks, Recreation, & Senior Citizens Advisory Board to be specifically for older adult residents and/or persons with disabilities.</p>	<p>1a. MT: Update monthly and host on a website</p> <p>1b. LT: Hosted on committee/commission webpage</p> <p>1c. LT: Digital and print-capable FAQ</p> <p>1d. LT: Digital and print-capable FAQ</p> <p>1e. MT: Provide bi-monthly promotion using diverse mediums</p> <p>1f. MT: Bring up to City Council by 2022</p>	<p>1a. Maintain list of programs from 211, AARP, and the City</p> <p>1b. Create mentorship matching program on committee/ commission webpage</p> <p>1c. Assess transportation options and create FAQ of resources</p> <p>1d. Assess employment options and create specific FAQ of resources</p> <p>1e. Promote NOW program to encourage wider and more diverse participation</p> <p>1f. Evaluate feasibility and interest from Council for up to two (2) positions created in addition to existing positions</p>	<p>1a. 211, County, City Mngrs. Office</p> <p>1b. City Mngrs. Office</p> <p>1c. Comm. Services, Engineering/PW</p> <p>1d. City Mngrs. Office, Comm. Services</p> <p>1e. Comm. Services, City Mngrs. Office</p> <p>1f. City Mngrs. Office, P&RSCAB</p>
<p>2. Empower residents to work or volunteer as they desire.</p> <p>a. Consider a Volunteer and Employment Coordinator position with the City.</p> <p>b. Host employment workshops to help residents of all ages with interview skills, resume suggestions, and navigating an online application.</p> <p>c. Expand awareness about job opportunities and multigenerational workforce opportunities.</p> <p>d. Provide an intergenerational job fair with opportunities available, regardless of age or educational attainment.</p>	<p>2a. MT: By 2022</p> <p>2b. MT: Annually</p> <p>2c. LT: Digital and print-capable FAQ</p> <p>2d. MT: Annually</p>	<p>2a. Evaluate the feasibility of creating a position</p> <p>2b. Workshop on employment for all ages and experience levels</p> <p>2c. Assess employment options and create specific FAQ of resources</p> <p>2d. Host job fair at Kimball Community Center with virtual participation opportunities</p>	<p>2a. City Mngrs. Office</p> <p>2b. Comm. Services, City Mngrs. Office</p> <p>2c. City Mngrs. Office, Comm. Services</p> <p>2d. Comm. Services, City Mngrs. Office</p>

National City Age-Friendly Action Plan: Community Information

Objectives and Specific Action Steps	Metrics/Deliverable (A quantifiable measure that is used to assess the success of the action)	Timeline Short Term (ST) < 1 yr Medium Term (MT) = 2 -3 yrs Long Term (LT) > 3+ yrs	Implementation Partners
Goal 3.1 Increase public visibility and access of the City's plans, programs, and resources.			
<p>1. Broaden the public's access and visibility by employing a multi-media and multi-level communications approach.</p> <ul style="list-style-type: none"> a. Conduct a public information assessment to determine existing communication channels and residents' preferences for receiving community information. b. Provide communication counseling and training for City officials and staff interacting with the public. c. Enlist volunteers to help reach populations by canvassing neighborhoods. (<i>Crossover with Social and Civic Engagement</i>) d. Offer live coverage of City Council meetings through the website and Facebook Live. e. Improve centralized sources as "one stop" for information about volunteer and decision-making opportunities. f. Create automated community information sources that are easy to understand and clearly displayed with large lettering. g. Ensure community information is delivered in-person to homebound residents. 	<ul style="list-style-type: none"> 1a. Send out a citywide mailer with paid response postage and an incentive for participating 1b. Invite expert to training 1c. Host a canvassing volunteer sign-up MLK and Library 1d. Host streaming service and set-up Facebook live streaming 1e. Promote the Library and Kimball Community Center as the resource/information hubs 1f. Establish a messaging system and maintenance strategy to address community needs 1g. Partner with the Nutrition Center to send out information to home-bound residents 	<ul style="list-style-type: none"> 1a. MT: Coincide with other planning efforts 1b. MT: Annually 1c. MT: By beginning of 2022 1d. MT: By 2022 1e. ST: By end of 2021 1f. MT: By 2022 1g. MT: By end of 2022 	<ul style="list-style-type: none"> 1a. City Mngrs. Office 1b. City Mngrs. Office 1c. Comm. Services 1d. City Mngrs. Office 1e. Library, Comm. Services 1f. City Mngrs. Office, Library 1g. Nutrition Center, City Mngrs. Office

Goal 3.2 Maximize the use and impact of technology throughout the City.		
<p>1. Ensure the City's communications strategy uses updated and existing communication tools and methods.</p> <p>a. Conduct an internal communications audit to determine what is missing or outdated.</p> <p>b. Maintain and grow the Age Friendly National City webpage to include links to City of National City tools and other websites that serve as resources for older adults.</p> <p>c. Provide educational opportunities to residents that remove barriers to the digital divide.</p> <p>d. Ensure the City communications meet ADA requirements.</p> <p>e. Expand accessibility of digital resources on the National City webpage by integrating a language selection widget and a text size option menu.</p> <p>f. Create a Marketing and Communications Plan to help reach targeted populations and provide awareness training to City staff.</p>	<p>1a. Audit of internal and external communication tools and outcomes</p> <p>1b. Ensure content is accurate, current, and accessible in the webpage platform</p> <p>1c. Expand the number of digital education training offered</p> <p>1d. Internal audit of accessibility</p> <p>1e. Add lettering size widget to website and all future web-based programs</p> <p>1f. Complete Plan with consultant</p>	<p>1a. MT: Coincide with Communication Plan</p> <p>1b. ST: Review/update quarterly</p> <p>1c. LT: Quarterly</p> <p>1d. ST: By 2021</p> <p>1e. MT: By 2022</p> <p>1f. ST: On-going, complete by 2022</p>
		<p>1a. City Mngrs. Office</p> <p>1b. Housing, City Mngrs. Office</p> <p>1c. AARP, Comm. Services, Library</p> <p>1d. ADA Coordinator, City Mngrs. Office</p> <p>1e. ADA Coordinator, City Mngrs. Office</p> <p>1f. City Mngrs. Office</p>

National City Age-Friendly Action Plan: Respect & Social Inclusion

Objectives and Specific Action Steps	Metrics/Deliverable (A quantifiable measure that is used to assess the success of the action)	Timeline Short Term (ST) < 1 yr Medium Term (MT) = 2 -3 yrs Long Term (LT) > 3+ yrs	Implementation Partners
Goal 4.1 Increase citywide awareness around the impacts of age, disability, and isolation.			
1. Increase awareness for City staff about respect and inclusion topics.			
<ul style="list-style-type: none"> a. Hire a consultant to host City staff trainings related to aging, disability, memory loss, and isolation. b. Make trainings available to community-based service providers, appointed members of boards and commissions, and community safety groups (i.e., National City Police and Fire). c. Develop and share best practices for improving the accommodations for older adults and people with disabilities at public meetings (e.g., captioning), including a list of vendors/service providers capable of improving access during such meetings. 	<ul style="list-style-type: none"> 1a. Invite expert for training 1b. Invite appointed/elected officials to trainings 1c. Conduct assessment of case studies from other jurisdictions 	<ul style="list-style-type: none"> 1a. MT: Twice a year and host on a website 1b. ST: On-going 1c. MT: By mid-2022 	<ul style="list-style-type: none"> 1a. County Age Well, AARP 1b. City Mngrs. Office 1c. City Mngrs. Office, AARP
3. Grow public awareness around respect and inclusion topics.			
<ul style="list-style-type: none"> a. Promote dementia awareness in National City. b. Work with the County of San Diego Age Well team to promote the Dementia Friendly initiative and how to become a dementia ally. c. Improve the language used pertaining to aging and older adults by using terms such as “older adults” and “elders” instead of “senior citizens” and “the elderly.” d. Advance civil rights, equity, and social sustainability for older adults by removing barriers and conditions that prevent minority, low-income, limited English proficiency, and other disadvantaged groups from receiving access, participation, and benefits from City and County programs, services, and activities. e. Consider developing an Equity and Inclusion Committee or Commission and including at least one position for an older adult resident. 	<ul style="list-style-type: none"> 2a. Digital, print, and social posts 2b. Set-up a meeting to decide on promotional strategy 2c. Across all communication platforms and oral presentations 2d. Across all communication platforms, programs, and oral presentations 2e. Draft committee bylaws for City Council review 	<ul style="list-style-type: none"> 2a. ST: On-going 2b. MT: By close of 2022 2c. ST: On-going 2d. ST: On-going 2e. MT: By close of 2022 	<ul style="list-style-type: none"> 2a. County Age Well 2b. County Age Well, Comm. Services 2c. City staff 2d. City staff 2e. City Mngrs. office

Goal 4.2 Increase social connections to reduce social isolation.			
<p>1. Build neighborhood interactions and connectivity.</p> <p>a. Mobilize schools and the faith-based community to increase activities and events available to residents of all ages.</p> <p>b. Streamline the neighborhood block party (<i>temporary use permit</i>) process to facilitate community connections within the neighborhood setting.</p>	<p>1a. Create a specific school-based contact to help coordinate communication between the City and the NCSD</p> <p>1b. Evaluate use of permit for block parties and promote availability and ease of process to obtain a permit</p>	<p>1a. MT: On-going</p> <p>1b. MT: By mid-2022 (<i>always promoting COVID-19 restrictions as they exist</i>)</p>	<p>1a. Communication Coordinator, School PTAs, Interfaith partners, Live Well</p> <p>1b. Comm. Development</p>
<p>2. Combat isolation through citywide programming.</p> <p>a. Establish a City department and/or staff member to design and lead an isolation outreach team.</p> <p>b. Conduct an assessment of the residents who are over the age of 60 and live alone, as well as their contact information and where these residents reside.</p> <p>c. Organize a “get to know your neighbor” program that includes a city-supplied coroplast (campaign-like) sign that neighbors can request; signs can be placed in front yards, doors, or windows and says “Hello, neighbor, I’m [enter family or individual name].”</p> <p>d. Create a conversation call-in number that residents can call for non-emergency reasons to speak with a volunteer and have a friendly conversation.</p>	<p>2a. Identify a department and/or staff member and create a draft strategy for isolation outreach</p> <p>2b. Create assessment and maintain list</p> <p>2c. Design a sign and seek funding for producing sign at no cost to residents; promote availability of signage</p> <p>2d. Create a call-in number and a volunteer schedule; promote program through social media and direct mailers to senior living facilities</p>	<p>2a. ST: On-going</p> <p>2b. ST: On-going</p> <p>2c. MT: By close of 2022</p> <p>2d. ST: By close of 2021</p>	<p>2a. Isolation team lead(s)</p> <p>2b. Isolation teamlead(s)</p> <p>2c. Comm. Services, Isolation teamlead(s)</p> <p>2d. Comm. Services, Isolation teamlead(s), senior living facilities</p>

National City Age-Friendly Action Plan: Housing

Objectives and Specific Action Steps	Metrics/Deliverable (A quantifiable measure that is used to assess the success of the action)	Timeline Short Term (ST) < 1 yr Medium Term (MT) = 2 -3 yrs Long Term (LT) > 3+ yrs	Implementation Partners
Goal 5.1 – Provide safe, affordable housing options to allow for all residents to age in place.			
1. Inform the public on the progress of the Housing Element that relates directly to older adults' concerns.			
<ul style="list-style-type: none"> a. Provide written and verbal reports on the progress at the Parks, Recreation, & Senior Citizens Advisory Board and City Council. b. Adopt the Accessory Dwelling Unit (ADU) Ordinance and Permit-Ready Program and provide a citywide announcement about the program's details. c. Adopt the Inclusionary Housing Ordinance and provide a citywide announcement about the details of the program. 	<ul style="list-style-type: none"> 1a. Report and presentation 1b. Pass ordinance at City Council 1c. Pass ordinance at City Council 	<ul style="list-style-type: none"> 1a. ST: Quarterly 1b. ST: By end of 2021 1c. ST: By end of 2021 	<ul style="list-style-type: none"> 1a. Comm. Services, PR&SCAB, Housing 1b. City Mngrs. Office, Housing 1c. City Mngrs. Office, Housing
2. Implement strategies to protect the comfort and safety of all residents in neighborhoods.			
<ul style="list-style-type: none"> a. Promote the Crime-Free Multi-Housing (CFMH) program to citywide apartment complexes and living facilities. b. Consider a Crime Prevention Through Environmental Design (CPTED) walk audit program with housing property managers and the National City Police Department. c. Work with National City Police and private, multi-family housing developments to create a neighborhood watch program in every neighborhood. d. Work with developers to increase the number of units with zero-entry doorways, first-floor bedrooms, and wider doorways. 	<ul style="list-style-type: none"> 2a. Host link on City's website 2b. Develop program strategy 2c. Develop program strategy 2d. Develop educational material for developers 	<ul style="list-style-type: none"> 2a. ST: On-going 2b. LT: By 2024 2c. LT: By 2024 2d. MT: By 2022 	<ul style="list-style-type: none"> 2a. City Mngrs. Office, NCPD 2b. City Mngrs. Office, NCPD 2c. NCPD, housing managers, Housing 2d. Housing

<p>3. Promote National City to be a community where people of all ages and backgrounds can live and thrive.</p> <p>a. Provide first-time homeowner workshops to compliment the 2021 – 2029 Housing Element’s First-Time Homebuyer Program.</p> <p>b. Consider home modification grants to accommodate modifications for aging and multi-family housing options, as well as building micro-units and ADUs.</p>	<p>1a. Multilingual workshops, offered in-person and virtual</p> <p>1b. Evaluate grant availability and document funding options</p>	<p>1a. LT: Quarterly</p> <p>1b. ST: By middle of 2022</p>	<p>1a. City Mngrs. Office, Housing</p> <p>1b. City Mngrs. Office, Housing</p>
<p>Goal 5.2 Grow the affordable housing stock in National City and expand the alternative living options.</p>			
<p>1. Provide more education about affordable housing strategies.</p> <p>a. Work with the National City Housing Authority and other social service agencies to offer information sessions on how to apply for housing resources such as the Section 8 Housing Choice Voucher Program.</p> <p>b. Increase awareness about implementing Accessory Dwelling Units (ADUs) through resource development and multilingual guidance about the permitting process.</p> <p>c. Develop an ADU handbook, similar to the City of San Diego, and include pre-approved ADU plans that residents can use to expedite the permitting process.</p> <p>d. Consider additional intergenerational housing options, similar to Kimball Highland, where families and community members can live together and support living and care needs.</p>	<p>1a. Multilingual workshops, offered in-person and virtual</p> <p>1b. Workshops with City staff, ADU Experts, and AARP and resource materials</p> <p>1c. Develop handbook and present to City Council</p> <p>1d. Assess housing projects planned for the next five (5) years and feasibility of integrating elements similar to Kimball Highland</p>	<p>1a. LT: Twice a year</p> <p>1b. LT: Twice a year</p> <p>1c. LT: By end of 2023</p> <p>1d. MT: By 2022</p>	<p>1a. City Mngrs. Office, Housing</p> <p>1b. City Mngrs. Office, Housing, ADU consultant, AARP</p> <p>1c. City Mngrs. Office, Housing</p> <p>1d. Housing</p>

<p>2. Increase the availability of transit-oriented development and housing options within walking distance to community resources.</p> <ul style="list-style-type: none"> a. Encourage the development of older adult housing and affordable units within a 10-minute walk of major transit hubs and parks. b. Encourage the implementation of neighborhood businesses within a 10-minute walk of every home. c. Consider a zoning overlay to allow markets/restaurants to exist within a 10-minute walk of every home. d. Promote National City Connect through the mobile application and Facebook as a communication tool to share neighborhood housing and walkability concerns. (<i>Cross-reference with Transportation and Community Information</i>) 	<ul style="list-style-type: none"> 2a. Draft an incentives program to share with City Council 2b. Draft an incentives program to share with City Council 2c. Conduct a feasibility study 2d. Create educational materials to host at the Library, MLK, Kimball Community Center, and the City's website 	<ul style="list-style-type: none"> 2a. MT: By 2022 2b. MT: By 2022 2c. LT: by 2023 2d. ST: By end of 2021 	<ul style="list-style-type: none"> 2a. Housing, Comm. Development 2b. Housing, Comm. Development 2c. Comm. Development, Housing 2d. City Mngrs. Office
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National City Age-Friendly Action Plan: Transportation

Objectives and Specific Action Steps	Metrics/Deliverable (A quantifiable measure that is used to assess the success of the action)	Timeline Short Term (ST) < 1 yr Medium Term (MT) = 2 -3 yrs Long Term (LT) > 3+ yrs	Implementation Partners
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Goal 6.1 Provide a greater opportunity for the community to become involved in active transportation planning and the development of improvements.			
<p>1. Increase education and opportunities for public participation in transportation planning.</p> <ul style="list-style-type: none"> a. Consider modifying the "Traffic Safety Commission" to be renamed the "Mobility Commission" and dedicating at least one (1) seat on the traffic commission specifically for a bicycle/pedestrian representative. b. Maintain an up-to-date National City bike map online so that residents can interact with the map by toggling layers on and off, and updates can be made more efficiently. c. Provide education about National City Connect to report an infrastructure issue. 	<p>1a. Draft language for the new position to share with City Council</p> <p>1b. Update map quarterly, or as necessary</p> <p>1c. Conduct a social media campaign and send a mailer about how to use the platform</p>	<p>1a. MT: By 2022</p> <p>1b. ST: On-going</p> <p>1c. ST: On-going</p>	<p>1a. City Mngrs. Office, Engineering/ PW</p> <p>1b. Engineering/ PW</p> <p>1c. Engineering/ PW, City Mngrs. Office</p>
<p>2. Inform the public on the Circulation Element's progress that relates directly to older adults' concerns.</p> <ul style="list-style-type: none"> a. Provide written and verbal reports on the progress at the Parks, Recreation, & Senior Citizens Advisory Board, Traffic Safety Commission, and City Council. 	<p>2a. Report and Presentation</p>	<p>2a. ST: Quarterly</p>	<p>2a. Comm. Services, PR&SCAB, Housing</p>
<p>3. Establish a communication strategy to advertise transportation-related work.</p> <ul style="list-style-type: none"> a. Maintain the Capital Improvement Program Dashboard on the Engineering & Public Works website so that residents can easily identify transportation-related project updates. 	<p>3a. Update map quarterly, or as necessary</p>	<p>3a. ST: On-going</p>	<p>3a. Engineering/ PW</p>

Goal 6.2 Create a safe and comfortable travel experience for all transportation types and for all ages and abilities.			
<p>1. Increase City-wide bicycle ridership by providing safe, maintained, and well-connected bicycle facilities throughout the City.</p> <ul style="list-style-type: none"> a. Evaluate the feasibility of providing more Class IV facilities to increase the percentage of roadways that provide separation from vehicular traffic. b. Prioritize bicycle improvements in future transportation infrastructure projects. c. Consider bicycle signal detection at intersection crossings to recognize bicyclists without a vehicle present. <p>2. Create a more accessible and safe public transportation experience for all residents.</p> <ul style="list-style-type: none"> a. Provide multilingual public transportation educational programs that residents can access in-person and online. b. Advertise the MTS senior discount services at Vons and Albertsons c. Work with MTS to provide more bus service lines and more frequent service in transportation gap areas. d. Consider applying for CIP funding to create a Pedestrian Master Plan with all abilities in mind. e. Ensure all crossing areas have ADA-compliant curb cuts. f. Pass a Vision Zero resolution and make a commitment to eliminate all traffic-related injuries and fatalities in National City. 	<p>1a. For all new and retrofit transportation projects</p> <p>1b. For all new and retrofit transportation projects</p> <p>1c. For all new and retrofit Signalized intersection projects</p> <p>2a. Partner with MTS to offer classes virtual and in-person</p> <p>2b. Promote on social media, e-newsletters, and direct mailers</p> <p>2c. Have meeting with MTS to review service area needs</p> <p>2d. Pursue grant funding</p> <p>2e. Identify current conditions and apply improvements during new and retrofit transportation projects</p> <p>2f. Create resolution and present to City Council</p>	<p>1a. ST: On-going</p> <p>1b. ST: On-going</p> <p>1c. ST: On-going</p> <p>2a. MT: On-going</p> <p>2b. MT: By 2022</p> <p>2c. MT: By 2022</p> <p>2d. ST: On-going</p> <p>2e. MT: On-going</p> <p>2f. LT: By 2023</p>	<p>1a. Engineering/ PW</p> <p>1b. Engineering/ PW</p> <p>1c. Engineering/ PW</p> <p>2a. MTS, Comm. Services</p> <p>2b. City Mngrs. Office, MTS</p> <p>2c. MTS, Engineering/PW</p> <p>2d. Engineering/ PW</p> <p>2e. Engineering/ PW</p> <p>2f. City Mngrs. Office, Engineering/ PW</p>

<p>3. Enforce the speeds and behaviors for all roadway users.</p> <ul style="list-style-type: none"> a. Evaluate the location and need for bicycle racks and scooter parking to reduce sidewalk obstacles. b. Make sure all traffic signs and roadway paint are clean and visible for vehicles to see and abide by. c. Evaluate the location of existing audible crossing mechanisms and install additional devices at intersections throughout the City. d. Conduct a street lighting audit in neighborhoods to identify areas that could be better lighted for walking and biking at night. e. Establish adequate and safe crossing times for pedestrians. <p>4. Apply traffic calming measures to reduce traffic speeds and improve the pedestrian experience.</p> <ul style="list-style-type: none"> a. Consider the implementation of continental crosswalks near parks, public facilities, and schools. b. Consider a pedestrian crossing lead phase on roads with high-pedestrian volumes and over 35 mph. 	<p>3a. MT: By 2022</p> <p>3b. MT: By 2022</p> <p>3c. MT: By 2022</p> <p>3d. LT: Annually, one neighborhood per year</p> <p>3e. LT: Annually, one neighborhood per year</p> <p>4a. LT: By 2023</p> <p>4b. MT: By 2022</p>	<p>3a. Create a location list</p> <p>3b. Create and implement a maintenance strategy</p> <p>3c. Create a location list and installation strategy</p> <p>3d. Create an audit report for each neighborhood</p> <p>3e. Conduct a timing audit for all intersections</p> <p>4a. Internal evaluation and creation of a location list</p> <p>4b. Create a location list and installation strategy</p>	<p>3a. Engineering/ PW</p> <p>3b. Engineering/ PW</p> <p>3c. Engineering/ PW</p> <p>3d. Engineering/ PW, Comm. Services</p> <p>3e. Engineering/ PW</p> <p>4a. Engineering/ PW</p> <p>4b. Engineering/ PW</p>
<p>Goal 6.3 Increase information and education about transportation options.</p>			
<p>1. Provide more transportation-specific education through workshops and informational strategies.</p> <ul style="list-style-type: none"> a. Partner with the County and AARP to promote publicly available workshops and conferences that provide educational resources about regional transportation. b. Create a fact sheet for the National City webpage that provides a list of locally-available transportation options, how/where they function, and where to learn more about these options. c. Provide information about driver education/refresher courses and current state and Department of Motor Vehicle (DMV) laws and programs. 	<p>1a. ST: On-going</p> <p>1b. ST: On-Going</p> <p>1c. ST: On-going</p>	<p>1a. Create an event list and promote through communication channels</p> <p>1b. Publish digital and print resources hosted at the Library and Kimball Community Center</p> <p>1c. Publish digital and print resources hosted at the Library and Kimball Community Center</p>	<p>1a. Engineering/ PW, City Mngrs. Office</p> <p>1b. Engineering/ PW, City Mngrs. Office, Library</p> <p>1c. Engineering/ PW, City Mngrs. Office, Library</p>

National City Age-Friendly Action Plan: Health & Wellness

Metrics/Deliverable (A quantifiable measure that is used to assess the success of the action)	Timeline Short Term (ST) < 1 yr Medium Term (MT) = 2 -3 yrs Long Term (LT) > 3+ yrs	Implementation Partners
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Goal 7.1 Review current health conditions for National City populations to identify areas of concern.

<p>1. Assess health-related data and make health information available to residents.</p> <ul style="list-style-type: none"> a. Maintain an up-to-date record of available data from local and regional data sources (e.g., San Diego HHSA Live Well, San Diego Health Connect, and 2-1-1) to best support National City residents. b. Maintain the Coronavirus (COVID-19) webpage on the National City website and update when appropriate with health-related information that is up-to-date and accessible. c. Consider creating a “health report” that highlights National City populations’ health, health trends, and impacts on wellness. d. Use print, media, and electronic media for multilingual communication regarding health and wellness activities. 	<ul style="list-style-type: none"> 1a. L.T: Created by 2023 and maintained on-going 1b. ST: Review webpage monthly for updates, or as needed 1c. LT: Pull files and assess annually (<i>pending permission</i>) 1d. ST: By close of 2021 and On-going 	<ul style="list-style-type: none"> 1a. City staff, County Live Well, health providers 1b. City staff, HHSA, health providers 1c. Fire, NCPD City Attorney 1d. Comm. Services, County Live Well
<p>2. Inform the public on the Health and Environmental Justice Element progress that relates directly to older adults’ concerns.</p> <ul style="list-style-type: none"> a. Provide written and verbal reports on the progress at the Parks, Recreation, & Senior Citizens Advisory Board and City Council. b. Develop a strategic plan for updating the Health and Environmental Justice Element to include specific details about older adults, persons with disabilities, and the impacts of COVID-19, specifically for persons of color and older adults. 	<ul style="list-style-type: none"> 2a. ST: Quarterly 2b. LT: By 2024, in parallel with EJ Element update 	<ul style="list-style-type: none"> 2a. Comm. Services, PR&SCAB, Housing 2b. City staff

<p>3. Improve access to health facilities and programs.</p> <ul style="list-style-type: none"> a. Evaluate sidewalk conditions within 1/2 mile of all healthcare facilities, living facilities, and public facilities (i.e., parks and buildings) to improve residents' walkability conditions to access health-related resources. b. Consider an intra-city vehicle service for older adult residents, similar to La Mesa's Rides4Neighbors program, to improve safety and access to health appointments and necessity trips without the need for a private vehicle (Cross-reference with Transportation). c. Explore funding opportunities to provide free and accessible outdoor fitness equipment in parks near senior populations. 	<p>3a. Conduct an internal assessment and promote National City Connect to report issues</p> <p>3b. Evaluate feasibility of program for operation and funding</p> <p>3c. Seek funding sources</p>	<p>3a. MT: Complete internal assessment by close of 2022 and promote NC Connect On-going</p> <p>3b. MT: By 2022</p> <p>3c. ST: On-going</p>	<p>3a. Engineering/ PW, Housing, Volunteers</p> <p>3b. Engineering/ PW, City Mngrs. Office</p> <p>3c. Comm. Services, Housing</p>
<p>Goal 7.2 Provide health-related programs to expand upon the educational health resources available in National City.</p>			
<p>1. Provide workshops and classes on healthy lifestyle living, eating, exercise, and mental health.</p> <ul style="list-style-type: none"> a. Work with local health partners to provide courses on exercise, healthy eating, and preventive care. b. Offer free or reduced-priced classes and programs at the Kimball Senior Center and at additional locations across the City to increase accessibility. c. Promote the Kitchenistas Program in National City to residents of all ages to raise awareness around healthy eating and the availability of this program 	<p>1a. Create a health partners stakeholder group</p> <p>1b. Evaluate funding allocations to reduce activity fees</p> <p>1c. Social media and print media promotion</p>	<p>1a. MT: Twice a year, Meet with stakeholder group</p> <p>1b. ST: On-going</p> <p>1c. ST: On going</p>	<p>1a. City Mngrs. Office, County, health providers</p> <p>1b. Comm. Services</p> <p>1c. City Mngrs. Office, Kitchenistas</p>

<p>2. Raise awareness around mental health and the importance of socialization.</p> <ul style="list-style-type: none"> a. Offer a workshop series that specializes in mental health and how to help ourselves and those around you b. Pilot a pen pal program with the National City School District that partners students with older adults living in care facilities c. Work with A Reason to Survive (ART) and the Public Art Committee to offer intergenerational art programs that bring residents of all ages together d. Provide training for City staff about mental health awareness and how to identify signs of depression and isolation e. Consider a phone tree program that connects older adults who live alone with other residents to increase socialization and establish a community-based emergency contact system 	<ul style="list-style-type: none"> 2a. Invite expert for training 2b. Consult the school district and identify a class and senior center to pilot this program 2c. Set-up standing meetings 2d. Invite expert for training 2e. Create and promote program that residents can opt into 	<ul style="list-style-type: none"> 2a. MT: Twice a year 2b. MT: By 2022 2c. ST: By close of 2021 2d. ST: Annually 2e. MT: By mid-2022 	<ul style="list-style-type: none"> 2a. Mental health professional, HHSA, AARP 2b. Housing, Comm. Services 2c. ART, PAC, City staff 2d. Mental health professional, HHSA 2e. Comm. Services, older adult facilities, NCPD
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RESOLUTION NO. 2021 -**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA ADOPTING THE AGE-FRIENDLY NATIONAL CITY ACTION PLAN**

WHEREAS, the City of National City (“City”) committed to becoming a community for all age groups and demographics; and

WHEREAS, in 2019, City launched the Age-Friendly National City Action Plan (“Action Plan”) Project through the American Association of Retired Persons (“AARP”) Livable Communities Initiative, with the support from the San Diego Foundation Age-Friendly Communities Program; and

WHEREAS, this initiative is an affiliate of the World Health Organization (“WHO”) Global Network of the Age-Friendly States and Communities, an international effort launched in 2006 to help cities prepare for their growing population of older adults; and

WHEREAS, the WHO’s Age-friendly Cities Guide identifies core characteristics of an age-friendly city in Eight Domains of Livability: Outdoor Space and Buildings; Transportation; Housing; Social Participation; Respect and Social Inclusion; Civic Participation and Employment; Communication and Information; and Community Support and Health Services; and

WHEREAS, the City completed the community-wide Action Plan, which outlines strategies and solutions, based on input from the community in the area of Outdoor Space and Buildings; Social and Civic Participation; Community Information; Respect and Social Inclusion; Housing; Transportation; and Health and Wellness; and

WHEREAS, the Action Plan was drafted based on input from the community, stakeholders, and City staff to ensure the Action Plan encapsulates the community’s needs and feedback to set a framework to inform decisions for additional planning; and

WHEREAS, the Action Plan is consistent with other City policy plans, including the General Plan, Housing Element, Kimball Highland Master Plan, National City Downtown Specific Plan, and National City Capital Improvement Projects. It includes goals and actions steps to work towards achieving over the next three to five years; and

WHEREAS, City staff recommends that City Council adopt the City’s Age-Friendly National City Action Plan.

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

Section 1: Adopts the Age-Friendly National City Action Plan.

Resolution No. 2021 –
Page Two

Section 2: 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 17th day of August, 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: Report on the Balanced Plan, the Maritime Clean Air Strategy (MCAS), and other Port District matters related to National City. Staff recommends sending the attached letter to the San Diego Board of Port Commissioners (BPC) to make a formal request for American Rescue Plan Act (ARPA) funds to support the Balanced Plan and MCAS. (City Manager)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 17, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Report on the Balanced Plan, the Maritime Clean Air Strategy (MCAS), and other Port District matters related to National City. Staff recommends sending the attached letter to the San Diego Board of Port Commissioners (BPC) to make a formal request for American Rescue Plan Act (ARPA) funds to support the Balanced Plan and MCAS. (City Manager)

PREPARED BY: Brad Raulston

DEPARTMENT: City Manager

PHONE: 619-336-4256

APPROVED BY: 

EXPLANATION:

The City and the Port District have been working together for the past 15 years to enhance equity in National City. The attached timeline chronicles these efforts with six guiding principles and the idea of a “win-win-win” approach, defined as benefits for the Port District, the City, and the Portside Communities, like the Westside of National City, that are negatively impacted by industrial operations. All public agencies are recovering from the pandemic and the federal stimulus funds must be prioritized based on need and eligibility. Portside Communities have been disproportionately affected by COVID-19 due to historic environmental justice and social equity issues.

Most of National City falls within a Qualified Census Tract (QCT). Communities within QCTs can use ARPA funding to provide programs and services that promote healthy childhood environments, build stronger neighborhoods and communities, and create park projects that address health disparities. ARPA allows the Port District to invest in the Balanced Plan and MCAS so these important efforts can be realized. National City is requesting the Port District allocate \$25 million of ARPA funds to fund public improvements related to the Balanced Plan and \$25 million to MCAS efforts.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

City Council agrees to sign the attached letter and forward to BPC for consideration at their August 23 public workshop and to continue working collaboratively with the Port District to achieve our common goals.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Exhibit A – Letter to the San Diego Port District Board of Port Commissioners
- Exhibit B – Timeline



August 18, 2021

San Diego Port District
Board of Port Commissioners
3165 Pacific Highway
San Diego, CA 92101

Board of Port Commissioners:

The City Council of National City respectfully requests the San Diego Unified Port District (Port District) prioritize American Rescue Plan Act (ARPA) funding for National City's Balanced Plan and offset environmental impacts to communities adjacent to industrial, maritime operations. National City understands that the Port District will receive \$100 million of ARPA funding and host a workshop on August 23 to discuss allocating those funds. This letter serves as National City's formal request for its fair share of those funds. It is finally time to invest in National City's community and counterbalance the inequities of the past.

For decades, industrial operations on Tidelands have contributed to economic, environmental, and health equity challenges for the people of National City. Health and environmental justice issues require funding, and it is time to do the right thing with available ARPA funds. National City has recently suffered from the highest COVID-19 case rates in the region. This disproportionate effect is partly due to air quality and other environmental impacts from the Port District that negatively affect an individual's health and immune response. These impacts include much higher risks of cancer and asthma from air toxins, such as diesel particulate matter.

The Port District must prioritize completing the Balanced Plan to utilize ARPA funds for required mitigation and enhancements. The Balance Plan's completion is equally essential to provide funding to implement the Maritime Clean Air Strategy (MCAS) and prioritize ARPA funding for MCAS projects and the ongoing Maritime Industrial Impact Fund (MIIF) efforts.

National City requests explicitly that the Port District allocate \$25 million in public improvements for the Balanced Plan. In solidarity with our Barrio Logan neighbors, National City also requests that the Port District allocate an additional \$20 million to MCAS projects and \$5 million to MIIF for off Tidelands impacts. It is impossible to put a price tag on health equity, but this funding will be a step in the right direction for Portside Communities.

The Balanced Plan is so critical to National City because it addresses environmental impacts and social equity, and at the same time, provides economic balance so the city has the resources to provide essential services and address impacts directly. On Tidelands, National City generates approximately \$17 million in annual Port District revenue. However, National City receives only roughly \$1 million in local taxes to support essential services and off-Tideland impacts. We have no funds in the city budget to address environmental and social equity efforts, and the MIIF is inadequate. This economic disparity is glaring and needs to be addressed now.

Funding the public improvements for the Balanced Plan will help create economic equity by making the National City Marina District commercial projects feasible. As a result, it will generate the sales and transient occupancy taxes that other member cities currently utilize to provide essential services to their residents.

National City has worked for the past two decades to find a balance that addresses ongoing impacts to its community while also working closely with the Port District to ensure shipping operations continue. Still, very little has changed outside the fences of the marine terminal. Planning studies and political deliberations don't help marginalized citizens or provide essential services. National City needs must rise to the top of the Port District's priorities, with a renewed focus and an allocation of funds that allow for real change to occur.

National City understands and appreciates the Port District's important role in the region as an economic engine and environmental steward. As an agent of the State's public lands, the Port District must conduct itself based on the principles of equity, sustainability, and resiliency. National City has been a historical victim of the interpretation of these higher ideals. ARPA has provided an opportunity for the Port District to fund the long-standing policy priorities we both share.

It is time to do the right thing. National City respectfully requests the Port District appropriate ARPA funds to reflect National City values and its neighboring communities.

Together We Can,

Alejandra Sotelo-Solis
Mayor

Jose Rodriguez
Vice Mayor

Marcus Bush
Councilmember

Ron Morrison
Councilmember

Mona Rios
Councilmember

Robert "Dukie" Valderrama appointed to the Board of the Port Commission (December 2004)	National City City Council (NCCC) appoints Robert "Dukie" Valderrama to the Board of the Port Commission (BPC) replacing Jess Van Deventer who served for 12 years.
NCCC Sent Letter to the BPC (May 5, 2005)	NCCC sent a letter to the BPC requesting consideration of six items, including funding a land use study of higher and complimentary use of Port property adjacent to the Marina, Aquatic Center and Pepper Park to include public facilities, recreation and retail, as well as jobs.
Board of Port Commissioners agreed to explore the feasibility of issuing a RFP/RFQ for Marina District (December 6, 2005)	The following guiding principles were agreed upon by the City and Port: <ul style="list-style-type: none"> ▪ Protection of maritime uses; ▪ Enhancement of the Working Waterfront group effort; ▪ Environmental compliance; ▪ Building of public amenities/visitor serving development compatible with the Marina, Marina Gateway and Aquatic Center projects; ▪ Demonstration of financial benefit to the Port and City; and ▪ Public participation with the City.
Joint Planning Area Discussion (January 2006)	A series of stakeholder meetings between the Working Waterfront, Environmental Health Coalition, Labor, the Port and the City were held to discuss a process for considering land uses and potential redevelopment within the "Joint Planning Area".
Capital Development Budget (March 7, 2006)	BPC adopted the 2008-2012 Capital Development Budget including a high priority project to study feasibility of an inventory facility which could improve efficiency of the Pasha import operation and allow more efficient use of the waterfront.
Bayshore Bikeway Plan (March 2006)	SANDAG publishes the Bayshore Bikeway Plan that includes a proposed bike path along Tidelands Avenue from Bay Marina Drive and east along 32 nd Street connecting to an existing segment of the bikeway.
Presentation of the Final draft Maritime Business Plan (July 10, 2007)	A presentation of the final draft Maritime Business Plan was made to the BPC. The Plan did not recognize the desires of National City for redevelopment of areas above the mean high tideline.
Economic Impact Report (September 11, 2007)	National City Mayor Ron Morrison presented findings on the Economic Impact Report to the Port Commission. Key findings included: <ul style="list-style-type: none"> ▪ National City's vested interest in Port tidelands is 12-percent of the total San Diego tidelands area; ▪ National City received only 2.6-percent of the total municipal revenues generated on Port tidelands; ▪ National City ranked fourth out of the five Port member cities in property tax revenues generated from Port tidelands; ▪ The Port received \$12.2 million in lease revenues from National City tidelands while the City only received \$1.1 million in municipal revenues;

Pier 32 Marina opened (June 2008)	The Port spent \$8 million to dredge the boat slips, and Pier 32 Marina Group spent about \$10 million to build the project
Transition Zone and Distribution Zone approved by BPC and NCCC (April 1-June 10, 2008)	NCCC approved language and a map for a Transition Zone and a Distribution Zone, requested and endorsed by the Working Waterfront, BPC approved the Transition Zone and Distribution Zone
Marina District Vision Plan (March-June 2009)	BPC and the NCCC agree to co-fund a vision plan and begin RFQ/P to hire consultant team and Project Design Consultants is hired to lead "Marina District Vision Plan".
Sullivan Group Market Study (October 8, 2009)	Proposed land use changes on four parcels
Stakeholder Meetings (2009-2010)	Many public workshops and stakeholder meetings are conducted as the plan is created. GB Capital Holdings and Pasha attend a majority of those meetings.
National City Bayfront Marina District Vision Plan (2011)	The Vision Plan aims to protect land use recommendations. The aim is to protect maritime uses; enhance the working waterfront; increase public access to the waterfront; provide additional public amenities; establish visitor serving uses; develop a plan that is financially feasible and provides a fiscal benefit to both the Port and the City.
National City General Plan (June 2011)	Sets citywide goals and policies
City Council Adopts Marina District Vision Plan (January 10, 2012)	A Down-scaled vision is adopted by BPC and 20 acre focus area is established. BPC directs staff to work jointly with City of National City to issue RFQ/SOIQ.
RFQ/SOIQ (January 11, 2012)	Marina District Vision Plan, as prepared by the independent consultant, presented to BPC. Board directs staff to issue SOIQ to develop up to 20 acres.
SOIQ Issued (June 2012)	GB Capital Holdings submits only response.
PASHA Expansion Proposal (August 24, 2012)	Pasha submits an unsolicited proposal to expand their operation onto the 20 acre focus area and street closures. The proposal is an amendment to the Terminal Operator Agreement (TOA), which contemplates a potential reconfiguration of NCMT to improve efficiency.
BPC reviews SOIQ Proposals (December 11, 2012)	BPC meets and discusses GB and Pasha proposals and engages Mercator International to study maritime operations and consider options for Pasha's expansion proposal. Staff is directed to negotiate with GB Capital Holdings to prepare a lease option for the BPC consideration. BPC also approves \$500k from CIP to cover pre-development costs.
Mercator Report (2013)	Mercator International LLC was engaged by the Port to assess land and rail capacity needs for the National City Marine Terminal (NCMT). The study identifies different possible rail alignments and associated operational capacity increases. The study also finds that PASHA is well-positioned to capture demand growth in the automotive production industry. Reconfiguration of certain NCMT land areas combined with

	increase of railcar storage, would allow PASHA to expand its business at the terminal.
NCCC Approves SQIO (April 9, 2013)	NCCC unanimously supports GB Capital Holdings SOIQ proposal
Summer-Fall 2013	GB and Port District negotiate unsuccessfully and never seek approval for development plan from BPC. Main areas of disagreement are cost recovery policy of the Port District and the rezoning of 7 acres of Marine Industrial land.
Lot K land use change request (December 19, 2013)	Port response to City requests regarding expedited land December 19, 2013 use changes (Lot K) as part of Pasha proposed expansion and previous street closures to be incorporated into land replacement plan for maritime land. Port concludes land use change is more appropriate for a comprehensive planning process for the area and that previous street closures should not be incorporated into replacement plan.
FY 2014-2018 Capital Improvement Project (October 27, 2014)	Board amends FY 2014-2018 Capital Improvement Project list to increase National City Adventure Center project budget by \$500,000.
Bayshore Bikeway update (December 9, 2014)	Board directed staff to proceed with processing a Port Master Plan Amendment application for an interim Class I Bikeway (Bike Path) on Tidelands Avenue.
Notice of Preparation (December 12, 2014)	Notice of Preparation (NOP) for Tank Farm Paving and Street Closures Project & Port Master Plan Amendment Draft EIR released by Office of Planning and Research (State Clearinghouse).
Public Scoping Meetings (December 18, 2014)	Port staff held a public scoping meeting to solicit comments on the scope and content of the EIR for the Proposed Project.
SANDAG Forward/Regional transportation Plan (October 2015)	This plan does not propose any transportation improvements within the Marina District study area.
City/Port Meeting (February 24, 2015)	City/Port staff meeting included discussion of Bayshore Bikeway, Pasha proposed expansion, road closures, Mercator study, Integrated Planning, and Adventure Center.
Integrated Planning and Port Master Plan Update (March 10, 2015)	Board provides direction to staff on Integrated Planning and Port Master Plan Update, including a framework for planning, an evaluation process, and an early action plan.
Notice of Completion (May 11, 2015)	Notice of Completion (NOC) for Addendum to Final Mitigated Negative Declaration/Initial Study for Bayshore Bikeway PMP Amendment
Bayshore Bikeway amendments (May/June 2015)	Notice of proposed amendment of Coastal Development Permit for Bayshore Bikeway Segment 5 to allow an additional two years to commence construction; Interim Alignment of Bayshore Bikeway approval. Adoption of resolutions for Final Mitigated Negative Declaration/Initial Study and Port Master Plan Amendment.
Vickerman & Associates NCMT Optimization Study (September 4, 2015)	The study concludes that BNSF railroad needs to be improved significantly in order to increase the efficiency of the area regarding cargo movement and domestic transportation.
City Council votes to support the Balanced Plan	Examples of mitigations and enhancements are as follows: <ul style="list-style-type: none"> • Bayshore Bikeway interim and permanent improvements • Tidelands/Civic Center/Harbor Drive intersection mitigation

with mitigation and enchantments (September 2015)	<ul style="list-style-type: none"> • Noise/Landscape buffers for proposed rail spur • Quite Zone Intersection Improvements at rail crossings • Transition zone for trucks and parking • Signage Improvements • Granger Music Hall relocation • New band shell and other Pepper park enhancements
Balanced Land Use Study (April 2016)	SDUPD makes a presentation on the outcome of the National City Balanced Land Use Study; Directs Staff to commence EIR of Land Use Changes recommended as part of the National City Marina District Balanced Land Use Study, Tidelands Avenue Closure, permanent alignment of Bayshore Bikeway and other potential future projects. and directs staff to work on an MOU with SANDAG regarding interim segment 5 of Bayshore bikeway.
National City Aquatic Center Summer 2016	National City Aquatic Center Opens at Pepper Park
Sycuan Tribal Development proposal (September 6, 2016)	The City receives an unsolicited proposal from Sycuan Tribal Development Corporation (STDC) for the development of the Successor Agency's sites A&B along Bay Marina Drive.
EIR Preparation Approved (February 21, 2017)	City of National City (applicant), The San Diego Unified Port District (applicant), Pasha Automotive Services (applicant) , GB Capital Holdings (applicant) and ICF Jones & Stokes (consultant) prepare an Environmental Impact Report for the Balanced Plan for a total cost of \$603,000.
First Amendment to the Agreement for EIR (October 10, 2017)	Parties agree to add \$72,000 in funds for additional scope of work on the Balanced Plan.
Balanced Plan Infrastructure Financing Plan (June 2017)	EvCon Associates LLC was engaged by the City of National City and Port to evaluate infrastructure financing opportunities for the agencies cooperative Balanced Land Use Plan.
National Wildlife Refuge-Sweetwater Marsh cleanup (December 5, 2017)	The Engineering Evaluation/Cost Analysis reports and administrative records for the clean-up of contaminated areas at the San Diego Bay National Wildlife Refuge-Sweetwater Marsh Unit are available for public review.
Granger Music Hall Feasibility Study (February 20, 2018)	The study looks at the cost to relocate Granger Music Hall to Pepper Park and to use the net sales proceeds of the existing land to assist in funding the SDUPD Capital Project.
Terminated Lease at Aquatic Center (March 5, 2018)	A formal agreement to terminate the lease was approved by the City Council on March 5 and by the Board of Port Commissioners on March 12.
NOP for EIR (December 20, 2018)	The Notice of Preparation (NOP) and Initial Study for the Environmental Impact Report (EIR) was released on December 20, 2018. A public scoping meeting was held on January 24, 2019 at 6:00 p.m. at the National City Aquatic Center. The NOP and the scoping meeting

	solicited comments from the public, agencies, organizations, and other stakeholders with regard to the scope and content of the environmental information that should be included in the EIR. The public comment period for the NOP ended on January 31, 2019.
Second Amendment to agreement for Balanced Plan EIR (April 10, 2019)	Parties agree to extend the term of the agreement for the balanced Plan to June 30, 2020.
Maritime Clean Air Act (June 2019)	Board of Port Commissioners initiates development of the MCAS.
Harbor Drive Multimodal Corridor Study (February 25, 2020)	The <i>Harbor Drive Multimodal Corridor Study</i> is a planning study that examined how people use Harbor Drive, address existing issues and challenges, and identify opportunities for improvement. The study focused on the stretch of Harbor Drive between the Port of San Diego's two cargo terminals, the Tenth Avenue Marine Terminal in San Diego and the National City Marine Terminal, known as San Diego's Working Waterfront.
Port Master Plan Update Draft PEIR released (March 2020)	The PMPU would describe the regulatory process and implementation for projects and the plan's relation to and compliance with the Coastal Act. National City Marina District is within the study area.
Third Amendment to agreement for the Balanced Plan EIR (May 5, 2020)	Parties agree to add \$70,232 in funds for additional scope of work and extend the term of the agreement to December 31, 2020. The amended scope of work addresses additional needed analysis as well as comprehensive CEQA updates. The Port District agreed to cover the City's share of the costs associated with the EIR review.
USS Bonhomme Richard Fire (July 2020)	\$200,000 Port commitment for housing NC residents due to Navy fire.
Sandy Naranjo appointed to the Board of Port Commissioners (January 3, 2021)	National City City Council (NCCC) appoints Sandy Naranjo to the Board of the Port Commission (BPC) replacing Robert "Dukie" Valderrama.
Pepper Park Expansion Workshop (May 6, 2021)	Port held a virtual workshop to get community and stakeholder feedback on potential components/features for future Pepper Park expansion.
Draft Revised MCAS (August 2021)	Port releases Draft Revised Marine Clean Air Strategy (MCAS) for public review and feedback
EIR and public feedback (Fall 2021)	Port staff will publish the Balanced Plan EIR and request and respond to public comments. The Board will consider whether to certify the EIR and other project components within the Port's jurisdiction and decide whether to approve a PMPA.

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 # ____
08/17/21

City Manager Report

(City Manager)